

DATED

(1) Culture Gem Ltd

(2) <<Introducer>>

INTRODUCER AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) Culture Gem Ltd, a company registered in England and Wales under number 11642611 whose registered office is at 27 Old Gloucester Street, London, WC1N 3AX (“the Supplier”) and
- (2) <<Name of Introducer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> (“the Introducer”)

WHEREAS:

- (1) The Supplier is in the business of producing and licencing compliance eLearning materials.
- (2) The Introducer has a number of contacts that may be interested in purchasing or procuring the Supplier’s Learn eLearning platform, courses, or licenses that it is willing and able to introduce to the Supplier.
- (3) The Supplier wishes to be introduced to such contacts and is willing to pay to the Introducer a commission, as set out in this Agreement, if any such contacts enter into contracts to purchase or procure the Supplier’s Learn eLearning platform, courses, or licenses as a result of such an introduction.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “Applicable Contract”** means a contract between the Supplier and a Prospective Client that has been Introduced by the Introducer for the provision of Learn eLearning platform, courses, or licenses and that has been entered into within the Introduction Time Limit. For the purposes of this Agreement, Applicable Contracts shall be deemed to have been entered into upon the signing thereof by the Supplier and the relevant Prospective Client and “formation” shall be interpreted accordingly;
- “Business Day”** means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
- “Commencement Date”** means the date on which this Agreement comes into force, as set out in sub-Clause 10.1;

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| “Confidential Information” | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| “Introduction” | means the provision to the Supplier of the contact details of a Prospective Client. This definition applies equally to “Introduce” “Introduced” and “Introducing”; |
| “Introduction Commission” | means the sum(s) payable by the Supplier to the Introducer as set out in Clause 5; |
| “Introduction Date” | means the date on which the Introducer first Introduces the Supplier to a Prospective Client; |
| “Introduction Time Limit” | means a period of 30 calendar days, beginning on the Introduction Date, within which the Supplier and the Prospective Client must enter into an Applicable Contract in order for the Introduction Commission to be payable; |
| “Net Income” | means the income received by the Supplier from an Applicable Contract after the deduction of value added tax and any and all other relevant taxes; |
| “Prospective Client” | means any person or organisation who is not an existing client of the Supplier with whom the Supplier has had no dealings in the past 2 years. Any and all references to a “Prospective Client” shall include references to employees or officers of such Prospective Client with the sufficient authority to authorise the purchase or procurement of Learn eLearning platform, courses, or licenses from the Supplier; |
| “Term” | means the term of this Agreement as defined in Clause 9; and |
| “Territory” | means United Kingdom. |

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Appointment of the Introducer

- 2.1 The Supplier hereby appoints the Introducer to identify Prospective Clients within the Territory and Introduce them to the Supplier as specified in Clause 3 and in accordance with the remainder of this Agreement.
- 2.2 The Introducer shall have no authority or capacity whatsoever to bind the Supplier in any way or incur any form of liability on the Supplier's behalf (including, but not limited to entering into contractual relationships) and shall not hold itself out as having any authority or capacity to do so.
- 2.3 The Introducer shall not, without the express written agreement of the Supplier, have any authority or capacity to enter into any form of negotiations (pre-contractual or otherwise) on the Supplier's behalf.
- 2.4 The Introducer shall not produce any promotional or sales literature (or any similar materials) for the Supplier's Learn eLearning platform, courses, or licenses and shall not use any brands, logos or trade marks (whether registered or otherwise) belonging to the Supplier without the Supplier's prior written agreement.
- 2.5 The Introducer shall, in all dealings with Prospective Clients, ensure that such Prospective Clients are aware that the Introducer is representing the Supplier in its capacity as an Introducer and that it does not have any other form of relationship with the Supplier.

3. Introductions

- 3.1 The Introducer shall Introduce any and all Prospective Clients identified to the Supplier by providing full details thereof in writing, such details to include:
 - 3.1.1 The full name of the Prospective Client (including the name of the Introducer's contact if the Prospective Client is not an individual person);
 - 3.1.2 Contact details for the Prospective Client including, but not limited to, telephone number(s), email address(es) and postal address;
 - 3.1.3 A detailed description of the Prospective Client including likely order size.
- 3.2 The Introducer shall ensure that it is familiar with the Learn eLearning platform, courses, or licenses supplied by the Supplier to the extent reasonably necessary to facilitate the Introduction of Prospective Clients to the Supplier. The Introducer shall not make any statements, claims, representations or warranties with respect to the Learn eLearning platform, courses, or licenses supplied by the Supplier that are not made by the Supplier in its own promotional and sales literature.

4. Supplier's Obligations

- 4.1 After an Introduction has been made, the Supplier shall use reasonable endeavours to come to an agreement with a Prospective Client for the purpose of forming an Applicable Contract. In the event that such an agreement is reached, the Supplier shall, in good faith, and using all reasonable endeavours, enter into an Applicable Contract with the Prospective Client within the Introduction Time Limit. Notwithstanding the foregoing provisions of this sub-Clause 4.1, nothing shall compel the Supplier to enter into any agreement with a Prospective Client that is not in the best interests of the Supplier.
- 4.2 The Supplier shall notify the Introducer in writing within 30 Business Days of its entry into an Applicable Contract. The Supplier's written notice under this sub-Clause 4.2 shall include the following details:
 - 4.2.1 The date of entry into the Applicable Contract;
 - 4.2.2 The total sum(s) due to the Supplier from the Prospective Client under the Applicable Contract; and
 - 4.2.3 The date(s) on which that/those sum(s) fall(s) due under the Applicable Contract.
- 4.3 The Supplier shall furnish the Introducer with such information including, but not limited to, promotional and sales literature as may be reasonably required by the Introducer from time to time in order for the Introducer to make Introductions under the terms of this Agreement.
- 4.4 If the Supplier at any time during the Term of this Agreement changes or plans to change the Learn eLearning platform, courses, or licenses with respect to which the Introducer is to seek Prospective Clients, the Supplier shall inform the Introducer of such changes as soon as is reasonably possible.

5. Introduction Commission and Payment

- 5.1 The Introduction Commission, calculated in accordance with the provisions of this Clause 5, shall be incurred when the Supplier enters into an Applicable Contract with a Prospective Client.
- 5.2 The Introduction Commission shall be 20% of the Supplier's Net Income derived from an Applicable Contract within the Introduction Time Limit.
- 5.3 Introduction Commission payments shall become due and payable within 30 Business Days of receipt by the Supplier of corresponding payments under an Applicable Contract. The Supplier shall, within 14 Business Days of receipt by the Supplier of corresponding payments under an Applicable Contract, submit to the Introducer a written statement that shall include the following details:
 - 5.3.1 The payment(s) received by the Supplier under the Applicable Contract;
 - 5.3.2 The Introduction Commission due to the Introducer resulting from such payment(s);
 - 5.3.3 Details of how the Introduction Commission has been calculated by the Supplier; and
 - 5.3.4 Details of any and all payments due to the Supplier under an Applicable Contract that have not been received (and that are

consequently not included in the calculation of the Introduction Commission due).

- 5.4 Within 30 Business Days of receipt of the Supplier's statement under sub-Clause 5.3, the Introducer shall submit an invoice to the Supplier for the Introduction Commission due as indicated in that statement.
- 5.5 The Supplier shall pay any and all sums due to the Introducer by bank transfer, to such bank account as the Introducer may from time to time nominate, within 30 Business Days of receipt of the relevant invoice.
- 5.6 If the Supplier fails to pay on the due date any amount which is payable to the Introducer under this Agreement then, without prejudice to any other right or remedy available to the Introducer:
 - 5.6.1 the Introducer shall be entitled to suspend its provision of the Introduction services to the Supplier until the outstanding amount has been received by the Introducer in full. The Introducer shall not be deemed to be in breach of its obligations under this Agreement in the event of suspension under this sub-Clause 5.6.1.
- 5.7 The Supplier shall not be required to reimburse the Introducer for any costs incurred by the Introducer in its performance of its obligations under this Agreement unless the Parties agree otherwise in writing.

6. Anti-Bribery Provisions

- 6.1 Both Parties shall act in good faith with respect to the provisions of this Agreement and shall conduct themselves in accordance with the spirit and anti-bribery provisions of the Bribery Act 2010. Each Party shall ensure proportionate compliance with this Clause 6, taking into account factors including, but not limited to, the size and nature of its business; the markets and territories in which it operates; and the nature of any other parties with which it transacts including, but not limited to, contractors, agents, suppliers, service providers and clients.
- 6.2 In particular, neither Party shall offer, request, agree to receive or accept anything that may, under the relevant provisions of the Bribery Act 2010, constitute a bribe including, but not limited to, financial incentives and disproportionately lavish hospitality (or promises thereof) designed to induce, reward or constitute improper performance by the Party concerned of its obligations.
- 6.3 Each Party shall ensure that adequate procedures are in place to prevent any associated persons (as defined by Section 8 of the Bribery Act 2010) from bribing another person with the intention of obtaining or retaining business, or obtaining or retaining an advantage in the conduct of business, for that Party insofar as any actions of such associated persons relate to this Agreement.

7. Confidentiality

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 2 years after its termination:
 - 7.1.1 keep confidential all Confidential Information;
 - 7.1.2 not disclose any Confidential Information to any other party;

- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 7.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
 - 7.2.1.1 any sub-contractor or supplier of that Party;
 - 7.2.1.2 any governmental or other authority or regulatory body; or
 - 7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause 7 shall continue in force in accordance with their terms indefinitely, notwithstanding the termination of this Agreement for any reason.

8. **Data Protection**

- 8.1 In this Clause 8:
 - 8.1.1 “Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
 - 8.1.2 “personal data” means personal data as defined in the Data Protection Legislation.
- 8.2 All personal data that either Supplier or the Introducer (“First Party”) may use

will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the other party being, as the case may be, either the Supplier or the Introducer (“Other Party”) and the rights under the Data Protection Legislation of any third party.

- 8.3 For complete details of the First Party’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party’s and any third party’s rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party.
- 8.4 All personal data to be shared by the First Party with the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.

9. **Force Majeure**

- 9.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10. **Term and Termination**

- 10.1 This Agreement shall come into force on <<insert Commencement Date>> and shall continue for a Term of 12 months from that date, subject to the provisions of this Clause 10.
- 10.2 Either Party shall have the right, exercisable by giving not less than 14 days written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 10.1 (or any further period for which this Agreement has been extended pursuant to this provision) to request the extension of the Term of this Agreement for a further period of 12 months. Such extension shall occur only upon the mutual agreement of the Parties.
- 10.3 Either Party may terminate this Agreement by giving to the other not less than 14 days written notice.
- 10.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
 - 10.4.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 60 days Business Days of the due date for payment;
 - 10.4.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

- 10.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 10.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 10.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 10.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 10.4.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 10.4.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 10.5 For the purposes of sub-Clause 10.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
 - 10.6 The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. **Effects of Termination**

Upon the termination of this Agreement for any reason:

- 11.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 11.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect (This shall include, but not be limited to, the Supplier's obligation to pay to the Introducer any Introduction Commission resulting from the formation of Applicable Contracts);
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 11.4 subject as provided in this Clause 11 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 11.5 each Party shall (except to the extent referred to in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

12. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

14. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

15. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

16. **Assignment and Sub-Contracting**

16.1 Subject to sub-Clause 16.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

16.2 The Introducer shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Introducer.

17. **Time**

17.1 The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.

18. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

19. **Third Party Rights**

No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. **Notices**

20.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been duly given:

20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. **Entire Agreement**

21.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

22. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

23. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

24. **Dispute Resolution**

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who

have the authority to settle such disputes.

- 24.2 If negotiations under sub-Clause 24.1 do not resolve the matter within 90 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 24.3 The seat of the arbitration under sub-Clause 24.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 24.4 Nothing in this Clause 24 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 24.5 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 24 shall be final and binding on both Parties.

25. Law and Jurisdiction

- 25.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Subject to the provisions of Clause 24, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier by:
<<Name and Title of person signing for the Supplier>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the Introducer by:
<<Name and Title of person signing for the Introducer>>

Authorised Signature

Date: _____