

Reseller Agreement

Between

Clearsight Technologies Ltd

&

.....

1. DEFINITIONS

1.1 Unless stipulated otherwise in this Agreement, the capitalised terms stated below shall have the following meaning:

"Agreement" means this reseller agreement.

"Reseller", "You" or "Your" shall refer to the person whose details are herein provided under the heading of Reseller on page one (1) of this Agreement.

"Us", "CLEARSTIGHT", "CLEARSTIGHT Technologies" shall refer to the CLEARSTIGHT Technologies Ltd., a Bulgarian corporation whose details are herein provided under the heading of CLEARSTIGHT Technologies Ltd on page one (1) of this Agreement.

"Products" or "Product" is represented by a license key generated by

CLEARSTIGHT, which is subject to sale and resale hereunder and which represents the right of use of certain software produced by CLEARSTIGHT and services pertaining thereto including time-limited access to new virus signature updates and support (updates of SW) as applicable.

"Reseller Type" shall mean Authorized, Silver or Gold status which is determined based on criteria as published by CLEARSTIGHT from time-to-time; Fulfilment of the criteria of each Reseller type may be connected with additional benefits hereunder or under the CLEARSTIGHT discount policy.

"Credit Limit" shall mean an amount, set from time-to-time by CLEARSTIGHT, which shall represent the minimum amount of money, below which, CLEARSTIGHT, at its sole discretion, shall not invoice for in an Accounting Period, but shall roll-over such invoice to the following Accounting Period.

"Gross" or "MSRP" shall mean the recommended end-user product pricing as defined in CLEARSTIGHT's MSRP pricelists that may be set from time-to-time by CLEARSTIGHT.

For avoidance of doubt, all MSRP, set by CLEARSTIGHT are only recommended, Reseller is not bound by these prices in its relation to its customers.

"Net" shall mean Gross minus Reseller Margin, as notified to Reseller by CLEARSTIGHT in the form

CLEARSTIGHT discount policy as introduced from time to time and effective at the moment of ordering of the Products through B2B. "Reseller Margin" shall refer to the percentage of the Gross price as specified by the CLEARSTIGHT discount policy effective at the moment of placing an order by the Reseller in B2B. For avoidance of doubt, the current Reseller Margin shall be agreed between CLEARSTIGHT and the Reseller in all cases at the time of placing the respective order through the B2B and thus set by the individual partial agreements entered into between CLEARSTIGHT and the Reseller with respect to delivery of the particular Products.

"European Union" and "EEA" shall mean the countries which are full members of the European Union during the Term plus Iceland, Norway, Liechtenstein and Switzerland;

"B2B" shall mean the business to business ordering systems as shall be operated during the Term by CLEARSTIGHT and utilized by the resellers, including the Reseller, for placing individual wholesale orders of the Products; This ordering system is accessible via authorization and identification means provided to the Reseller upon acceptance hereof;

"Term" shall mean the term of duration of this Agreement;

"Territory" shall mean the Territory as defined herein (in the header of this Agreement); "Confidential Information" means any information disclosed or communicated by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential", "Proprietary" or some similar designation; Content and terms of this Agreement, CLEARSTIGHT discount policy and their changes are always considered as Confidential Information even if they are not explicitly designated as "Confidential ", "Proprietary".

"Currency" shall be the currency denomination in which the sales hereunder shall be invoiced in, which, for the avoidance of doubt will be Euro for resellers in Continental Europe and/or the European Union except for the United Kingdom; British Pounds for resellers in the United Kingdom and Northern Ireland; and US Dollars for the rest of the world;

"Intellectual Property" shall mean the copyrights, patents (if any), trademarks and registered trademarks of CLEARSTIGHT Technologies, in whatever country held; "Actively sell" shall mean the all kinds of business activities leading to promoting products to the new potential customers as understood under Commission Regulation (EC) No 2790/1999; "Passively sell" shall mean only that type of sale which is realized without active approach of the seller and is initialized by the buyer as understood under Commission Regulation (EC) No 2790/1999;

"CLEARSTIGHT discount policy" shall mean the Reseller Margin definitions and manner of margin provision (e.g. in the form of wholesale discount from MSRP of the Product) as notified by CLEARSTIGHT to the Reseller from time to time. The CLEARSTIGHT discount policy is subject to changes by CLEARSTIGHT from time to time and its current version as well as notification of its changes is always accessible through the B2B.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this Agreement is to create a business relationship and setup terms and conditions between the Reseller and CLEARSTIGHT for the purposes of non-exclusive reselling of CLEARSTIGHT's Products by the Reseller.

2.2 The parties to this Agreement declare that the intent of this Agreement and the business relationship created thereupon is to focus on and accomplish sales of the Products by the Reseller for the use by businesses and corporations, whereas the Reseller shall not regularly sell the Products to end consumers without prior consent by CLEARSTIGHT, which may be subject to additional criteria and conditions reflecting the specific nature of sales to end consumers, including namely technical support scope, training of personnel, promotion and sale methods, information duties, etc.

2.3 CLEARSTIGHT grants no exclusivity to the Reseller with respect to this Agreement, the Products or use of its Intellectual Property.

2.4 This Agreement shall apply to the Territory, and the Reseller is not permitted to actively sell Products outside of the Territory. The Reseller is, however, allowed to sell passively to the customers outside the Territory. The Reseller is obliged to inform CLEARSTIGHT about such sales in each individual case without delay. Breach of this obligation is considered as a material breach hereof.

3. GRANT OF RIGHTS

3.1 CLEARSIGHT grants the Reseller the non-exclusive right to market, promote and resell the Products.

3.2 The Reseller agrees to use its best endeavours and skill to promote sales of the Products and increase their market share in return for such grant of rights.

3.3 CLEARSIGHT makes no assignment and grants no licenses to the Reseller under this Agreement, unless agreed expressly otherwise herein.

4. DISTRIBUTION AND ORDERS

4.1 During the Term, the Reseller agrees to use commercially reasonable efforts, such as PR, press releases, media conferences, product reviews and other marketing activities, to actively resell the Products in the Territory using only true, up-to-date and not misleading information and data concerning Products. For avoidance of doubt no reimbursement of any costs incurred in connection with any marketing or other promotional activities related to the Product resale will be provided by CLEARSIGHT.

4.2 Upon request, the Reseller shall provide CLEARSIGHT with reports concerning the marketing actions performed by the Reseller (e.g. PR, press releases, media conferences, advertisements, marketing campaigns, trade shows etc.) including a summary of the short and anticipated long term performance results specifying marketing activities and investments, with breakdown by countries, channels, and Products affected.

4.3 Orders, as secured by Reseller, shall be placed through CLEARSIGHT's B2B system, in accordance with the instructions and guidance provided from time-to-time by CLEARSIGHT in the document "Reseller FAQ's" and under the pricing conditions as applicable based on the current CLEARSIGHT discount policy.

4.4 The Reseller acknowledges that the Product distribution shall be electronic in nature.

4.5 From time-to-time CLEARSIGHT may choose to provide the Reseller with CD ROM (or other data storage media) versions of its Products ("Promotional Products"). These Promotional Products shall be used by the Reseller for promotional purposes only, and may not be sold for additional charges (though they may be provided free of charge to customers requesting them).

4.6 The Reseller agrees not to: copy; press; create a glass master; or in any other way replicate, copy or duplicate such Promotional Products and not to distribute for promotional purposes any other versions of the Products than the Promotional

Products without prior written permission by CLEARSIGHT.

4.7 The Reseller agrees not to export or re-export the Products to any country or territory as notified by US or EU authorities responsible for the prohibition of exports to third countries or as required by US or EU laws and regulations. Breach of this obligation is considered as a material breach and subject to immediate termination hereof without right for cure and will result in any such Product exported or re-exported to such prohibited country or territory being made inoperative by CLEARSIGHT. In all such cases the Reseller will be responsible vis-a-vis all affected end-users to whom the Products were delivered in breach of this provision and undertakes to reimburse all potential damages suffered by CLEARSIGHT as a result of such delivery including all penalties and/or other sanctions imposed on CLEARSIGHT by any governmental or other authority.

4.8 The Reseller agrees to participate on active basis in the on-line training organized by CLEARSTIGHT at least once a year. Breach of this obligation is considered as a material breach.

5. PAYMENT TERMS AND ACCOUNTING

5.1 The Reseller shall pay for Products upon ordering (via Credit card, PayPal or other similar method which will be available in the reseller centre of CLEARSTIGHT (B2B system) – i.e. prior to delivery, unless a Credit Limit is provided to the Reseller.

5.2 Where Credit Limit is available to the Reseller by CLEARSTIGHT, the Reseller undertakes to pay invoices as issued by CLEARSTIGHT to the Reseller at the latest within 15 days of receipt of the relevant invoice in the Currency as applicable.

5.3 Invoices shall be considered as delivered if sent to email address provided by the Reseller to CLEARSTIGHT on page one (1) of this Agreement or through B2B (if applicable).

5.4 CLEARSTIGHT agrees to invoice the Reseller on a regular basis, provided that:

a) CLEARSTIGHT has no obligation to invoice the Reseller who has not reached his Credit Limit, except where CLEARSTIGHT shall see fit to do so;

b) Such invoices will be for the Net amount as defined hereunder that is based upon the Gross/MSRP price of the Products not on what the Reseller charged for them;

c) The Reseller Margin upon which the Net price is based shall be applicable in the amount based on CLEARSTIGHT discount policy valid at the time of placing the respective order through the B2B.

5.5 The Reseller agrees to pay the invoiced amount using the "SHA" symbol on wire transfers, so that the cost is equally shared by the Reseller and CLEARSTIGHT, or to alternate payments of the charges between CLEARSTIGHT and the Reseller where the "SHA" symbol of transfer is not available.

5.6 The amounts due to and invoiced by CLEARSTIGHT are net amounts to be received by CLEARSTIGHT, and are not subject to any offset or reduction as a result of claim of any costs (except for shared money transfer costs as indicated above), expenses, or liabilities incurred by the Reseller or due by CLEARSTIGHT as a result of performance hereof or otherwise due to the Reseller as a result hereof.

5.7 The Reseller agrees to pay invoices in full, i.e. solely the Reseller is responsible for and will pay directly, any and all taxes, duties and charges incurred in connection with the performance of this Agreement, including, but not limited to, sales and use taxes, withholding taxes, duties and charges imposed by federal, state or local governmental authorities in whatever country, but excluding corporate income taxes of CLEARSTIGHT so that the amount credited to the account of CLEARSTIGHT matches the invoiced amount (subject to shared money transfer costs as indicated above). The Reseller will also be responsible for payment of any license fee, assessment, duty, tax, levy, or similar charge imposed by any foreign government as a result of this Agreement or the transactions contemplated by the parties hereunder.

5.8 The Reseller acknowledges and agrees that CLEARSTIGHT has a right to blacklist Products, including pertaining licenses (for the avoidance of doubt this shall result in the making of the relevant Product / license inoperable), that the Reseller has been invoiced for but does not pay for duly and in time. Such blacklisting does not affect the Resellers' duty to pay for purchase of such Products. The Reseller acknowledges that solely the Reseller shall be responsible vis-à-vis third persons for sale of Products later blacklisted as a result of non-payment or late payment by the Reseller to CLEARSTIGHT hereunder.

The Reseller undertakes to reimburse and hold CLEARSTIGHT harmless against any damage suffered as a result of exercise of the right of CLEARSTIGHT to blacklist unpaid Products.

6. CANCELLATION OF ORDERS

6.1 Orders may be cancelled by the Reseller within 14 days after the relevant order has been placed in B2B, subject to the following conditions:

- a) Where the ordered Product was not yet invoiced to the Reseller, the "cancel request" form must be properly completed and submitted through B2B by the Reseller;
- b) Where the order was already invoiced to the Reseller, the "request for credit note" form in the B2B system must be properly completed and submitted by the Reseller.

6.2 The Reseller acknowledges that failure to cancel an order under the above terms will result in issuance of a due invoice which must then be paid.

6.3 CLEARSTIGHT may, at its sole discretion, issue a credit note for orders invoiced due to the Reseller error within 30 days following such error and such credit-noting shall be effective only if the Reseller signs and sends back to CLEARSTIGHT such credit note within seven days of its issue.

6.4 The Reseller acknowledges that the Product (i.e. the relevant license key) from any cancelled order will be rendered inoperative and cannot be used any more. The Reseller undertakes to ensure that such affected Product is not distributed to a customer.

7. CORPORATE PROMOTIONAL USE

7.1 The Reseller may order Products for its own use in-house for promotional purposes free of charge under the following terms:

- a) Upon gaining access to B2B, the Reseller shall order one (1) Premium (desktop) one year license as a testing order. The Reseller shall create a customer (and hence get assigned customer number) using its own identification data for this purpose. This Product will be delivered free of charge to the Reseller for use during the relevant license period and may not be resold or otherwise commercialized by the Reseller, but may be used (for the relevant license period) by the Reseller, provided the Reseller has notified

CLEARSTIGHT (at sales@csantivirus.com) of the testing nature of such order.

- b) Upon receipt of payment of the first invoice (or generally upon receipt of the first payment from the Reseller by CLEARSTIGHT), the Reseller may order the Products for promotional and internal use (i.e. not for resale) up to a value to be determined by CLEARSTIGHT in good faith and notified to the Reseller – such order may be done once in three month, though accepting such order shall always be at the sole discretion of CLEARSTIGHT;

- c) Products ordered for promotional and internal use (i.e. as specified in paragraphs (a) and (b) above) will always be time limited for one year only;

- d) In all cases the Reseller must ensure to obtain from CLEARSTIGHT written notification/confirmation that such Products have been marked for internal use; The Reseller acknowledges that where such confirmation is not issued, the Reseller will be invoiced for such Products;

e) Any “not-for-resale” Products shall be ordered against the Reseller customer number as assigned to the Reseller in Section 7.1.a (above).

7.2 The Reseller undertakes not to provide such internal and promotional use Products to or enable their use by customers of the Reseller or any other third persons, and under no circumstances may transfer, assign, enable use or provide the relevant licenses to any third party or entity.

8. SUPPORT OF CUSTOMERS BY THE RESELLER

8.1 The Reseller agrees and undertakes to:

- a) Support its customers who have ordered and paid for the purchase of Products from the Reseller;
- b) Escalate to CLEARSTIGHT only customer issues of material importance, and in all cases subject to procedures as notified by CLEARSTIGHT from time-to-time;
- c) Notify to CLEARSTIGHT any detection of so-called "false positives" that may be reported or become known to the Reseller through its customers;
- d) Inform its customers that they are supposed to contact the Reseller for support in the first instance.

9. SUPPORT OF RESELLER BY CLEARSTIGHT

9.1 CLEARSTIGHT agrees to:

- a) Support the Reseller on a best efforts basis and in a timely manner in technical matters, where possible; and
- b) Support the Reseller, on a best efforts basis and in a timely manner, where the matter is of a sales nature;
- c) Provide to the customers of the Reseller, on a best efforts basis, a defect free software and related services and data;
- d) Provide to the customers of the Reseller, on a best efforts basis, with regular updates of virus signature definitions related to the resold Product;
- e) Provide to customers of the Reseller, on a best efforts basis, with regular updates of software operated based on purchase of Products.

9.2 Notwithstanding the foregoing Sections 14 and 15 of this Agreement shall apply and prevail.

9.3 The Reseller is obliged to actively cooperate with partners in the Territory if such partners are established by CLEARSTIGHT to increase the level of services to customers in the Territory.

10. USE OF TRADEMARKS, INTELLECTUAL PROPERTY

10.1 CLEARSTIGHT grants the Reseller limited non-exclusive rights for the Term hereof to use trademarks, and registered trademarks owned by CLEARSTIGHT, always strictly for the purposes of promotion and marketing of the Products by the Reseller hereunder and subject to instructions by CLEARSTIGHT and the following conditions:

- a) The Reseller may use the said trademarks and registered trademarks only in the simple promotion of the Products in print, television, web, so-called new media, including streaming media;
- b) The Reseller agrees in each case to acknowledge all CLEARSTIGHT’s Intellectual

Property in such promotion of the Products in proper manner (e.g. by note "CLEARSTIGHT! is a trademark or registered trademark of CLEARSTIGHT Technologies Ltd.");

c) The Reseller agrees not to claim ownership of any such Intellectual Property, nor pass-off such Intellectual Property as its own, nor create new intellectual property based upon Our Intellectual Property (so-called derivative works), any such new (derived) intellectual property shall become or remain the property of CLEARSTIGHT, including, but not limited to: (i) Translated works; (ii) Localized versions (where applicable); (iii) Adapted works; (iv) New works based upon CLEARSTIGHT intellectual property.

d) Use of CLEARSTIGHT's Intellectual Property on a website of the Reseller is also subject to Section 11 hereof.

10.2 CLEARSTIGHT reserves the right to notify to resellers at any time instructions concerning use of the trademarks and the Reseller undertakes to unconditionally and without delay adhere to such instructions and conditions. For avoidance of doubt this includes the right to request immediate termination of use of any CLEARSTIGHT's Intellectual Property.

10.3 The Reseller agrees not to produce/develop any derivative works from the Products; such production shall be considered a material breach of this Agreement.

10.4 The Reseller undertakes to notify CLEARSTIGHT without delay whenever it becomes aware of any case of abuse or illegal use of CLEARSTIGHT's Intellectual Property, including cases of illegal use of CLEARSTIGHT's trademarks or software.

10.5 Breach of any of the obligations related to use of the trademarks or CLEARSTIGHT intellectual property is considered as a material breach.

11. WEBSITE

11.1 The Reseller shall:

a) Maintain at the sole expense of the Reseller a fully functioning website at all times during the Term hereof for promotion, support and marketing of Products;

b) Provide (on the Resellers website) correct and up-to-date information about all CLEARSTIGHT Products which the Reseller resells hereunder;

c) Maintain at least one link to www.csantivirus.com web site from the Reseller's website (preferably links to product pages as well as the CLEARSTIGHT! home page);

d) Not mislead the Reseller customers with respect to the relationship between CLEARSTIGHT and the Reseller – in particular to avoid anything which may create false impression of the Reseller's acting on behalf of CLEARSTIGHT and ensure that the customers are duly informed that the Products are delivered to the customer by and paid by the customer to the Reseller acting in its own name; For avoidance of doubt the Reseller undertakes not to create web page using graphic design components that might lead the Reseller's customer to believe, that such web page is of CLEARSTIGHT, its branch or another business partner.

e) Use only graphic layouts, designs and identification provided/permitted by CLEARSTIGHT (which may differ depending on the Reseller Type) where the Reseller wishes to use design/colors or layout similar to CLEARSTIGHT's official product pages;

f) Not use any CLEARSTIGHT trademark or registered trademark (in whatever country held or registered) in the domain name of any website used or operated by the Reseller;

g) Where the Reseller holds or uses a domain name containing CLEARSTIGHT Intellectual Property as a result of CLEARSTIGHT's permission to do so, the Reseller hereby:

(i) Agrees and undertakes to use such domain name only for the Term hereof and transfer the ownership /registration of this website domain name to CLEARSTIGHT at the Reseller's sole expense upon termination or expiration of the relationship hereunder;

(ii) Agrees not to advertise, sell or offer any competing products on a website the domain name of which contains CLEARSTIGHT's Intellectual Property.

h) Where the Reseller has registered a website domain name containing CLEARSTIGHT Intellectual Property as part of the domain name prior to execution hereof, and the Reseller has no written permission from CLEARSTIGHT to use such intellectual property, the Reseller hereby acknowledges and undertakes to transfer this website to CLEARSTIGHT within thirty (30) days as of signing this Agreement at its own expense;

i) The Reseller agrees not to register, use or utilize any website name containing CLEARSTIGHT Intellectual Property names for a period of five (5) years after termination of this Agreement;

j) The Reseller agrees not to sell Products on websites containing any illegal products, such as, but not limited to, warez (pirated software), drugs (including pharmaceutical whether legal or otherwise), or sell CLEARSTIGHT! Products on site containing explicit or pornographic materials or sites the content of which may harm or jeopardize the goodwill and reputation of CLEARSTIGHT and/or its Products.

12. EXPORT

12.1 CLEARSTIGHT represents that at the date of execution of this Agreement it is not aware of any regulations restricting export of the Product(s) to countries outside the United States or the European Union other than the laws/measures of the United States or European Union which prohibit exports to specified countries. However, the Reseller explicitly acknowledges that it is its sole responsibility to comply with any product/service sale/distribution restrictions as applicable in the countries and territories to which the Reseller resells the Products acquired hereunder.

13. WARRANTIES AND INDEMNIFICATION

13.1 CLEARSTIGHT represents and warrants that it has the right to grant the licenses which the Product gives access to as set forth in this Agreement, and that such licenses and the exercise thereof, to the best of CLEARSTIGHT's knowledge, do not and will not infringe any third party's patents, copyrights, trademarks or other proprietary rights or misappropriate any trade secrets.

14. DISCLAIMER

14.1 THE WARRANTIES PROVIDED BY CLEARSTIGHT HEREUNDER ARE THE ONLY WARRANTIES PROVIDED BY CLEARSTIGHT WITH RESPECT TO THE PRODUCT(S) AND DOCUMENTATION. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES BY CLEARSTIGHT, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT(S).

15. LIMITATION OF LIABILITY

15.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 13 AND 14 ABOVE, CLEARSIGHT WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PRODUCT(S).

15.2 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTIONS 13 AND 14 ABOVE, CLEARSIGHT CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT WITH RESPECT TO PARTICULAR PRODUCTS SHALL NOT EXCEED THE AMOUNTS PAID AND/OR PAYABLE FOR THE RELEVANT PRODUCTS BY THE RESELLER TO CLEARSIGHT UNDER THIS AGREEMENT.

16. CONFIDENTIALITY

16.1 Each party shall not use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations hereunder. Each party shall not disclose any Confidential Information of the other party to third parties, except to its employees and advisors on a need to know basis and subject to confidentiality undertaking by such receiving persons.

16.2 Each party agrees that it shall adopt reasonable measures to protect the secrecy of, prevent disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall adopt at least those measures it uses to protect its own confidential information and shall ensure that its employees are informed of this requirement and bound by it.

16.3 Each party agrees that the terms and conditions, but not the existence, of this Agreement shall be treated as the Confidential Information and that neither party shall disclose the terms and conditions of this Agreement without the prior written consent of CLEARSIGHT; provided, however, that each party may disclose the terms and conditions of this Agreement:

- a) where so required by any court or other governmental body by enforceable and mandatory decision;
- b) where so otherwise required by mandatory applicable provisions of law.

17. END-USER DATA

17.1 The Reseller shall provide CLEARSIGHT with relevant end-user data for the purposes of provision of technical support and other services related to the Products to the end users (where such data are available).

18. JOINT MARKETING SCHEME

18.1 CLEARSIGHT may introduce a Joint Marketing Scheme for resellers with a Type of Premium Reseller and above at CLEARSIGHT's sole discretion; the terms and conditions of this Joint Marketing Scheme shall be provided, at CLEARSIGHT's discretion, in the document Reseller FAQ's.

19. CHANGE OF CONTROL

19.1 In the event of a substantial change in control of the Reseller (for the avoidance of doubt, "substantial change of control" for the purposes of this Agreement shall mean that any entity or person acquires control over 20% or more of the voting rights in the Reseller, its enterprise or its part or otherwise gains control over executive bodies of the Reseller), the Reseller undertakes to notify such change to CLEARSIGHT within ten (10) days of such an event.

19.2 Upon such notification CLEARSIGHT, at its sole discretion may:

a) require the Reseller's data and/or documents enabling CLEARSIGHT to verify good standing of the Reseller (which the Reseller undertakes to provide) – such documents and data including, but not limited to documentation proof of the change, shareholding and control in the Reseller or financial data; or b) terminate this Agreement with 30 day notice.

19.3 The Agreement shall be transferable by CLEARSIGHT but not by the Reseller.

20. TERM AND TERMINATION

20.1 This Agreement shall commence upon the signing (or electronic acceptance in B2B by logged-in Reseller) of this Agreement and is concluded for indefinite period of time.

20.2 Either party may terminate this Agreement at any time even without reason/cause with 30 days termination notice.

20.3 Either party may withdraw from this Agreement with immediate effect if the other party is in material breach of its obligations hereunder and (except for cases where the correction period is expressly not required hereunder) such default is not corrected within adequate (but not longer than thirty (30) days) remedy period provided to the defaulting party's in notification specifying the default. Where such remedy period lapses without full remedy of the breach, the Agreement is deemed to be terminated.

20.4 Either party may withdraw from this Agreement immediately by a notice if the other party becomes insolvent in any voluntary or involuntary insolvency, bankruptcy or any similar proceeding.

21. CONSEQUENCES OF TERMINATION OR EXPIRATION

21.1 Upon termination or expiration of this Agreement (for whatever reason):

a) All of the Reseller's so called "not-for-resale" and "internal use" licenses provided by CLEARSIGHT in the course of performance hereof will terminate automatically and rendered inoperative; all Promotional Products shall be returned to CLEARSIGHT;

b) The Reseller shall surrender all paperwork to this Agreement to CLEARSIGHT, except one (1) copy of this Agreement for reference;

c) Where electronic copies of such paperwork are stored, the Reseller shall, in good faith, delete all such electronic copies without delay and confirm this step to CLEARSIGHT upon request.

21.2 For avoidance of doubt each end-user license existing as a result of sale of the Products hereunder shall survive termination and remain valid until expiration of such license provided that the Reseller has paid the relevant invoice with respect to that Product.

21.3 Any termination shall not affect liability for any payments outstanding under this Agreement.

21.4 Each party understands that the rights of termination hereunder are absolute and that it has no rights to a continued relationship with the other after termination except as expressly stated herein. Neither party shall incur any liability whatsoever for any damage, loss or expenses on the account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of the other party as a result of termination hereof for whatever reason.

21.5 The provisions which based on their nature are supposed to survive termination of this Agreement shall survive it, including in particular the provisions of Sections 4.6,

4.7, 5, 7.2, 11.1 g), 11.1 h), 11.1j), 12, 14, 15, 16 t.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 This Agreement shall be governed by the laws of the Bulgaria, and all disputes arising from the present contract and/or in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Bulgaria and Agricultural Chamber of the Bulgaria by three arbitrators in accordance with the Rules of that Arbitration Court.

22.2 The parties agree that any agreements and covenants entered into between the Reseller and CLEARSTIGHT in connection with performance hereof shall also be subject to the same governing law and dispute resolution principles.

23. GENERAL PROVISIONS

23.1 Force Majeure - no party to this Agreement shall be liable to the other party because of failure to perform its duties hereunder caused by any event or circumstance beyond an individual party's reasonable control, including but not limited to fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labour controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God or law, except as expressly provided for herein to the contrary. 23.2 No Waivers - no waiver by any party hereto of any right hereunder shall be deemed to be a waiver of any preceding or succeeding right. The exercise or non-exercise of any right of either party hereunder shall not be considered as a waiver of any right hereunder.

23.3 No Violation of Law - nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and where there is any conflict between any provision of this Agreement and any material applicable statute, law or regulation, the latter shall prevail, but in such event the affected provision(s) of this Agreement shall be amended by the parties to the extent necessary to make it/them compliant.

23.4 Notices - Any notices required or permitted by this Agreement shall be sent via e-mail email i.e. sent to the e-mail addresses specified in the heading hereof or e-mail address as used in the course of day-to-day communication between the parties) or communicated to the Reseller via B2B upon login of the Reseller into B2B. For avoidance of doubt, this is applicable to all notices hereunder including termination notice and breach remedy notice; The Reseller agrees that the e-mail addresses provided on page one (1) of this Agreement shall remain active during the Term or until a replacing e-mail address is notified to CLEARSTIGHT for these purposes and shall ensure that both this e-mail address and the B2B is accessed only by persons authorized to act on behalf of the Reseller in the scope of obligations and duties hereunder and decide about terms hereof. For avoidance of doubt CLEARSTIGHT is not responsible for verification of authority of such persons acting on behalf of the Reseller through B2B or agreed e-mail channel.

23.5 Headings - headings provided in this Agreement are solely for the convenience of reference and shall not effect interpretation of this Agreement.

23.6 No Construction against Drafting Parties - no party to this Agreement shall be disadvantaged just as a result of the fact it drafted or suggested any section hereof, nor shall any party be advantaged as a result of drafting or suggesting any section hereof.

23.7 Entire Agreement - this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any prior correspondence, negotiations, agreements, understandings and representations with respect thereto.

23.8 Amendments - This Agreement may be amended either by written amendment executed by both parties or by notification of change or amendments of conditions for resellers as published from time to time by CLEARSTIGHT in B2B provided that: (i) such change and/or amendment effectiveness occurs no sooner than 14 days after the date of publishing in B2B and (ii) the change is notified to the Reseller upon its first login into B2B after the date of publishing and the Reseller opts to "ACCEPT" it. For avoidance of doubt, where the Reseller opts to "NOT-ACCEPT", it will be considered as termination of this Agreement with the effect as of the moment of planned effectiveness of the change as indicated in B2B. Any order made by the Reseller in B2B after the date of indicated effectiveness of a change published via B2B will be considered by the parties as tacit unconditional and immediate acceptance of such change by the Reseller. For avoidance of doubts, the Reseller acknowledges and undertakes to regularly (at least 2 times a month) monitor B2B notifications for the Resellers.

SIGNATURES TO THIS AGREEMENT

CLEARSTIGHT Technologies Ltd

James Norris

title: CEO

title: _____

This agreement can be accepted by signing of the printed form, or accepted by the clicking of the "Accept" button by the electronic way.

COMPANY NAME AND ADDRESS OR RESELLER

DATE: _____

