



PARTNER “LEAD SHARE” AGREEMENT

This **Partner Lead Share Agreement** (the “Agreement”) is entered into as of the 29th day of October, 2018 (“Effective Date”) by and between **Secuvant, LLC**, a Utah Limited Liability Corporation with offices at 222 S. Main, Suite 500, Salt Lake City, UT 84101 (“Company”), and **COMPANY NAME**, a STATE OF INCORPORATION ENTITY TYPE with offices at ADDRESS, CITY, STATE ZIP (“Partner”). Company and Partner may be referred to collectively herein as the “Parties” and each individually as a “Party”.

RECITALS

WHEREAS, the Parties would mutually benefit if Partner is appointed as an authorized Lead Share Partner of the Company to sell risk management and cyber security services provided by Company.

WHEREAS, the Parties desire to establish the terms and conditions under which Partner may refer Customers (as hereafter defined) for Company.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. APPOINTMENT; TERM

1.1 **Appointment of Partner.** Company hereby appoints Partner as a non-exclusive, independent sales representative of the Company to solicit prospective end user purchasers of the services (the “Services”) identified in Exhibit 1 attached hereto and incorporated herein. Company may in its sole discretion directly market the Services to any other person.

1.3 **Term.** The initial term (“Initial Term”) of this Agreement shall be one (1) year commencing on the Effective Date. This Agreement shall automatically renew for consecutive additional periods of one (1) year (each, a “Renewal Term”) unless terminated by either Party in writing at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term then in effect (as applicable). The Initial Term and any applicable Renewal Term(s) shall hereafter be referred to collectively as the “Term”.

2. RIGHTS AND DUTIES OF PARTNER

2.1 **Right to Receive Commissions.** Subject to the conditions set forth herein, Partner shall have the right to be paid Commissions (as hereafter defined) in respect to sales of Services to every customer of Company (i) who is introduced to Company by Partner and (ii) for which Partner

has met its obligations set forth in this Agreement, including without limitation the obligations set forth in Section 2.2 below (individually, a “Customer”; collectively, “Customers”).

2.2 **Duty to Market the Product.** At its own expense, Partner shall (i) initiate and attend sales calls and initial meetings with prospective Customers; and (ii) market, advertise, promote and solicit the sale of the Services and conduct business in a manner that reflects favorably at all times on the Company’s Services and the good name, goodwill and reputation of the Company (the “Marketing Services”).

2.3 **Deal Registration.** Partner shall, in respect to a sale or purchase of a Customer contract for Services, submit a “**Deal Registration**” by sending an email to dealreg@secuvant.com after the initial introductory meeting and no less than sixty (60) days prior to the sale or purchase of the contract. A Deal Registration may be approved for 90-days (with additional 90-day extensions as required) or denied at the sole discretion of the Company. In the event multiple partners, I.e., Integrators, Service Providers, etc. (collectively referred to as “Partners”) are found providing marketing services to a common customer, Company will award commissions to the partner that (i) submits deal registration to Company, (ii) receives written approval by Company that deal registration is accepted, and (iii) if requested by Company, provides documentation demonstrating Customer’s desire to appoint partner as “Partner of Record” for a specific sale or purchase of a Customer contract.

3. RIGHTS AND DUTIES OF COMPANY

3.1 **Duty to Pay Commissions.** Company shall pay Commissions on all sales of Services to Customers as set forth in Section 4. The period of time in which Company has a duty to pay Partner Commissions shall hereafter be called the “Commission Period” and is defined as a period of twelve (12) months from the service start date (“Commencement Date”) or for the term of the Client agreement whichever is longer, of the agreement entered into by Client and Company (“Client Agreement”), at which point Company will have met its commission obligations to Partner.

4. COMMISSIONS

4.1 **Payment of Commissions.** Partner shall be paid a “**Commission**” on all Net Billed Revenues for each Customer referred to Company by Partner by the 15th day of the month following the month in which payment for the applicable Services is collected. For purposes of this Agreement, the term “**Net Billed Revenues**” shall equal amounts (i) invoiced to Customers and collected by Company for Services provided by Company during the Commission Period, (ii) minus governmentally mandated charges and taxes, associated customary travel and expense revenues, and one-time service set-up fees associated with implementation of managed services, and (iii) shall include renewals and / or subsequent projects associated with the Client Agreement. Company’s Commission obligation shall apply to all Services sold to Customer, whether payments from the Customer are collected prior to or after the termination of this Agreement; provided, however, that Commissions shall not apply to payments made by a Customer outside the Commission Period. The Commission rate shall be as set forth in Exhibit 2, attached hereto and incorporated herein.

4.2 **Commission Disputes.** Partner may dispute any Commission payment by providing Company with a written notice of such dispute, including the amounts claimed to be due, no later than ninety (90) days after the date the Commission payment is made. Company shall provide invoices and payment receipts to Partner within thirty (30) business days of Partner's written request.

4.3 **Payment of Commissions After Termination.** Notwithstanding any other provision of this Agreement to the contrary, Company shall continue to pay Partner earned Commissions after termination of this Agreement for all remaining months of then current and active Customer contracts referred to Company by Partner; not to extend beyond the Commission Period, and so long as such Customers continue to utilize the Services, or substitutions thereof during the applicable term for such Services.

4.4 **Commission Termination, Chargeback and Offset.** The payment of any Commissions will be subject to termination, chargeback and offset in the following circumstances: (a) Commission payments with respect to discontinued or disconnected Services will terminate on the date of such discontinuance or disconnection, regardless of the reason for such discontinuance or disconnection; provided, however, if the Services are reinstated as a result of Partner performing Marketing Services in respect to such reinstatement, Company shall pay Partner Commissions on such Services net of Partner's pro rata portion of any applicable direct costs incurred by Company in connection therewith; and (b) if the Company does not receive a Customer payment upon which a Commission has been paid, then the Company will chargeback 100% of such Commissions; provided, however, if Company subsequently collects payment for such billing, Company shall pay Partner Commissions on such payment net of Partner's pro rata portion of any applicable collection agency fees or costs of suit. The Company will notify Partner not less than thirty (30) business days prior to such chargeback in order to enable Partner to assist with the collection of the account.

4.5 **Discounted Commissions.** The Parties recognize that from time to time discounted pricing is necessary to win new business. Should Company need to discount pricing, Company and Partner will mutually agree to new Commission terms, in writing, prior to presenting pricing to any potential Customer.

5. PARTNER'S STATUS

5.1 **Independent Contractor.** It is the intent of the Parties that Company and Partner shall each have the status of an independent contractor, and no provision in this Agreement shall be construed in a manner which would indicate otherwise. Partner is not and shall not be deemed an employee of Company, and Company, its employees and representatives are not employees of Partner.

5.2 **No Other Relationship.** Under no circumstances are the Parties to be deemed partners, joint ventures, co-owners, or the like. Each Party shall be responsible for the operation of its respective sole and separate business, including the payment of its own costs and expenses incurred in connection therewith.

6. TERMINATION OF THE AGREEMENT

6.1 **Termination for Cause.** Either Party (the “Terminating Party”) may terminate this Agreement for cause in the event of a material breach of the Agreement by the other Party (the “Breaching Party”) by providing thirty (30) days prior written notice to the Breaching Party, unless such material breach is cured by the Breaching Party within said notice period. A material breach means a final, non-appealable judgment by a court of competent jurisdiction which holds that the breaching Party committed a material violation of a material obligation under this Agreement which caused material harm to the non-breaching Party.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) and its officers, directors, employees, Partners, affiliates, attorneys, and successors and assigns from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs, and expenses (including, without limitation, interest, penalties, attorney’s fees, and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (a) the Indemnifying Party’s default under any provision in this Agreement, breach of any warranty or representation in this Agreement, or failure in any way to perform any obligation under this Agreement; (b) personal injury, death, or damage to or loss of any property arising out of or in any way relating to the Indemnifying Party’s provision of Services or its actions in furtherance of or pursuant, directly or indirectly, to this Agreement; or, (c) any claim, cause of action, judgment, liability, or expense relating to or arising out of the acts or omissions of the Indemnifying Party under this Agreement.

7.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR PARTNERS BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INTELLECTUAL PROPERTY.

8.1 The Parties acknowledge and agree that they retain ownership rights in and to their respective intellectual property, including without limitation their trade names, trademarks, service marks and promotional materials, whether presently existing or later developed by them (collectively "Intellectual Property"). Neither Party will use the other Party’s Intellectual Property without the consent of the other Party. Company hereby grants Partner a non-exclusive, non-transferable and non-sublicensable right to use Company’s authorized Company name and logo for advertising, publicity, on Partner’s website and on marketing materials.

9. CONFIDENTIALITY

9.1 The Parties acknowledge that during the Term hereof, a Party (the “Disclosing Party”) may disclose to the other Party (the “Receiving Party”) or the Receiving Party may receive in performing its obligations under this Agreement, information which is considered proprietary, confidential and/or competitively-sensitive by the Disclosing Party and agrees to take all reasonable and necessary steps to preserve the confidentiality of all information designated by the Disclosing Party, in writing or orally, as such (“Confidential Information”), whether communicated by the Disclosing Party, or received, in writing, electronically, orally or otherwise. Confidential Information shall not be used, or allowed to be used, by the Receiving Party for any purpose other than to facilitate its performance under this Agreement or disclosed to any third party without the Disclosing Party’s prior written consent, unless such disclosure is compelled by law or order of a court or other governmental authority. Confidential Information disclosed to the Receiving Party is and shall remain the property of the Disclosing Party. The amount of Commissions paid to Partner by Company under the Agreement shall be considered Confidential Information and shall not be disclosed to any Customer or any third party for any reason or no reason at all. The Receiving Party shall return all Confidential Information and all copies thereof promptly upon the reasonable written request of the Disclosing Party and upon termination of this Agreement. The obligations set forth in this Section 9.1 shall survive termination of this Agreement.

9.2 Confidential Information shall not include (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure is published or otherwise becomes available to the public through any means other than an act or omission of the Receiving Party; (iii) information which was previously known to the Receiving Party free of any obligation to keep it confidential or which is subsequently developed in good faith by the Receiving Party; or (iv) information rightfully acquired in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence.

10. NON-SOLICITATION

10.1 During the Term, neither Party shall contact any person employed by the other Party for the purpose of inducing him/her to terminate his/her employment, engagement or relationship with said other Party or its affiliates.

11. REPRESENTATIONS AND WARRANTIES; STANDARDS OF CONDUCT

11.1 Compliance with Law.

11.1.1 Company and Partner each represent and warrant to the other that: (i) it is in good standing with all applicable local and state governments; (ii) it is and shall continue to be in compliance with all applicable international, federal, state, and local laws and regulations applicable to its performance under this Agreement; and (iii) it shall maintain in full force and effect all licenses and permits required for its performance under this Agreement.

11.2 **Standards of Conduct.** In performing their respective duties under this Agreement, each of Company and Partner shall adhere to commercially reasonable standards of honesty, integrity and fair dealing.

12. ADDITIONAL PROVISIONS

12.1 **Executed Counterparts.** This Agreement may be executed in any number of original, faxed or emailed counterparts, and all counterparts shall be considered together as one agreement. A faxed or emailed counterpart shall have the same force and effect as an original signed counterpart.

12.2 **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or permitted assigns, and shall not be construed or enforced so as to confer any benefit upon any other person except as expressly provided herein. Neither Party shall assign this Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, either Party may assign this Agreement immediately without the prior written notice to or consent of the other Party (a) to any entity that controls, is controlled by, or is in common control with the assigning Party, (b) to any successor-in-interest to the assigning Party, or (c) if necessary to satisfy the rules, regulations, and/or orders of any federal, state, or local governmental agency or body. Notwithstanding the foregoing, Partner may assign its right to receive Commissions hereunder, provided it first give written notice of such assignment at least thirty (30) before Commissions are to be paid to the assignee. Company agrees that in any sale or disposition of all or any portion of the Customer base (the "Disposed Customer Base") sold by Partner hereunder, Company shall cause the acquiring party to assume this Agreement as to the Customer Base, including but not limited to Company's obligation to pay Commissions on the Disposed Customer Base hereunder.

12.3 **Section Headings.** All Section headings and captions used in the Agreement are inserted purely for convenience and identification, and shall not be used in any manner to interpret the Agreement.

12.4 **Governing Law and Venue.** The Agreement is to be governed and construed in accordance with the laws of the State of Utah, *Salt Lake County*. Any legal proceedings to enforce the Agreement shall be brought in the state or federal courts located in the State of Utah, *Salt Lake County*, and the Parties hereby waive any claim or defense that such forum is not convenient or proper or that said courts do not have personal or subject matter jurisdiction.

12.5 **Entire Agreement.** The Agreement and any attached exhibits constitute the entire and only agreement between the Parties with respect to the subject matter hereof and supersedes all prior statements, agreements, understandings, communications, representations and/or promises, whether in writing or oral, of the Parties relating hereto.

12.6 **Attorney's Fees.** If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to all costs, including but not limited to court costs and reasonable attorney's fees.

12.7 **Amendment.** The Agreement may not be modified or amended except by a written instrument duly signed by the Parties.

12.8 **Remedies Cumulative.** The remedies of the Parties under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

12.9 **Waiver.** No failure on the part of either Party to exercise, and no delay in its exercise of, any right, power or privilege hereunder shall operate as a waiver thereof. Moreover, no single or partial exercise by either Party of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.10 **Notices.** All notices, requests and demands hereunder shall be in writing and delivered by hand, by facsimile transmission, by mail, by telegram or by recognized commercial over-night delivery service (such as Federal Express, UPS or DHL) to the addresses specified above or to such other address as a Party may give to the other Party by written notice in accordance with this provision. Such notice shall be deemed given (a) if by hand delivery, upon such delivery; (b) if by facsimile transmission, upon telephone confirmation of receipt of same; (c) if by mail, four days after deposit in the United States mail, first class, registered or certified mail, postage prepaid; (d) if by recognized commercial over-night delivery service, upon such delivery.

12.11 **Provision Not Construed Against Party Drafting Agreement.** This Agreement shall be deemed to have been drafted by all Parties and, in the event of a dispute, no Party hereto shall be entitled to claim that any provision should be construed against the other Party by reason of the fact that it was drafted by that Party.

12.12 **Incorporation of Exhibits and Schedules.** Any and all exhibits, schedules and/or attachments identified in this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

12.13 **Force Majeure.** Except for Company's obligations to pay Commissions to Partner pursuant to Article 4 above, neither Party shall be liable for failure to perform or delay in performing any part of its obligations under this Agreement to the extent that they are unable to perform, either directly or indirectly, due to any cause or circumstance beyond the reasonable control of such Party, including, without limitation, acts of God, terrorism, fire, flood, storms, earthquake, strike or other labor dispute ("Force Majeure"). The Party affected by an event of Force Majeure shall promptly notify the other Party in writing. The Party so affected shall take reasonable steps to resume performance with the least possible delay.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

COMPANY

PARTNER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT 1

LIST OF SERVICES

The Services shall consist of all services provided by Company to end user customers in the continental United States that are (a) fixed-bid project(s) governed by a statement of work; (b) hourly labor contracts governed by a statement of work or work-order; and (c) monthly recurring revenue, governed by a managed services agreement.

EXHIBIT 2

COMMISSION PLAN

Statement of Work and / or Work Order

- Company shall pay Partner a one-time Commission equal to **five percent (5%)** of the initial SOW, Work Orders, or the annual contract value of a Monthly Recurring Revenue contract. Commission shall be paid in a lump sum payment upon initial invoice payment by Customer.