

Facsimile: +44 (0) 870 123 6474
Email: Info@ProfitEngineers.com
Web: <http://profitengineers.com>

Profitengineers is a trading name for
Proactive Selection Ltd.
Registered office: 2nd Floor, Old Inn House, 2 Carshalton Road, Sutton,
Surrey, SM1 4RA;
Registered in England England , No. 3701422
VAT registration Number: GB733429338

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Business Associate Agreement

BETWEEN

Profitengineers

AND

the “**Business Associate**”

WHEREAS

Profitengineers is engaged in the business of providing software development services, testing, consulting and other software solutions.

The Business Associate, a corporation or individual engaged in software related services intends to provide business leads and/or introduce Profitengineers to third parties in return for a consideration (hereinafter called the “**Commission**”), which shall be calculated as set out in Schedule 1 of this Agreement which forms an integral part of this Agreement.

1. Responsibilities of the Business Associate:

The Business Associate agrees:

- (i) To have Profitengineers as its exclusive partner. Business Associate agrees not to work with any other entity during the subsistence of this Agreement that competes with the products/services offered by Profitengineers.
- (ii) To introduce Profitengineers to parties with whom the Business Associate currently has or previously had a working arrangement, with the intent that Profitengineers may explore independently with such parties, opportunities for providing services.
- (iii) To make all reasonable efforts to ensure that the personnel of the Business Associate act at all times in a professional manner that will reflect favorably on Profitengineers. Business Associate and/or his personnel will not under any circumstances knowingly misrepresent Profitengineers or the capabilities of the product /services offered by Profitengineers in any way.
- (iv) To meet from its own resources any expenses incurred for the purpose of this Agreement.

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- (v) To treat as confidential and not to divulge to any third party except sales prospects and customers of Profitengineers any confidential information relating to Profitengineers without the written consent of Profitengineers.
- (v) To co-operate with Profitengineers in the preparation and submission of prospects, proposals, quotations, presentations and demonstrations.
- (vi) To ensure that during the term of this agreement and for a period of 2 years thereafter Business Associate will not directly or indirectly contact any past, prospective or existing client of Profitengineers.
- (vii) Not to solicit for hire or hire any employee of Profitengineers during the subsistence of this contract or for a minimum period of two years from the date of expiration of this contract without the written consent of Profitengineers

2. Responsibilities of Profitengineers:

Profitengineers agrees:

- (i) To pay the Business Associate, during the term of this Agreement, commission as set out in Schedule 1 of this agreement. Commission shall be payable within 15 days of receipt of the invoiced amount in full from the Client. The monies shall be collected by Profitengineers and the commission shall be calculated and become payable only on the actual monies received. Any tax liability arising from the payment of the commission by Profitengineers shall be the sole responsibility of the Business Associate.
- (ii) To provide services in an efficient and timely manner and take complete responsibility for all post sales support, delivery and related activities.
- (iii) Profitengineers retains the right to appoint other dealers, agents or marketing representatives at any time during the term of this Agreement.

3. CONFIDENTIAL INFORMATION

In order that the Business Associate may fulfill the requirements, it may be necessary or desirable for Profitengineers to disclose confidential and proprietary information pertaining to the past, present and /or future activities of Profitengineers and/or Profitengineers's clients as well as software technology used by Profitengineers in developing packages for marketing to its clients. Since it is difficult to separate confidential and proprietary information from ordinary and public information, the Business Associate agrees to regard all information gained as a result of the services to be performed hereunder, as information which is proprietary to Profitengineers and/or its clients and therefore it is not to be

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disclosed to anyone. The Business Associate shall at all times keep secret and inviolate all such business knowledge or information which he/she now or hereafter comes to know of Profitengineers and/or Profitengineers's client business or operation due to any services rendered pursuant to this agreement. The obligation of the Business Associate hereunder shall survive the termination of this agreement and shall not be deemed subject to any condition precedent.

3. LIABILITY CLAUSE

Profitengineers shall not be bound by or liable to any third party for any representations or warranties, whether written or oral, made by the Business Associate or representatives. In no event shall Profitengineers be liable to the Business Associate or any third party for any special, indirect, incidental or consequential damages (including but not limited to lost profits, lost data or records, or lost savings), which may arise pursuant to this Agreement.

No compensation shall be payable for failure on the part of Profitengineers to accept and/or execute the business procured by the Business Associate for whatever reason whether the failure is due to Force Majeur conditions including but not limited to strikes, civil war, riots, fire, statutory authorities, governmental orders or act of God or any other act beyond the control of Profitengineers.

4. AMENDMENTS:

No modification, amendment or variation of the terms of this Agreement shall be effective or binding on the parties unless made in writing and signed by both the parties to this Agreement. Either party can initiate changes.

5. STATUS OF THE PARTIES

The Business Associate and Profitengineers agree that the Business Associate is an independent contractor and at no time do either the Business Associate or Profitengineers have the power to bind or act as agent for the other or to vary the terms and conditions of this Agreement. The parties' relationship under this Agreement shall not create any form of legal association between the parties, which would impose liability on the other. Profitengineers shall have the right to either accept or reject a business prospect that the Business Associate has brought.

4. TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence on the date of execution of this Agreement and shall continue until terminated in accordance with the provisions of this Agreement.

Either party may terminate this agreement by giving 30 days notice, in writing, to the other party, of its intention to terminate this agreement.

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On such termination, Business Associate shall, destroy or return all documents relating to Profitengineers, including: marketing materials, reports, manuals, correspondence, customer lists, computer programs and all other materials and or copies obtained pursuant to this Agreement. The Business Associate shall not retain any copies of the materials unless such retention is approved by Profitengineers in writing.

6. FORCE MAJEUR

Profitengineers will not be responsible for any failure or delay in performing its obligations under this Agreement due to force majeure conditions including without limitation acts of God, violence, strikes, civil commotion, war, floods, etc. that have a direct bearing on the performance of its obligations under this Agreement. _

7. JURISDICTION

This Agreement is governed by, and is to be construed in accordance with, the laws of the United Kingdom, and any dispute under this Agreement will be subject to the exclusive jurisdiction of the courts in England.

Business Associate and Profitengineers warrant that the undersigned are duly authorized to execute this Agreement. Executed on the day and year signed below, with intent to be legally bound.

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SCHEDULE 1

Commission Plan

Details	% of revenue
For revenue generated through work done at Profitengineers's Development Center if the Business Associate provides the business lead only	TBA

- All Commissions shall be payable as a percentage of the billing rate before accounting for VAT (exclusive of VAT)
- Commissions will not be payable on expenses which are reimbursements in nature (including flight ticket charges, accommodation expenses), refunds by the Profitengineers and other excludable items that are contract-specific.
- Commissions will not be payable for any provision of services by Profitengineers to Proactive or for services rendered by Profitengineers thro proactive to any of its clients.