

RESELLER PARTNER AGREEMENT

DATED:

between

PUBLIC SECTOR ANALYTICS LIMITED

(trading as askKira)

and

(Reseller Partner)

BACKGROUND

A. askKira is an AI assistant platform operated by Public Sector Analytics Limited that provides knowledge management, guidance and support through conversational AI to organisations across various sectors.

B. The Reseller Partner has established market presence, credibility and/or sales channels within certain sectors and wishes to resell askKira subscriptions to end-user organisations.

C. askKira wishes to appoint the Reseller Partner on a non-exclusive basis to promote and resell askKira subscriptions in accordance with the terms of this Agreement.

D. This Agreement sets out the terms governing the relationship between askKira and the Reseller Partner, including commission arrangements, obligations, and protections for both parties.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"askKira" means Public Sector Analytics Limited (company number 13168814) trading as askKira, whose registered office is at 71-75 Shelton Street, London, WC2H 9JQ.

"Reseller Partner" or "Partner" means the party named on the front page of this Agreement.

"End User" or "Customer" means any organisation that purchases askKira subscriptions through the Reseller Partner.

"askKira Services" means the AI assistant platform and associated services provided by askKira as described at askkira.com and as may be updated from time to time.

"Subscription Fee" means the fees payable by an End User for access to askKira Services, as set out in the applicable pricing schedule or as agreed in writing between askKira and the End User.

"Collected Revenue" means Subscription Fees actually received and cleared by askKira from End Users, net of any refunds, chargebacks, or reversals.

"Commission" means the percentage payment due to the Reseller Partner calculated on Collected Revenue as set out in Schedule 1 and the Commission Schedule.

"Commission Schedule" means the master spreadsheet maintained by askKira setting out commission percentages applicable to different customer types, subscription tiers, or sectors, as provided to the Reseller Partner and as may be updated by askKira from time to time in accordance with clause 5.8.

"Qualified Lead" means an organisation introduced by the Reseller Partner that meets askKira's minimum customer criteria (as communicated to the Reseller Partner) and is not already an existing askKira customer or in active discussions with askKira or another reseller at the time of introduction.

"Territory" means or, if left blank, worldwide.

"Effective Date" means the date of this Agreement as stated on the front page.

"Initial Term" means the period specified in Schedule 1.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Confidential Information" means all information (whether written, oral, visual or electronic) disclosed by one party to the other, whether before or after the Effective Date, which is marked as confidential or which ought reasonably to be considered confidential given its nature and the circumstances of disclosure, including but not limited to: customer lists, pricing information, commission structures, business plans, technical information, know-how, trade secrets, financial information, and strategic plans.

"Data Protection Laws" means all applicable laws and regulations relating to privacy and data protection, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, in each case as amended or superseded from time to time.

"Business Day" means a day (other than Saturday or Sunday) on which banks are open for general business in London, England.

"Force Majeure Event" means any event or circumstance beyond a party's reasonable control including acts of God, flood, storm, epidemic, pandemic, fire, explosion, terrorist attack, war, government action, labour disputes, or failure of telecommunications or internet services.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to clauses and Schedules are to clauses of and Schedules to this Agreement;
- (b) headings are for convenience only and shall not affect interpretation;
- (c) words in the singular include the plural and vice versa;
- (d) references to persons include individuals, bodies corporate, partnerships, unincorporated associations and other legal entities;
- (e) references to any statute or statutory provision include any subordinate legislation made under it and shall be construed as references to such statute, provision or legislation as modified, amended, extended, consolidated, re-enacted or replaced from time to time;
- (f) the words "including", "include" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as limiting the generality of any preceding words;
- (g) references to "writing" or "written" include email unless expressly stated otherwise;
- (h) where the word "either" is used in relation to the parties, it means one or the other but not both; where the word "both" is used, it means askKira and the Reseller Partner together;
- (i) the Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.

2. APPOINTMENT AND SCOPE

2.1 Appointment

askKira appoints the Reseller Partner, and the Reseller Partner accepts appointment, as a non-exclusive reseller of askKira Services in the Territory for the duration of this Agreement, subject to the terms and conditions herein.

2.2 Non-Exclusivity

This appointment is non-exclusive. askKira retains the absolute right to:

- (a) appoint other resellers, agents, distributors or partners in the Territory;
- (b) market and sell askKira Services directly to End Users in the Territory;
- (c) accept and fulfill orders directly from End Users in the Territory;
- (d) engage in any other business activities in the Territory without restriction.

The Reseller Partner acknowledges and accepts that it has no exclusive rights or territorial protection of any kind.

2.3 No Partnership or Agency

Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency relationship or employment relationship between the parties. The Reseller Partner is an independent contractor and has no authority to bind askKira or make any representation or warranty on behalf of askKira except as expressly authorized in writing. The Reseller Partner shall not hold itself out as an agent, partner, or employee of askKira.

2.4 Nature of Arrangement

The Reseller Partner shall:

- (a) introduce Qualified Leads to askKira;
- (b) promote askKira Services to prospective End Users;
- (c) facilitate the sales process between askKira and End Users;
- (d) provide pre-sales support and information to prospective End Users;
- (e) Order Submission Method

The Reseller Partner shall introduce Qualified Leads and submit orders to askKira using the method designated by askKira from time to time, which may include:

- completion of askKira's standard order form and submission by email;
- direct entry into askKira's partner portal or CRM system;
- integration via API or other automated system (subject to separate technical agreement);
- any other method notified by askKira in writing.

Where askKira transitions from one submission method to another (for example, from order forms to a partner portal), askKira shall:

- give the Reseller Partner reasonable advance notice (not less than 30 days);
- provide training, documentation or technical support as reasonably necessary;
- allow a reasonable transition period during which both methods remain acceptable.

The Reseller Partner shall adopt any new submission method within the timeframe specified by askKira. Failure to use the designated method may result in delays to attribution or commission calculation, for which askKira shall not be liable.

2.5 Contracting Party

All contracts for askKira Services shall be entered into directly between askKira and the End User. The Reseller Partner shall not enter into contracts on behalf of askKira. The End User's contractual relationship, including all terms of service, data processing, service levels and support, shall be directly with askKira.

2.6 No Resale Rights

For the avoidance of doubt, the Reseller Partner does not purchase askKira Services for resale. The Reseller Partner acts as an introducer and facilitator only. All billing, service delivery, support, and contractual obligations shall remain directly between askKira and the End User.

3. RESELLER PARTNER OBLIGATIONS

3.1 Promotion and Marketing

The Reseller Partner shall:

- (a) use reasonable commercial efforts to promote, market and introduce askKira Services to prospective End Users in the Territory;
- (b) maintain up-to-date knowledge of askKira Services, features, pricing and benefits;

Public Sector Analytics Limited is a private limited company trading as askKira, registered in England and Wales with registration number 13780448 and VAT number GB470885558. The registered office is Suite 5, 5th Floor City Reach, 5 Greenwich View Place, London, England, E14 9NN.

- (c) represent askKira Services accurately, professionally and in accordance with materials provided by askKira;
- (d) conduct all promotional activities in accordance with applicable laws and regulations and in a manner that protects and enhances the reputation of askKira;
- (e) respond promptly and professionally to inquiries from prospective End Users.

3.2 Lead Introduction and Attribution

The Reseller Partner shall:

- (a) notify askKira in writing (including by email to the designated contact address in Schedule 1) of each Qualified Lead introduced, providing:
 - full legal name and registration number of the prospective End User organisation;
 - primary contact name, email and phone number;
 - sector, approximate size, and any relevant context;
 - date of initial contact by the Reseller Partner;
- (b) make such introduction within 5 Business Days of the Reseller Partner's first substantive engagement with the prospective End User;
- (c) obtain and provide any information reasonably requested by askKira to qualify and progress the opportunity.

3.3 First Attribution Rule

Attribution of End Users to the Reseller Partner shall operate on a strict first-come-first-served basis:

- (a) where multiple resellers or partners claim to have introduced the same prospective End User, the reseller who first notified askKira in writing in accordance with clause 3.2 shall be entitled to attribution and commission;
- (b) if a prospective End User is already an existing askKira customer, or is already in substantive discussions with askKira or another reseller at the time the Reseller Partner provides notification, no attribution shall be granted to the Reseller Partner;
- (c) askKira shall notify the Reseller Partner within 5 Business Days if attribution cannot be granted due to prior claim or existing relationship;
- (d) askKira's determination of attribution shall be final and binding in the absence of manifest error;
- (e) the Reseller Partner accepts that it bears the risk of delayed notification and that askKira shall have no liability for loss of commission arising from the Reseller Partner's failure to notify promptly.

3.4 Sales Support

The Reseller Partner shall:

- (a) cooperate with askKira's sales team to progress opportunities;
- (b) arrange and participate in meetings, demonstrations and presentations as reasonably requested;
- (c) provide local market intelligence, context and support to assist askKira in tailoring proposals;
- (d) support contract negotiations where appropriate and requested by askKira.

3.5 Compliance with askKira Policies

The Reseller Partner shall:

- (a) comply with all reasonable policies, guidelines and instructions communicated by askKira from time to time regarding promotion and sale of askKira Services;
- (b) not make any representation, warranty or commitment regarding askKira Services beyond those expressly contained in materials provided by askKira;
- (c) immediately notify askKira of any complaint, dispute or quality issue raised by any End User or prospective End User;
- (d) not engage in any activity that could damage askKira's reputation or bring askKira into disrepute.

3.6 Brand and Marketing Materials

The Reseller Partner shall:

- (a) use askKira's name, logo, trademarks and marketing materials only as expressly permitted by askKira in writing;
- (b) ensure all use of askKira branding is consistent with guidelines provided by askKira;
- (c) submit any proposed marketing materials featuring askKira branding for written approval before use;
- (d) immediately cease use of any materials if requested by askKira;
- (e) not alter, adapt or modify any askKira materials without prior written consent.

3.7 Competitive Products

During the term of this Agreement, the Reseller Partner shall not:

- (a) actively promote, market or resell any product or service that directly competes with askKira Services without askKira's prior written consent;
- (b) disparage or make negative comparisons regarding askKira Services;
- (c) represent competing products as superior to or replacements for askKira Services to any prospective End User introduced to askKira.

For the avoidance of doubt, this restriction does not prevent the Reseller Partner from offering complementary services or maintaining existing relationships with other technology providers, provided such activities do not undermine the Reseller Partner's obligations under this Agreement.

3.8 Regulatory Compliance

The Reseller Partner warrants and undertakes that it shall:

- (a) comply with all applicable laws, regulations and codes of practice in the Territory and in any jurisdiction in which it operates;

- (b) obtain and maintain all necessary licences, permits, authorisations and consents required for its business activities;
- (c) not engage in any activity that would cause askKira to be in breach of any applicable law or regulation;
- (d) maintain appropriate anti-bribery, anti-corruption and modern slavery policies and procedures;
- (e) not offer, give or receive any bribe, kickback or improper inducement in connection with this Agreement;
- (f) notify askKira immediately upon becoming aware of any actual or suspected breach of this clause.

3.9 Data Protection

The Reseller Partner shall:

- (a) process all personal data obtained in connection with this Agreement in accordance with Data Protection Laws;
- (b) implement appropriate technical and organisational measures to protect personal data;
- (c) not transfer personal data outside the United Kingdom without ensuring adequate safeguards are in place;
- (d) only collect and share with askKira such personal data as is necessary and proportionate for the purposes of this Agreement;
- (e) provide individuals with appropriate privacy notices and obtain necessary consents;
- (f) notify askKira without undue delay (and in any event within 24 hours) upon becoming aware of any personal data breach;
- (g) cooperate with askKira in responding to any subject access request, complaint or regulatory inquiry relating to personal data processed under this Agreement.

3.10 Record Keeping

The Reseller Partner shall:

- (a) maintain accurate and complete records of all leads introduced, End Users attributed, and related commercial activities;
- (b) provide such records to askKira upon reasonable request;
- (c) retain such records for a period of not less than 7 years following the end of the relevant financial year.

4. ASKKIRA OBLIGATIONS

4.1 Sales Process

askKira shall:

- (a) acknowledge receipt of lead notifications from the Reseller Partner within 3 Business Days;
- (b) confirm or decline attribution within 5 Business Days of receipt of lead notification;

- (c) use reasonable endeavours to progress qualified opportunities in a timely and professional manner;
- (d) keep the Reseller Partner reasonably informed of material developments in the sales process for attributed opportunities;
- (e) consult with the Reseller Partner where appropriate in developing proposals and addressing customer requirements.

4.2 Contracting and Billing

askKira shall:

- (a) enter into all contracts directly with End Users;
- (b) be responsible for all invoicing, payment collection, credit control and accounting;
- (c) determine all commercial terms, pricing, discounts and payment terms with End Users at its sole discretion;
- (d) provide standard customer support and service delivery in accordance with its published terms of service.

4.3 Materials and Training

askKira shall:

- (a) provide the Reseller Partner with reasonable access to marketing materials, product information and sales collateral;
- (b) offer reasonable training and onboarding on askKira Services (which may be delivered remotely);
- (c) update the Reseller Partner on material changes to askKira Services, pricing or positioning;
- (d) make reasonable efforts to support the Reseller Partner's promotional activities where commercially viable.

4.4 Commission Reporting

askKira shall:

- (a) maintain records of attributed End Users and associated Collected Revenue;
- (b) provide the Reseller Partner with a quarterly statement showing:
 - attributed End Users;
 - Subscription Fees received;
 - applicable commission rates;
 - commission earned in the quarter;
- (c) respond to reasonable queries regarding commission calculations within 10 Business Days.
- (d) Portal Access

Where askKira makes available a partner portal or online system:

- askKira shall provide the Reseller Partner with login credentials and access to relevant features;

the Reseller Partner shall be responsible for maintaining the confidentiality of login credentials and for all activity under its account;
the Reseller Partner shall use the portal only for legitimate business purposes in accordance with this Agreement;
askKira may suspend or terminate portal access if the Reseller Partner breaches this Agreement or if askKira reasonably suspects unauthorized use or security compromise;
askKira makes no warranty as to portal availability and shall not be liable for any loss arising from portal downtime, errors or unavailability (subject to clause 9.2).

4.5 Brand Use

askKira grants the Reseller Partner a non-exclusive, non-transferable, revocable licence during the term of this Agreement to use askKira's name, logo and trademarks solely for the purpose of performing its obligations under this Agreement, subject to:

- (a) compliance with askKira's brand guidelines as provided from time to time;
- (b) prior approval of any materials in accordance with clause 3.6(c);
- (c) immediate cessation of use upon termination of this Agreement or upon request by askKira.

This licence does not permit sub-licensing or assignment of any kind.

5. COMMERCIAL TERMS

5.1 Commission Entitlement

The Reseller Partner shall be entitled to receive Commission on Collected Revenue from End Users attributed to the Reseller Partner in accordance with this Agreement, subject to the conditions set out in this clause 5.

5.2 Commission Calculation

Commission shall be calculated as follows:

- (a) Commission shall be calculated as a percentage of Collected Revenue as specified in the Commission Schedule maintained by askKira;
- (b) the applicable commission percentage shall be determined by reference to:
 - the End User's sector, size or type;
 - the subscription tier or package purchased;
 - any other criteria set out in the Commission Schedule;
- (c) Commission shall only be payable on Subscription Fees actually received and cleared by askKira from the End User;
- (d) Commission shall be calculated net of:
 - VAT or other applicable sales taxes;
 - any refunds, credits, chargebacks or payment reversals;
 - any discounts, promotional credits or fee waivers applied;
- (e) where an End User payment is later reversed, refunded or charged back, askKira shall be entitled to deduct the corresponding Commission from future payments to the Reseller

Partner or, if this Agreement has terminated, to invoice the Reseller Partner for repayment of such Commission within 30 days.

5.3 Commission Payment Timing

Commission shall become payable at month end, not less than 15 days after Collected Revenue is received by askKira from the End User, provided that:

- (a) payment shall be made in arrears on a quarterly basis in accordance with clause 5.6;
- (b) the 15-day period serves to allow for payment clearing, fraud detection, and chargeback risk assessment;
- (c) if a payment is reversed or refunded within the 15-day period, no Commission shall become payable in respect of that payment;
- (d) askKira shall not be obliged to pay Commission on any Subscription Fees that remain outstanding or uncollected from End Users, regardless of when they fall due.

5.4 Minimum User Fee

Unless otherwise agreed in writing by askKira, the minimum annual Subscription Fee for any End User organisation shall be £150 per user per annum (inclusive of base askKira subscription). Where pricing below this threshold is agreed with an End User, Commission may be reduced proportionately or eliminated entirely at askKira's sole discretion, unless alternative arrangements are confirmed in writing.

5.5 Commission Schedule

- (a) The Commission Schedule setting out applicable commission percentages shall be:
 - provided to the Reseller Partner upon execution of this Agreement;
 - maintained by askKira in a master spreadsheet or equivalent document;
 - made available to the Reseller Partner upon reasonable request;
- (b) the Commission Schedule as at the Effective Date is attached as Schedule 2 (if provided) or shall be provided to the Reseller Partner within 10 Business Days of the Effective Date;
- (c) the initial commission percentage for standard customers is set out in Schedule 1, subject to variations in the Commission Schedule for different customer types.

5.6 Payment Process

- (a) The Reseller Partner shall submit a valid invoice to askKira quarterly in arrears, within 15 Business Days following the end of each calendar quarter (31 March, 30 June, 30 September, 31 December);
- (b) invoices must be submitted to the email address specified in Schedule 1 and must include:
 - the Reseller Partner's full legal name, address and VAT registration number (if applicable);
 - a unique invoice number and date;
 - the quarter to which the invoice relates;
 - reference to this Agreement;
 - a breakdown of Commission by End User (unless askKira's quarterly statement is attached and referenced);
 - the total Commission amount payable;

- payment details (bank account, sort code, account name);
- (c) askKira shall pay valid invoices within 30 days of receipt by bank transfer to the account specified by the Reseller Partner;
 - (d) if the Reseller Partner disputes any element of askKira's quarterly Commission statement, it must raise such dispute in writing within 20 Business Days of receipt of the statement, providing detailed grounds and supporting evidence; failure to raise a dispute within this timeframe shall constitute acceptance of the statement;
 - (e) payment may be withheld in respect of any disputed amounts until resolution, but undisputed amounts shall be paid in accordance with normal payment terms.

5.7 VAT

All Commission amounts stated in this Agreement are exclusive of VAT or equivalent sales taxes. Where VAT is chargeable on Commission payments:

- (a) the Reseller Partner shall add VAT at the prevailing rate to invoices submitted to askKira;
- (b) askKira shall pay the Commission plus VAT in accordance with the payment terms;
- (c) the Reseller Partner shall provide a valid VAT invoice and remain responsible for all VAT compliance and reporting obligations;
- (d) if the VAT treatment of Commission payments is later determined to be different from that applied, the parties shall cooperate to make appropriate adjustments, and any additional VAT liability shall be borne by the Reseller Partner.

5.8 Changes to Commission Schedule

- (a) askKira reserves the right to update or amend the Commission Schedule from time to time by giving the Reseller Partner not less than 60 days' written notice;
- (b) changes to the Commission Schedule shall apply to:
 - all new End User contracts signed after the effective date of the change;
 - renewals of existing End User contracts occurring after the effective date of the change;
- (c) changes shall not apply retrospectively to Collected Revenue already earned or to existing End User contracts until their renewal date;
- (d) if the Reseller Partner reasonably considers any proposed change to materially reduce the overall economic benefit of this Agreement, the Reseller Partner may terminate this Agreement by giving written notice within 30 days of receiving notice of the change, such termination to take effect on the date the change would otherwise become effective;
- (e) if the Reseller Partner does not exercise the termination right in clause 5.8(d), the Reseller Partner shall be deemed to have accepted the changes.

5.9 Existing askKira Customers

- (a) Where a prospective End User is already a customer of askKira (i.e. has an active subscription or has had a subscription within the previous 12 months), the Reseller Partner shall not be entitled to attribution or Commission in respect of that End User unless:
 - askKira confirms in writing that the Reseller Partner's involvement has led to a material expansion of the End User's subscription (e.g. additional user licenses, upgraded tier, new departments); and
 - askKira agrees in writing to pay Commission on the incremental Collected Revenue only;

- (b) in such cases, Commission shall be payable only on the net increase in Subscription Fees, not on the End User's existing baseline subscription;
- (c) the determination of whether involvement constitutes "material expansion" sufficient to warrant Commission shall be at askKira's reasonable discretion.

5.10 Multi-Year Contracts

Where an End User enters into a multi-year contract:

- (a) Commission shall be calculated and paid based on Collected Revenue as and when received by askKira, not on the total contract value;
- (b) if the End User pays annually in advance, Commission shall become payable 15 days after receipt of each annual payment;
- (c) if the End User pays monthly or quarterly, Commission shall become payable 15 days after receipt of each instalment and shall be aggregated and paid quarterly in accordance with clause 5.6;
- (d) if an End User terminates a multi-year contract early, Commission shall cease on the date of termination and no Commission shall be payable on fees that would have been due but for the early termination;
- (e) Commission attribution shall continue for the full duration of the End User's contract (including renewals) unless this Agreement is terminated, in which case clause 8.6 shall apply.

5.11 Discounts and Promotional Pricing

- (a) Where askKira agrees discounted pricing, promotional offers, or fee waivers with an End User, Commission shall be calculated on the actual Collected Revenue received, not on standard list pricing;
- (b) askKira may, at its sole discretion, offer free trials, pilot programmes, or discounted introductory pricing to End Users; Commission shall only become payable when and if the End User converts to a paid subscription and Subscription Fees are actually collected;
- (c) the Reseller Partner acknowledges and accepts that discounting decisions are made by askKira in its sole discretion to support customer acquisition and that Commission will reflect actual commercial terms agreed.

5.12 Currency

Unless otherwise agreed in writing:

- (a) all Commission payments shall be made in Pounds Sterling (GBP);
- (b) where Subscription Fees are collected in a foreign currency, askKira shall convert such fees to GBP at the prevailing exchange rate applied by askKira's bank at the time of receipt;
- (c) the Reseller Partner accepts all foreign exchange risk and shall have no claim against askKira arising from currency fluctuations.

5.13 Set-Off

askKira may set off any amounts owed by the Reseller Partner to askKira against any Commission payments due, including but not limited to:

- (a) repayment of Commission on refunded or reversed transactions;

- (b) damages or compensation arising from breach of this Agreement;
- (c) any other debts or liabilities owed by the Reseller Partner to askKira under this Agreement or otherwise.

5.14 No Guarantee

The Reseller Partner acknowledges and agrees that:

- (a) askKira makes no guarantee, representation or warranty as to the volume of End Users that may be acquired, the Subscription Fees that may be charged, or the Commission that may be earned;
- (b) Commission earnings are contingent on the Reseller Partner's efforts, market conditions, customer acceptance, and numerous other factors outside askKira's control;
- (c) past Commission levels shall not create any expectation or entitlement to future Commission at similar levels.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 askKira Intellectual Property

- (a) All Intellectual Property Rights in askKira Services, the askKira platform, technology, software, algorithms, branding, content, documentation and materials (including all marketing materials provided to the Reseller Partner) are and shall remain the sole and exclusive property of askKira or its licensors;
- (b) nothing in this Agreement transfers, assigns or grants to the Reseller Partner any ownership rights in askKira's Intellectual Property Rights;
- (c) the Reseller Partner acknowledges that askKira is the owner or authorized licensee of all trademarks, service marks, logos and trade names associated with askKira Services;
- (d) any goodwill arising from the Reseller Partner's use of askKira's trademarks or branding shall accrue solely to the benefit of askKira.

6.2 Limited Licence

Subject to the terms of this Agreement, askKira grants to the Reseller Partner a non-exclusive, non-transferable, non-sublicensable, revocable licence during the term of this Agreement to:

- (a) use askKira's name, trademarks, logos and branding solely for the purpose of promoting and introducing askKira Services to prospective End Users in accordance with this Agreement;
- (b) use and display marketing materials provided by askKira solely for such promotional purposes;
- (c) such licence is subject to compliance with askKira's brand guidelines and the restrictions in clause 6.3 below.

6.3 Restrictions on Use

The Reseller Partner shall not:

- (a) use askKira's Intellectual Property Rights in any manner not expressly authorized by this Agreement;
- (b) register, attempt to register, or apply for any trademark, domain name, company name, business name or other identifier that incorporates or is confusingly similar to askKira's trademarks or branding;
- (c) alter, modify, adapt or create derivative works from askKira's Intellectual Property Rights;
- (d) remove, obscure or alter any proprietary notices, trademarks, logos or copyright notices on any askKira materials;
- (e) challenge, dispute or contest the validity or ownership of any of askKira's Intellectual Property Rights;
- (f) assist or enable any third party to do any of the foregoing.

6.4 Reseller Partner Materials

- (a) The Reseller Partner retains all Intellectual Property Rights in its own pre-existing materials, branding and content;
- (b) the Reseller Partner grants to askKira a non-exclusive, royalty-free, worldwide licence to use the Reseller Partner's name, logo and trademarks solely for the purpose of identifying the Reseller Partner as a reseller of askKira Services (for example, on askKira's website partner directory or in case studies);
- (c) askKira shall use the Reseller Partner's branding in a professional manner and in accordance with any reasonable guidelines provided by the Reseller Partner.

6.5 Protection of IP

Each party shall:

- (a) notify the other promptly upon becoming aware of any actual or suspected infringement, misuse or misappropriation of the other party's Intellectual Property Rights;
- (b) cooperate reasonably with the other party in protecting and enforcing Intellectual Property Rights;
- (c) not take any action that would prejudice, damage or diminish the other party's Intellectual Property Rights.

6.6 Cessation of Use

Upon termination or expiry of this Agreement, or at any time upon askKira's request:

- (a) the Reseller Partner shall immediately cease all use of askKira's name, trademarks, logos, branding and materials;
- (b) the Reseller Partner shall remove all askKira branding from its website, social media, marketing materials and any other locations;
- (c) the Reseller Partner shall destroy or return to askKira (at askKira's election) all materials containing askKira's Intellectual Property Rights;
- (d) the Reseller Partner shall certify in writing that it has complied with this clause within 10 Business Days of termination or request.

7. CONFIDENTIALITY

7.1 Confidentiality Obligations

Each party (the "Receiving Party") shall:

- (a) keep the other party's Confidential Information strictly confidential and secure;
- (b) not disclose Confidential Information to any third party without the prior written consent of the other party (the "Disclosing Party");
- (c) not use Confidential Information for any purpose other than performing its obligations under this Agreement;
- (d) protect Confidential Information using the same degree of care as it uses to protect its own confidential information of a similar nature, and in any event no less than a reasonable standard of care;
- (e) limit access to Confidential Information to those employees, officers, contractors and professional advisers who have a legitimate need to know and who are bound by confidentiality obligations no less stringent than those contained in this Agreement.

7.2 Permitted Disclosures

The Receiving Party may disclose Confidential Information:

- (a) to the extent required by law, regulation, court order or regulatory authority, provided that (to the extent legally permissible) the Receiving Party:
 - gives the Disclosing Party prompt written notice of the requirement;
 - cooperates with the Disclosing Party in seeking confidential treatment or a protective order;
 - discloses only the minimum Confidential Information necessary to comply;
- (b) to its professional advisers (including lawyers, accountants and auditors) who are bound by professional duties of confidentiality;
- (c) to potential or actual investors, acquirers or financing parties who are bound by confidentiality obligations, provided the Receiving Party gives the Disclosing Party reasonable prior notice (except where legal or regulatory obligations prevent such notice).

7.3 Exceptions

The confidentiality obligations in this clause 7 shall not apply to information that:

- (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party;
- (b) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by written records;
- (c) is lawfully received by the Receiving Party from a third party without restriction and without breach of any confidentiality obligation;
- (d) is independently developed by the Receiving Party without reference to or use of the Confidential Information, as evidenced by written records.

The burden of proving that any exception applies shall rest with the Receiving Party.

7.4 Commission Information

The Reseller Partner acknowledges that the following information is Confidential Information of askKira and shall be treated with strict confidence:

- (a) the Commission Schedule and all commission rates, percentages and calculation methods;
- (b) askKira's pricing structures, discount policies and commercial terms;
- (c) details of askKira's agreements with other resellers or partners;
- (d) askKira's customer lists, pipeline information and sales strategies.

The Reseller Partner shall not disclose commission rates or commercial terms to any third party (including prospective End Users or other resellers) without askKira's prior written consent.

7.5 Customer Information

- (a) Both parties acknowledge that information relating to End Users (including contact details, organisation information, purchasing decisions and usage data) may constitute Confidential Information of both parties or of the End User itself;
- (b) each party shall handle such information in accordance with Data Protection Laws and shall not use it for purposes beyond those contemplated by this Agreement without appropriate consent;
- (c) the Reseller Partner shall not contact End Users attributed to other resellers or partners, nor attempt to solicit business from such End Users in relation to askKira Services or competing services;
- (d) upon termination of this Agreement, the Reseller Partner's rights to contact or market to End Users attributed to it shall be governed by clause 8.6.

7.6 Security Incidents

Each party shall:

- (a) implement appropriate technical and organisational measures to protect Confidential Information from unauthorized access, use, disclosure, alteration or destruction;
- (b) notify the other party without undue delay (and in any event within 48 hours) upon becoming aware of any actual or suspected unauthorized access to, disclosure of, or loss of Confidential Information;
- (c) cooperate fully with the other party in investigating and remediating any security incident;
- (d) take immediate action to mitigate any harm and prevent recurrence.

7.7 Return or Destruction

Upon termination of this Agreement, or at any time upon the Disclosing Party's request, the Receiving Party shall:

- (a) return to the Disclosing Party, or securely destroy (at the Disclosing Party's election), all documents, materials, data and other tangible items containing or reflecting Confidential Information;
- (b) permanently delete all electronic copies of Confidential Information from its systems, including backup systems (subject to clause 7.8);

(c) certify in writing within 10 Business Days that it has complied with this clause.

7.8 Retention Exception

Notwithstanding clause 7.7, the Receiving Party may retain:

- (a) one copy of Confidential Information to the extent required by applicable law or regulation, or by its established document retention policies, provided such retained information remains subject to the confidentiality obligations in this Agreement indefinitely;
- (b) copies of Confidential Information that exist in archived or backup systems that are not readily accessible, provided such copies are securely deleted in accordance with the Receiving Party's standard deletion cycles and remain subject to confidentiality obligations.

7.9 Survival

The obligations in this clause 7 shall survive termination or expiry of this Agreement indefinitely, or for such shorter period as the relevant Confidential Information remains confidential in nature (excluding information that becomes publicly available through no breach by the Receiving Party).

8. TERM AND TERMINATION

8.1 Initial Term

This Agreement shall commence on the Effective Date and shall continue for the Initial Term specified in Schedule 1, unless terminated earlier in accordance with this clause 8.

8.2 Renewal

Following the Initial Term, this Agreement shall automatically renew for successive periods of 12 months (each a "Renewal Term") unless either party gives written notice of non-renewal to the other party at least 3 months (90 days) before the end of the then-current term.

8.3 Termination for Convenience

Either party may terminate this Agreement for any reason by giving the other party not less than 3 months' (90 days') written notice, such termination to take effect at the end of the notice period.

8.4 Termination for Material Breach

Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of this Agreement and:
 - the breach is incapable of remedy; or
 - the breach is capable of remedy but the other party fails to remedy it within 30 days of receiving written notice specifying the breach and requiring its remedy;
- (b) for these purposes, material breach includes but is not limited to:

by the Reseller Partner: breach of clauses 3.8 (Regulatory Compliance), 3.9 (Data Protection), 6 (Intellectual Property Rights), or 7 (Confidentiality);
by askKira: persistent failure to pay undisputed Commission when due (more than 60 days late on two or more occasions);
by either party: any breach that causes significant reputational or financial harm to the other party.

8.5 Termination for Insolvency

Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:

- (a) becomes insolvent, is unable to pay its debts as they fall due, or admits in writing its inability to pay its debts;
- (b) makes any voluntary arrangement or composition with its creditors or becomes subject to an administration order;
- (c) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its assets or business;
- (d) goes into liquidation (except for solvent voluntary liquidation for the purpose of reconstruction or amalgamation);
- (e) has any analogous event occur in any jurisdiction;
- (f) ceases or threatens to cease to carry on business.

8.6 Effect of Termination – Commission Rights

Upon termination or expiry of this Agreement for any reason:

- (a) Pipeline Opportunities: The Reseller Partner shall cease introducing new leads to askKira with immediate effect. Any leads introduced within the 30-day period immediately preceding the termination date may be attributed to the Reseller Partner if they convert to End Users within 90 days of the termination date, at askKira's sole discretion;
- (b) Existing End Users – Standard Termination: Where this Agreement terminates:
 - by expiry at the end of a term;
 - by either party for convenience under clause 8.3; or
 - by askKira for the Reseller Partner's material breach under clause 8.4;then Commission shall continue to be payable in respect of Collected Revenue from existing attributed End Users for a period of 12 months following the termination date, after which all Commission entitlement shall cease permanently;
- (c) Existing End Users – Reseller Partner Breach: Where this Agreement is terminated by askKira for material breach by the Reseller Partner under clause 8.4, askKira may elect (at its sole discretion) to cease Commission payments immediately or to allow Commission to continue for up to 12 months, such election to be notified to the Reseller Partner in writing within 10 Business Days of termination;
- (d) Existing End Users – askKira Breach: Where this Agreement is terminated by the Reseller Partner for material breach by askKira under clause 8.4, Commission shall continue to be payable in respect of Collected Revenue from existing attributed End Users for the full remaining term of each such End User's contract (including any renewals executed prior to the termination date), provided that:

if an End User renews or extends their contract after the termination date, Commission shall cease at the end of the original contract term; the maximum period for Commission payments shall be 3 years from the termination date;

(e) Accrued Commission: All Commission that has accrued and become payable up to the termination date in accordance with clause 5.3 shall be paid to the Reseller Partner in accordance with normal payment terms, subject to the Reseller Partner's compliance with clause 8.7;

(f) No Further Attribution: From the termination date, no new End Users shall be attributed to the Reseller Partner, and no Commission shall be payable on expansion, upselling or new contracts with existing End Users unless such expansion was contracted prior to the termination date.

8.7 Obligations on Termination

Upon termination or expiry of this Agreement, both parties shall:

(a) immediately cease use of the other party's Confidential Information (except as required to wind down the relationship and fulfill surviving obligations);

(b) comply with clauses 6.6 (Cessation of Use) and 7.7 (Return or Destruction) within the timeframes specified;

(c) cooperate reasonably to ensure orderly transition and handover of any End User relationships;

(d) return or pay for any property, materials or funds belonging to the other party;

(e) within 30 days of termination, settle all outstanding invoices and financial obligations between the parties.

The Reseller Partner shall:

(f) immediately cease representing itself as a reseller, partner or affiliate of askKira;

(g) remove all references to askKira from its website, marketing materials, social media profiles and other public communications within 10 Business Days;

(h) not disparage or make negative statements about askKira, its products, or its business;

(i) provide a final report of all outstanding leads and opportunities, including status and contact details, to facilitate handover.

8.8 Survival

The following provisions shall survive termination or expiry of this Agreement:

(a) Clause 1 (Definitions and Interpretation) – to the extent necessary to interpret surviving provisions;

(b) Clause 5.2(e) (refunds and chargebacks);

(c) Clause 5.6(d) (dispute resolution for historical statements);

(d) Clause 5.13 (Set-Off);

(e) Clause 6 (Intellectual Property Rights) – in relation to ownership and cessation of use;

(f) Clause 7 (Confidentiality) – indefinitely;

(g) Clause 8.6 (Effect of Termination – Commission Rights);

(h) Clause 8.7 (Obligations on Termination);

(i) This clause 8.8 (Survival);

(j) Clause 9 (Liability);

- (k) Clause 10.6 (Entire Agreement);
- (l) Clause 10.8 (Governing Law);
- (m) Clause 10.9 (Jurisdiction);
- (n) Clause 10.10 (Notices);
- (o) Any other provision that expressly or by implication is intended to survive termination.

8.9 No Penalty on Termination

Neither party shall be liable to pay any termination fee, penalty or compensation to the other party as a consequence of lawful termination of this Agreement, except for:

- (a) payment of any accrued and unpaid Commission in accordance with clause 8.6(e);
- (b) damages or compensation that may be due for breach of contract occurring prior to or during termination;
- (c) any other amounts expressly provided for in this Agreement.

9. LIABILITY

9.1 Acknowledgement

Each party acknowledges that the other party would not enter into this Agreement without the limitations and exclusions of liability set out in this clause 9.

9.2 Unlimited Liability

Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations relating to Confidential Information in clause 7;
- (d) breach of the obligations relating to Intellectual Property Rights in clause 6, including infringement of the other party's Intellectual Property Rights;
- (e) breach of obligations under Data Protection Laws;
- (f) wilful misconduct or wilful default;
- (g) any other liability that cannot be limited or excluded by applicable law.

9.3 Excluded Loss Types

Subject to clause 9.2, neither party shall be liable to the other party under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill;
- (f) loss of or damage to reputation;

(g) loss of or corruption to data;
(h) any indirect or consequential loss;
even if such loss was foreseeable or the party had been advised of the possibility of such loss arising.

9.4 Cap on Liability

Subject to clauses 9.2 and 9.3, the total aggregate liability of either party to the other party under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) shall not exceed the greater of:

- (a) the total Commission actually paid by askKira to the Reseller Partner in the 12-month period immediately preceding the event giving rise to the claim; or
- (b) £50,000 (fifty thousand pounds sterling).

9.5 Basis of Bargain

The Reseller Partner acknowledges and agrees that:

- (a) the limitations and exclusions in this clause 9 are reasonable and reflect the allocation of risk between the parties;
- (b) askKira's agreement to the Commission structure and commercial terms in clause 5 is given in consideration of the Reseller Partner's acceptance of these limitations;
- (c) without these limitations and exclusions, askKira would not have entered into this Agreement on the current commercial terms.

9.6 Mitigation

Each party shall take all reasonable steps to mitigate any loss or damage it suffers arising from any breach of this Agreement by the other party.

9.7 Time Bar

No claim may be brought by either party against the other party under or in connection with this Agreement more than 24 months after the date on which the party bringing the claim became aware (or ought reasonably to have become aware) of the facts giving rise to the claim.

9.8 Reseller Partner's Indemnity

The Reseller Partner shall indemnify, defend and hold harmless askKira, its officers, directors, employees and agents from and against all claims, actions, proceedings, losses, damages, expenses, costs (including reasonable legal costs on a full indemnity basis) arising out of or in connection with:

- (a) any breach by the Reseller Partner of its obligations, warranties or representations under this Agreement;
- (b) any negligent, reckless or intentionally wrongful acts or omissions by the Reseller Partner in performing this Agreement;
- (c) any claim by a third party that arises from the Reseller Partner's promotional activities, marketing materials or representations made to prospective End Users;
- (d) any breach by the Reseller Partner of Data Protection Laws or other applicable laws;

(e) any infringement of third-party Intellectual Property Rights caused by the Reseller Partner's own materials or activities.

This indemnity shall not apply to the extent that any claim arises directly from askKira's breach of this Agreement or askKira's negligence.

9.9 Insurance

The Reseller Partner shall, at its own expense, obtain and maintain in force throughout the term of this Agreement the following insurance coverage with a reputable insurer:

- (a) professional indemnity insurance with coverage of not less than £1,000,000 per claim;
- (b) public liability insurance with coverage of not less than £2,000,000 per claim;
- (c) employers' liability insurance (if the Reseller Partner employs any staff) as required by law;
- (d) cyber liability insurance with coverage of not less than £1,000,000 per claim (recommended but not mandatory for the first 12 months).

The Reseller Partner shall provide askKira with certificates of insurance evidencing such coverage upon request.

10. GENERAL PROVISIONS

10.1 Force Majeure

- (a) Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event;
- (b) the affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event, providing details of the event, its likely duration, and the steps being taken to mitigate its effects;
- (c) the affected party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable;
- (d) if a Force Majeure Event continues for more than 90 days, either party may terminate this Agreement by giving 30 days' written notice to the other party, without liability (except for obligations accrued prior to termination);
- (e) payment obligations and confidentiality obligations are not suspended by Force Majeure.

10.2 Relationship of the Parties

- (a) The parties are independent contractors. Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, agency, employment or franchise relationship between the parties;
- (b) neither party has authority to bind the other party or to contract in the name of or create any liability against the other party;
- (c) each party shall be solely responsible for its own employees, contractors, tax obligations, insurance and compliance with applicable employment laws.

10.3 Assignment and Subcontracting

- (a) The Reseller Partner shall not assign, transfer, sub-contract, novate or otherwise dispose of any of its rights or obligations under this Agreement without askKira's prior written consent (such consent not to be unreasonably withheld or delayed);
- (b) askKira may assign, transfer or novate this Agreement to any member of its corporate group, or to any successor entity in the event of a merger, acquisition, corporate reorganization or sale of all or substantially all of its business or assets, by giving the Reseller Partner written notice;
- (c) subject to clause 10.3(b), askKira shall not assign this Agreement to a third party without the Reseller Partner's prior written consent (such consent not to be unreasonably withheld);
- (d) any purported assignment or transfer in breach of this clause shall be void and of no effect.

10.4 Variation

- (a) No variation of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties;
- (b) for the avoidance of doubt, variations to the Commission Schedule shall be governed by clause 5.8 and do not require separate variation to this Agreement.

10.5 Waiver

- (a) No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy;
- (b) no single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy;
- (c) no waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach;
- (d) any waiver must be in writing and signed by an authorized representative of the party giving the waiver.

10.6 Entire Agreement

- (a) This Agreement (including its Schedules) constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, understandings, representations, warranties and negotiations between the parties relating to its subject matter;
- (b) each party acknowledges that it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any kind (whether written or oral) given by or on behalf of the other party except as expressly set out in this Agreement;
- (c) nothing in this clause 10.6 shall limit or exclude liability for fraud or fraudulent misrepresentation.

10.7 Severability

- (a) If any provision of this Agreement (or part of any provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force;

- (b) if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with such deletion or modification as may be necessary to make it valid, enforceable and legal;
- (c) if such deletion or modification would materially alter the commercial balance of this Agreement, the parties shall negotiate in good faith to agree a substitute provision that preserves as closely as possible the original commercial intent.

10.8 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

10.9 Jurisdiction

- (a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims);
- (b) nothing in this clause shall limit the right of either party to take proceedings against the other party in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) to the extent permitted by law.

10.10 Notices

- (a) Any notice or other communication given under or in connection with this Agreement shall be:
- in writing;
 - in the English language (or accompanied by a certified English translation); and
 - delivered personally, sent by pre-paid first-class post or other next Business Day delivery service, or sent by email.
- (b) Notices shall be sent to the addresses and email addresses set out in Schedule 1, or to such other address or email address as a party may designate by giving written notice to the other party in accordance with this clause;
- (c) a notice shall be deemed to have been received:
- if delivered personally: at the time of delivery;
 - if sent by pre-paid first-class post or other next Business Day delivery service: on the second Business Day after posting;
 - if sent by email: at the time of transmission, provided that: (i) no delivery failure notification is received by the sender within 24 hours of transmission; (ii) if sent after 5:00 pm or on a non-Business Day, receipt shall be deemed to occur at 9:00 am on the next Business Day;
- (d) to prove service, it is sufficient to prove that:
- for personal delivery: the notice was left at the correct address;
 - for post: the envelope was properly addressed, stamped and posted;
 - for email: the email was transmitted to the correct email address and no delivery failure notification was received;

(e) this clause does not apply to the service of legal proceedings or other documents in any legal action.

10.11 Counterparts

(a) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all the counterparts together shall constitute one and the same instrument;

(b) delivery of an executed counterpart of this Agreement by email attachment (PDF or similar format) shall be an effective mode of delivery.

10.12 Third Party Rights

(a) Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement;

(b) this clause does not affect any right or remedy of a third party that exists or is available apart from that Act.

10.13 Costs

Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, except as otherwise expressly provided in this Agreement.

10.14 Further Assurance

Each party shall, at its own expense, execute all documents and do all such acts and things as may be reasonably required to give full effect to this Agreement.

10.15 Conflict

If there is any conflict or inconsistency between the provisions of the main body of this Agreement and the Schedules, the provisions of the main body shall prevail unless expressly stated otherwise in the relevant Schedule.

10.16 Language

This Agreement is drawn up in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

10.17 No Oral Modification

This Agreement may only be varied in accordance with clause 10.4. Any oral statements, discussions or negotiations shall have no binding effect and shall not modify or supplement this Agreement.

EXECUTION

The parties acknowledge and agree to the terms of this Agreement by signing below.

For and on behalf of PUBLIC SECTOR ANALYTICS LIMITED (trading as askKira):

Signed: _____

Name: _____

Title: _____

Date: _____

For and on behalf of (Reseller Partner):

Signed: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 – PARTNER DETAILS AND RESELLER COMMERCIAL TERMS

Field	Details
Reseller Partner Name	
Reseller Partner Legal Entity	
Company Registration Number	
Registered Office Address	
Trading Address (if different)	
VAT Registration Number	
Primary Contact Name	
Primary Contact Title	
Primary Contact Email	
Primary Contact Phone	
Invoice Submission Email	
Notice Address	
Notice Email	

Territory	
Initial Term	months from Effective Date
Standard Commission Rate	% of Collected Revenue
Payment Bank Details	
- Account Name	
- Account Number	
- Sort Code	
- IBAN (if applicable)	
- SWIFT/BIC (if applicable)	
Target Sectors (if applicable)	
Anticipated Annual User Volume	
Commission Schedule Attached	(to be provided within 10 Business Days)
Agreed Support (if any)	
Special Terms or Variations	
Go-Live Date	

SCHEDULE 2 – DATA PROCESSING PROVISIONS

(Include if Reseller Partner will process personal data on behalf of askKira or vice versa)

DP1. Roles and Responsibilities

- (a) For the purposes of Data Protection Laws, in relation to personal data of End Users:
- askKira is the Data Controller
 - The Reseller Partner acts as an independent Data Controller in respect of its own marketing and business activities
 - Neither party processes personal data on behalf of the other except as expressly agreed in writing
- (b) Each party shall comply with its obligations under Data Protection Laws in respect of personal data processed in connection with this Agreement.

DP2. Personal Data Handling

- (a) The Reseller Partner shall only collect, use and share personal data to the extent necessary for:
- identifying and introducing Qualified Leads to askKira;
 - facilitating the sales process;
 - supporting End User relationships;
- (b) The Reseller Partner shall:
- provide clear privacy notices to individuals;
 - obtain appropriate lawful bases for processing;
 - implement appropriate security measures;
 - respect individual rights (access, rectification, erasure, etc.);
 - not transfer personal data outside the UK without adequate safeguards;
- (c) The Reseller Partner shall not share personal data obtained from askKira with any third party without askKira's prior written consent.

DP3. Data Breach Notification

If either party becomes aware of a personal data breach affecting personal data processed in connection with this Agreement, it shall notify the other party without undue delay and in any event within 24 hours, providing details of:

- the nature of the breach;
- the categories and approximate number of individuals affected;
- the likely consequences;
- measures taken or proposed to mitigate harm.

DP4. Audit Rights

askKira may, upon reasonable notice and during Business Hours, audit the Reseller Partner's compliance with Data Protection Laws and this Schedule, provided such audits:

- do not occur more than once per year (unless following a breach);
- are conducted in a manner that minimizes disruption to the Reseller Partner's business;
- respect the Reseller Partner's confidential information.

DP5. Deletion on Termination

Upon termination of this Agreement, each party shall securely delete or return (at the other party's election) all personal data obtained from the other party, except to the extent retention is required by law.

END OF AGREEMENT