

BASETrack Systems Ltd

Partner Licence Agreement for a BASETrack Partner

Who we are: BASETrack Systems Ltd

UK Ltd Company: Reg No 35317979

VAT GB 712006493

25 January 2024

A BASETrack Partner can be an individual person, a legal Company, or legal Partnership.

You are permitted to advertise that you are a BASETrack Partner in connection to selling BASETrack products. You are not permitted to loan money, obtain money or give the impression that you are a legal BASETrack Systems Ltd Partner. You are not a Franchisee.

Annual Unlimited Volume Licence B2B Management systems

You will have an exclusive product distribution licence that covers the products within the Product Group you have selected and purchased. Your Annual Unlimited Volume Licence will be valid for One Year with the start date clearly entered – if you have selected for a longer period this will be shown. After your licence agreement terminates because you have chosen not to renew your BASETrack Partner then you are not permitted to market/sell any BASETrack applications

What this means for Exclusive Products for B2B products:

You will be the only Partner marketing and selling these products within your chosen Product Group within your exclusive area and within your licence period. There are no other Partners licenced to sell these Exclusive products within your exclusive area. You are licenced to sell these products from the Licence start date up until the Licence finish date. You are licenced to sell an unlimited amount of licences within your Licence period. You are not permitted to sell or provide (this includes Product Activation) any Products after your licence period has expired and you are not a BASETrack Partner any further. If you have purchased an Activation code within your Licence period, then this must be activated within your licence period.

Non-Exclusive Products:

There are also additional non-exclusive product licences within each Product Group that Partners can sell in their exclusive area, these non-exclusive products can be sold by any Partner in their exclusive area.

If you have purchased an Activation code within your Licence period, then this must be activated (by End User) within your licence period.

E.g. If you have purchased the Product Group which includes GB Pro V3 for the YW (YW/Demo Postcode UK) postcode area for 1 year, this means you are the only Partner selling/marketing GB Pro V3 in the YW area in your licence period. No other Partner is licenced to sell that product in the YW area.

However, if there is a Partner licenced to sell TRADESBase Pro (as an exclusive product in the YW area) nobody else can sell that product. However, you can both market and sell Invoice Pro 1 and/or Diarybase as both of these products are non-exclusive. They can only be sold by Partners in their exclusive areas. Partners are not permitted to sell any products outside of their exclusive area. Any Products sold outside of their exclusive area are de activated.

Exclusive Area B2B Products

Your exclusive area is the area in which you can market and sell your licenced product. You are the only partner who will and can sell that exclusive product in your area. Exclusive areas can be different depending on what you are marketing, an exclusive area is always clearly shown to you.

The business that you are selling the product to must have an operating business premise in your exclusive area. E.g. If you are operating in the YW postcode area (UK Postcode) all businesses that you sell your product to must have an official business address within the YW area. The business owner might live in another area, but their business must have an official business address within your exclusive area and this address must include the defining exclusive area (Postcode, State, Province etc).

Any product sold to a business that is not in your exclusive area will be terminated.

B2B Annual Unlimited Volume Licence

This licence permits and licences you to market and sell your exclusive products for 1 year (or greater if chosen) in your exclusive area. This also permits you to sell and market any BASETrack Systems Ltd technical support plans (BUSINESS Guard) that your End User might require for the exclusive or non-exclusive product.

At the end of your **Annual Unlimited Volume Licence**, unless you have renewed the licence you are not permitted to market, sell, renew any BASETrack Systems Ltd products, this includes support packages such as BUSINESS Guard you might have sold to previous End Users.

End Users who have purchased their product from you within your Annual Unlimited Volume licence period are unaffected if your Partner Licence expires.

Your Payment to us for B2B: Annual Unlimited Volume Licence

You can pay for your **Annual Unlimited Volume Licence** by bank transfer or by debit card. Payment is required before your Licence start date and cannot be refunded under any circumstances once you have made your decision to become a Partner and paid.

VAT is added to all Partners within the UK, for both their Annual Unlimited Volume Licence and for any additional Business Guard Support or additional support or hosting fees (Red Squid). No VAT is added to any Partners outside of the UK.

Red Squid Apps

There are 2 Partners per exclusive area, therefore when you purchase from BASETrack an exclusive area unless your Red Squid purchase agreement says otherwise there is always an additional Partner (most areas are too large for a single Partner unless a bigger company becomes a Partner).

Red Squid App Licence:

Your Red Squid Partner licence is 1 year (or longer and invoiced if asked for) and allows you to sell to businesses within your exclusive area the Red Squid Application. As a licensee we expect you to market new shops regularly. If you decide not to then your licence can be revoked. All yearly renewals from your area businesses using Red Squid App is collected by you provided you have a valid BASETrack Partner licence at the end users renewal date. If the licenced Partner has not collected a Red Squid renewal within 14 days for the Red Squid Shop within their Postcode, then we (BASETrack Systems Ltd) will collect that payment, nothing is repaid to the Partner on those occasions.

Payments you collect from your Customers (Application End Users)

We BASETrack Systems Ltd do not take any payments on your behalf from your potential Customers who purchase any applications. Your customers must pay you direct. The only exception to this can be a Support Submit Ticket, which is paid direct to us. Additionally, if a Partner has not collected a payment that is due – example BUSINESS Guard or Red Squid App.

Change of Partner Name in your selected area

If you decide to resell or change your Partner name then you must have a current valid Partner Licence. You must inform BASETrack Systems Ltd 7 days prior to changing the Legal Partner name. Please inform us in both situations. 1. If you are formally changing your name (but not selling the Partnership). 2. If you are selling the Partnership, you must provide the new Partners name and contact details including their address.

If the current Partner has several licenced areas and licenced products then you must clearly display the products and areas that are being transferred.

We do highlight that there is a fee to be paid to us if, and when you decide to change your legal name.

25 January 2024