



Eton Leadfinder Terms and Conditions

2019-02-06

Eton Systems AB ("Eton"), the sole and exclusive owner of all right, title and interest including all intellectual property rights in and to the contents, logos, style, design, look and feel, trade names and trademarks of the Eton System concept and products is signing a Cooperation Agreement to further promote the Eton concept and products.

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1. Representation

- 1.1. For Leadfinder, Eton sales department will be in charge of the business and sales process after the initial customer meeting/presentation, including quotation, signing business/purchase agreements, installation, education, service, support and spare parts. If agreed and in prenotice from the Leadfinder, Eton will respect the customer base of the Leadfinder and that the Leadfinder has the overall business contacts with the customer presented and that Eton will concentrate only on the project given by the Leadfinder. If Eton is a part of a bigger deal that the Leadfinder has with the customer, Eton will adjust to the Leadfinder business process.
- 1.2. Notwithstanding the foregoing, Eton reserves the right for itself and its subsidiaries to market and sell the Product in the Market and Segment other than to mentioned projects. Eton and the Leadfinder will inform each other of market activities as i.e. target customers, exhibitions, negotiations and sales concerning the Product, other agents or leadfinders, not to compete, work double or split the customers' attention.

The Leadfinder:

- Must transmit to Eton any orders received by the customer regarding the Product
- Has no authority to make contracts on behalf of, or in any way to bind, Eton
- Accepts that Eton shall be free to reject any offers or orders transmitted to Eton by the Leadfinder.
- Accepts that Eton solely decide if a suggested customer and/or project is new to Eton, or if Eton has already a business relation with the customer, or in any other way would have received the same information without the help of the Leadfinder. To clarify, Eton has no intention to compete with the Leadfinder, Eton's full intention is to find a fruitful cooperation between our two organisations
- Shall, if possible, support Eton in the price level given to the customer

2. The Leadfinder's Remuneration

- 2.1. The Commission shall be calculated and paid on the invoiced net price after discount, and local agents' commissions, if any.
- 2.2. If Eton Note is sold separately (without hardware) a commission is to be calculated according to a separate agreement for each case.
- 2.3. On sales solicited by other party in the Market and Segment, e.g. Eton, the Leadfinder will receive no commission if not otherwise agreed for each case.
- 2.4. The Commission is including commission for potential sub-Leadfinder.
- 2.5. If the sale contract (with the customer) is terminated, the Leadfinder shall not be entitled to commission thereon. If the termination is due to causes for which ETON is responsible, a reasonable remuneration shall be calculated and paid to the Leadfinder, for the work done and expenses paid, working on the deal.
- 2.6. The Commission shall become due and payable to the Leadfinder within thirty (30) days after receipt of the full payment by the customers. In case of partial, up to maximum four (4) partial, payments made in compliance with the sales contract the Leadfinder shall be entitled to a proportional payment. If the payment is divided in more than four (4) payments, i.e. in financial solutions, a special agreement shall be made between the Leadfinder and Eton for the Commission payment.
- 2.7. The Commission shall be calculated and transferred to the Leadfinder in the currency in which the customer invoice is issued.
- 2.8. Turnover taxes payable in the Market and Segment on the Leadfinder's commission shall be paid by the Leadfinder.



3. Limitations and restrictions

- 3.1. The Leadfinder, shall not without informing Eton, neither directly nor indirectly be active nor participate in the sale or market of any copies or similar competitive products, whether new or second-hand, in the Market and Segment or outside the Market and Segment. To clarify but not limited to, other conveyors (driven by hand, gravity or electric engine), software that handles/control goods and/or staff in work, not presented to Eton and already in the product range of the Leadfinder at the signing of this contract is limited by this agreement.
- 3.2. The Leadfinder shall inform Eton of any existing agreement regarding identical or similar products which binds the Leadfinder towards any other undertakings, whether as representative, Leadfinder or re-seller, and shall thereafter keep Eton informed of any further such agreements entered into by the Leadfinder. The exercise of such other activities by the Leadfinder shall in no case prejudice the fulfilment by him of his obligations towards Eton.
- 3.3. The undertaking not to compete, Section 3, is valid during the duration of this agreement, Section 11.1, and for three (3) years after its termination.

4. Spare Parts

- 4.1. Eton will solely handle spare parts through Eton-helpdesk for ordering and Eton-distribution-center for delivery, if not otherwise stated.

5. Sales Promotion

- 5.1. The sales and marketing of the Product shall follow Eton guidelines and Policy and changes shall be put into effect as soon as possible.



6. Trade Marks etc.

- 6.1. Eton is the owner of the trade mark and logo “Eton Systems”. Eton hereby grants the Leadfinder subject to the conditions of this Agreement, the non-exclusive right to use the trade mark “Eton Systems” in the Market and Segment in relation to marketing of the Product.
- 6.2. The Leadfinder hereby acknowledge that Eton is the owner of the trade mark in the Market and Segment and the Leadfinder will conduct its business in a manner which will uphold and enhance the reputation of the trade mark and the Leadfinder will not be engaged in any commercial or other practices which may intend to injure or impair the value of the trade mark.
- 6.3. On termination or expiration of this Agreement, the Leadfinder shall cease to have any right to use the trade mark or to present itself as being connected with Eton and the Leadfinder undertakes promptly to remove all indications of the trade mark and/or such representation on its premises, other documents and labels as well as on all sales promotional material.
- 6.4. The Leadfinder has no right to make any registration in its own name of the trade mark.

7. Sub-Representation

- 7.1. The Leadfinder is not entitled to designate independent traders or commercial Leadfinders or any other similar representative for the sale of the Product in the Market and Segment, without the prior written consent of Eton.
- 7.2. If the development of the Market and Segment justifies the appointment of a sub-Leadfinder, Eton and the Leadfinder shall agree regarding the conditions for such a sub-Leadfinder.
- 7.3. Any sub-Leadfinder appointed will be bound by terms and conditions in conformity with this Agreement.

8. Secrecy

- 8.1. Commercial, technical or other information received or obtained from one party by the other party shall be treated as strictly confidential by the other party.
- 8.2. The Leadfinder, its directors, employees and shareholders together with its associated companies, sub-Leadfinders and suppliers and their directors, employees and shareholders shall not, without the prior expressed written consent of Eton communicate any confidential information regarding the Product or the business activities of Eton to any third party, except to the extent necessary for the sale of the Product in the Market and Segment.
- 8.3. The parties shall take all proper steps to ensure that confidential information is kept secret.
- 8.4. The obligation under this Section 9 shall subsist during the term of this Agreement, as well as during five (5) years thereafter.
- 8.5. The restrictions herein contained shall not apply to information which a party shows was already known to it and was not directly or indirectly received from the other party and such information as is generally available to the public or has been furnished to the party without any restrictions as to the disclosure of such information to third party or has been independently developed by the party during this Agreement.

9. Infringements of Industrial Property Rights

- 9.1. The Leadfinder shall without delay inform Eton of any acts of unfair competition and of any infringements or suspected infringements of trade marks, patents and similar rights of Eton regarding the Product, which come to the Leadfinder’s notice. The Leadfinder is



obliged to assist Eton to the best of its abilities in the protection against such acts and infringements.

10. Financial Responsibility

- 10.1. Eton decides at its own discretion whether a sale shall be conducted or not, after judgement of the solvency of the customer and other circumstances of importance.
- 10.2. The Leadfinder shall take all reasonable steps to satisfy the solvency of customers the Leadfinder transmits to Eton and shall assist Eton in collecting debts due under this Agreement.
- 10.3. Unless otherwise specifically agreed in each case, the Leadfinder shall not be entitled to receive payment on Eton's behalf.
- 10.4. The Leadfinder is authorized to receive observations and complaints regarding the Product from customers. The Leadfinder shall immediately inform Eton of any such case and shall act in Eton's best interest.

11. Terms of the Agreement

- 11.1. This Agreement enters into force on the date of both parties signing and, except as provided in Section 12 below, shall continue for 6 months. Thereafter, either party may terminate the Agreement. If not terminated the contract will be ongoing. The termination period of notice shall be one (1) month for each year the Agreement has been in effect. The maximum notice period shall be six (6) months. Notice of termination shall be sent by registered letter.
- 11.2. The Leadfinder is, if not otherwise agreed, registered on a customer project 6 months from when the Leadfinder is notified of the termination of this Agreement. To clarify, if a written sales agreement is signed during 6 months after notification the Leadfinder is entitled to commission according to this Agreement.
- 11.3. The Leadfinder may not wholly or partly assign any of its rights and obligations under this Agreement to any third party except with the prior written consent of ETON.
- 11.4. If, due to a change in any applicable compulsory law or due to a decision or other act by any competent authority, one or more terms of this Agreement can no longer be enforced or an amendment of one or more of the terms of this Agreement is required, the parties agree that they shall endeavour to find an alternate solution approaching as near as possible the contractual situation existing prior to such a change, decision or act. If such a solution is not found within three (3) months from the parties have learned about such decisions or act, either party may refer the issue according to Section 12.
- 11.5. Any notice, request, consent and other communication to be given by a party under this Agreement shall be in the English language and deemed to be valid and effective if sent by registered prepaid airmail and properly addressed to ETON and the Leadfinder according to its last notified postal address.
- 11.6. Only those amendments, notifications and alterations to this Agreement that are made in writing and signed by both parties are valid.



12. Earlier Termination

- 12.1. Without prejudice to any remedy it may have against the other for breach or non-performance of the Agreement either party shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days' notice in writing if:
- a) the other party should commit or permit a breach or non-performance of essential importance to the terms in this Agreement and should fail to remedy such breach within thirty (30) days after receipt of written notice; or
 - b) there is reason to assume that the other party has become insolvent.
- 12.2. Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.
- 12.3. The Agreement shall terminate upon bankruptcy of either party.
- 12.4. ETON shall have the right to terminate this Agreement by giving the Leadfinder no less than thirty (30) days notice in writing if:
- a) the ownership or the management of the Leadfinder is changed, or
 - b) the Leadfinder's market position or ability to represent Eton in a similar way as when the Agreement was signed is essentially changed
- 12.5. Notice of termination shall be given without undue delay after the circumstance which is referred to as ground for termination was or should have been known to ETON.
- 12.6. Upon expiration of this Agreement the Leadfinder shall at its own cost immediately return to ETON all customer records related to the Product, advertising material and other information received from ETON as well as copies thereof. The Leadfinder shall further immediately cease to use any trade mark belonging to ETON.
- 12.7. Expiration or termination shall, however, not release any of the parties of its outstanding and unfulfilled obligations or liabilities towards the other.
- 12.8. The Leadfinder has no right to any compensation or other remuneration by reason of expiration or termination of the Agreement except for payment of compensation or damages according to compulsory law in Sweden existing at the time of termination of the Agreement.

13. Force majeure

- 13.1. The parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the parties is prevented by reason of any circumstance beyond the control of the parties, such as war, warlike hostilities, mobilization or general military call-up, civil war, fire, flood, earth quake, volcanic activities and effects hereof (flights restrictions) or other circumstance with similar importance.
- 13.2. The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

14. Governing law

- 14.1. This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 14.2. Any dispute, controversy, claim, or difference arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be referred to, and finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall take place in Gothenburg, Sweden.