

# CREATIVE PARTNER CO-OPERATION AGREEMENT

THIS AGREEMENT, is made and entered into by and between

Sitoo AB, Reg No. 556629-6322, with its principal office at Upplandsgatan 7, SE-111 23 Stockholm, Sweden, phone number: +46 8 5000 93 00, fax number: +46 8 612 93 40, [www.sitoo.com](http://www.sitoo.com), [sales@sitoo.com](mailto:sales@sitoo.com) ("Sitoo") and

THE CREATIVE PARTNER	
Organization Name:	
Organization Reg. No:	
Partner contact for your organization (name):	
Address 1:	
Address 2:	
Zip/Postal Code:	
City:	
State/Province:	
Country:	
Telephone Number:(country code, area code)	Fax Number: (country code, area code)
Organization's Web Address: (for example: <a href="http://www.mycompany.com">http://www.mycompany.com</a> )	
E-Mail Address:	

This Co –Operation Agreement has been executed in two copies, of which the Parties have taken one each. Including Exhibit A (the "Terms and Conditions") and Exhibit B (the "Products and Prices").

SIGNATURE – THE CREATIVE PARTNER		
<input type="checkbox"/> I have read this Agreement including <u>Exhibit A</u> and <u>Exhibit B</u> attached hereto and agree to be bound by its terms.		
Place & Date:	Signature:	Printed Name:
SIGNATURE – SITOO		
Place & Date:	Signature:	Printed Name:

# EXHIBIT A –TERMS AND CONDITIONS

**Effective Date: October 18, 2010**

PLEASE READ THIS TERMS AND CONDITIONS BEFORE SIGNING THE CREATIVE PARTNER CO-OPERATION AGREEMENT. THE CO- OPERATION AGREEMENT CONSTITUTES THE FOUNDATION OF THE BUSINESS RELATION BETWEEN SITOO AND THE CREATIVE PARTNER. CHANGES TO THE TERMS AND CONDITIONS MAY OCCURE. ANY CHANGES THIS TERMS AND CONDITIONS MUST BE MADE BY SITOO IN WRITING IN ORDER TO BE VALID.

## 1. DEFINITIONS

This TERMS AND CONDITIONS is made and entered into by and between Sitoo AB, Org nr 556629-6322 (Sitoo) and the Creative Partner. Hereinafter jointly referred to as the “Parties” or, separately, as a “Party”.

In this TERMS AND CONDITIONS the term “Products” shall mean Sitoo Products and thereto related services. A short description of Sitoo Products and thereto related services are listed in [Exhibit B](#) attached hereto (the “Products and Prices”).

Sitoo has all ownership, title, license, and proprietary rights in Products listed in [Exhibit B](#) attached hereto (the “Products and Prices”), and nothing contained in this TERMS AND CONDITIONS shall grant the Creative Partner any right, title or interest in or to the Products.

## 2. BACKGROUND

Sitoo has the worldwide right to license and distribute for sale the Products; and the Creative Partner is in the business of marketing, selling and creating websites.

The Parties desire to market and sell the Products and now therefore, for good and valuable consideration, the Parties have decided to co-operate.

## 3. SPIRIT OF THE PARTIES

Within the scope of this TERMS AND CONDITIONS the Parties shall always aim at solving any problems in the best way possible and in good spirit.

## 4. OBLIGATIONS OF SITOO

### 4.1 Grant of Right

Sitoo hereby grants the Creative Partner a non-exclusive right to offer for sale the Products listed in [Exhibit B](#) attached hereto (the “Products and Prices”)

### 4.2 Access to the Products for internal use

Sitoo shall give the Creative Partner access for internal use only to the Products. A maximum of 3 (three) Creative Partner-employees are allowed to get a Creative Partner-license to the Products. It is strictly forbidden direct or indirect to give away or to sell a Creative Partner-license.

### 4.3 Technical Support

Sitoo shall provide the Creative Partner with reasonable Software-related ‘fast track’ technical support. Phone support is restricted to weekdays between 10:00 – 16:00 (with exception for lunch between 12:00- 13:00). A maximum of 12 (twelve) free phone incidents are allowed annually.

If the end customer is in need of phone support, the end customer is required to have a separate Support and Service agreement with Sitoo.

Sitoo shall provide the Creative Partner free e-mail support.

### 4.4 Marketing material

Sitoo shall provide the Creative Partner with reasonable set of marketing material to be used in the marketing and selling of the Products.

### 4.5 Prices

Sitoo shall provide purchase prices for the Creative Partner and suggested reseller prices for the end customers. Purchase prices are listed in [Exhibit B](#) attached hereto (the “Products and Prices”). If there should occur a price change by Sitoo, The Creative Partner shall have 30 days price protection for existing written offers in the channel.

### 4.6 Contact at Sitoo

Sitoo shall provide the Creative Partner with a designated contact at Sitoo.

### 4.7 Free Sales Training

Sitoo shall provide the Creative Partner with Free sales training for the Products.

### 4.8 Market and promote

Sitoo may market and promote the Creative Partner including hyperlinks from the Sitoo website to the Creative Partner website.

## 5. OBLIGATIONS OF THE CREATIVE PARTNER

### 5.1 Yearly Fee

The Creative Partner undertakes to pay a yearly fee of five thousand Swedish kronor (SEK 5000,-) excluding VAT to Sitoo, as compensation for the many benefits of the partner relation.

## 5.2 Marketing material

The Creative Partner undertakes to only use marketing material provided by Sitoo or approved in advance by Sitoo. Such use shall be in accordance with Sitoo instructions.

## 5.3 Intellectual property

The Creative Partner acknowledges that Sitoo retains sole and exclusive ownership of Sitoo trademarks, copyrighted materials, trade dress, and symbols. The Creative Partner agrees to use Sitoo marks in the form and manner with appropriate legends as provided by Sitoo. The Creative Partner shall not remove, alter, cover, or obfuscate any copyright notice or other proprietary rights notice of Sitoo.

Upon termination of this Agreement, the Creative Partner agrees to cease and desist from the use of any such trade names, trademarks, service marks, trade dress, copyrighted materials, or symbols of Sitoo and shall return all promotional materials including the Marks to Sitoo.

## 5.4 Confidentiality

The Creative Partner shall keep confidential any information, including but not limited to technical information such as technical know-how, specifications and designs, as well as non-public business information concerning the business, financial or sales of Sitoo, that constitutes Sitoo business secrets ("Confidential Information") which comes to the Creative Partner's knowledge through this Agreement. The Creative Partner may not use Confidential Information for any other purpose than to fulfill the obligations under this Agreement.

The Creative Partner shall protect and safeguard Confidential Information kept by the Creative Partner, ensuring that no third party gets access to or knowledge of the Confidential Information.

Unless otherwise is specifically agreed, the Creative Partner shall treat any and all information exchanged between the Parties under this Agreement as confidential.

## 5.5 End-customer relation

The Creative Partner agrees to be bound by the Products License Agreements. The Creative Partner is responsible to inform the end-customer regarding the rights and limitations of the Products License Agreements.

## 5.6 Minimum annual order

The Agreement requires that the Creative Partner place a minimum annual order for a minimum value of five thousand Swedish kronor (SEK 5000,-) excluding VAT.

## 5.7 Cost allocation

The Creative Partner shall carry its own costs for personnel, marketing activities etc that arise from this Agreement.

## 5.8 Market and promote

The Creative Partner shall market and promote the Products on the Creative Partner website including hyperlinks from the Creative Partner website to the Sitoo website.

## 6. TERM AND TERMINATION OF AGREEMENT

### 6.1 Term

This Agreement enters into force on the date it has been signed by both Parties, and remains in force if not terminated by either party giving the other party written notice no later than one (1) month before the termination. Notwithstanding the foregoing, this Agreement may also be terminated pursuant to Section 6.2 as follows.

### 6.2 Termination

**Default:** Upon the failure or neglect to comply with any of the terms and provisions of this Agreement, if the same is not corrected by the Creative Partner within seven (7) days of such receipt of written demand to correct from Sitoo, Sitoo may terminate this Agreement upon seven (7) days written notice to the breaching party.

**Insolvency:** This Agreement shall be automatically terminated by giving written notice effective as of the date thereof in the event that the Creative Partner to do business in the manner contemplated in this Agreement; or, in the event that the Creative Partner is adjudicated bankrupt or insolvent, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to bankruptcy or insolvency, or upon any assignment for the benefit of creditors; or upon the appointment of a receiver liquidator, or trustee of any of its property or assets, or upon the liquidation, dissolution, or winding up of its business.

Sitoo reserves the right to pursue any breach of contract through civil and/or criminal sanctions. Sitoo will claim indemnification in respect of any expenses and losses incurred by the company as a result of breach of contract, hereunder, but not limited to, reasonable expenses for legal assistance in connection with legal steps taken to pursue or remedy breach of contract.

### 6.3 Effects of Termination

Upon any termination of this Agreement, The Creative Partner shall erase or destroy any Products contained on its computers and/or computer diskettes in its possession and shall cease to sell the Products. The Creative Partner shall also return all materials received from Sitoo (for example Creative Partner-licenses, marketing material).

## **7. PAYMENT DELIVERY TERMS**

### **7.1 Payment Terms**

All orders are 30 days credit from invoice date.

### **7.2 Taxes**

The Creative Partner shall collect and remit from the end-customer any and all applicable sales taxes, however designated, which may be imposed as a result of the existence or operation of this Agreement.

### **7.3 Overdue of payment**

Sitoo is entitled to an interest of 2 % per month, excluded reminders fee if overdue of payment.

### **7.4 Incorrect Order**

Return of the Products caused by wrong reservation by the Creative Partner can be approved during specified circumstances. A complaint caused by wrong reservation by the Creative Partner must be due within 7 days from delivery of the Products to the Creative Partner. Sitoo always possess the right to refuse such request.

### **7.5 Delivery**

The delivery of the Products is made in electronic form as e-licenses. Sitoo always intend to deliver the Products within 24 hours (with exception for Saturday and Sunday). Delay of deliver will not entitle the Creative Partner to any compensation for direct or indirect damage emerged from the delay.

### **7.6 Place an order**

The Creative Partner shall place an order in accordance with Sitoo instructions.

## **8. MISCELLANEOUS**

### **8.1 Relationship of the Parties.**

The relationship of Sitoo and the Creative Partner established by this Agreement is that of independent contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Sitoo and the Creative Partner.

### **8.2 Assignment**

The rights and obligations under this Agreement may not be assigned by the Creative Partner to a third Party unless Sitoo has given its written approval to such transfer. However, Sitoo shall have the right to assign this Agreement to any company within its group of affiliated companies.

### **8.3 Headings**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

### **8.4 Severability**

The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in full force and effect.

### **8.5 Modification**

This Agreement may be modified or amended only by a written agreement executed by Sitoo.

### **8.6 Force Majeure**

Sitoo shall be relieved of any sanction for omission to perform its obligations under this Agreement, if the ground for the omission is a circumstance beyond the control of Sitoo ("Force Majeure"). Upon cessation of any such cause operating to excuse performance by Sitoo, the obligation shall be fulfilled as agreed as soon as possible.

Force Majeure shall include (but not be limited to) war, acts of war, acts or omissions of any public authorities, new or amended legislation, labor disputes, interruption or delay in power supply, telephone connection or external network and other similar circumstances.

Irrespective of what is stated above, the Creative Partner is entitled to terminate this Agreement with immediate effect if the performance of a certain obligation is delayed with more than three (3) months.

### **8.7 Disputes**

Any dispute, controversy or claim regarding the establishment, interpretation or application of this Agreement shall primarily be settled through negotiations between the Parties.

Where the dispute may not be solved through negotiations, the dispute shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. If the Parties so agree, only one arbitrator shall be appointed. The proceedings shall take place in Stockholm. Swedish law shall be applicable.

### **8.8 Credit Perusal**

Sitoo reserve the right to examine the credit rating of the Creative Partner.

### **8.9 Entire Agreement.**

The parties have read this Agreement and agree to be bound by its terms. No representations or statements of any kind by either Party, which are not expressly stated herein, shall be binding on such Party. This Agreement is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter hereof and supersedes all prior proposals and understandings, oral or written, relating thereto.