



ILOCX SaaS and Listing Agreement

DATE:

SUBSCRIPTION FEE:

▶ **Parties**

- (1) ILOCX Ltd, a company registered in England and Wales, with company number 11077776 whose registered office is 23 Northumberland Avenue, London, WC2N 5AP, UK, (hereinafter known as “ILOCX”)

AND

- (2) Company name

Company registered in (State/Country)

Company/EIN Number

Registered Office

(Herein known as the “Client”)

The Parties hereto agree as follows:

1. Contract Period

- a. This Agreement is effective when signed by Client and ILOCX representatives (“Effective Date”). Initial term of this Agreement is Three Years starting from the Effective Date.
- b. This Agreement shall automatically renew for additional terms of three (3) years each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof.

2. Billing and Payment

- a. Payments are due in advance, unless terms are agreed between the Parties in writing. Services will not start until the payment is received. Services will be suspended and notices of non-payment displayed if payments are not received within the terms, after serving a seven days’ notice via email.
- b. Client shall pay to ILOCX the subscription fee (the “Subscription Fee”) in the amount and for the duration that Client has entered and agreed to pursuant to their prior Agreements with ILOCX.
- c. The Subscription Fee for the first Subscription Period of the term of this Agreement shall be paid on the Effective Date. The Subscription Fee for all subsequent Subscription Periods of the term of this Agreement shall be paid to ILOCX on the first day of each subsequent Subscription Period.
- d. Client shall provide a valid credit or debit card to ILOCX, and take all necessary steps to authorize automatic payment of the Subscription Fee. By entering into this Agreement, Client hereby authorizes ILOCX to automatically charge said method of payment for all Subscription Fees during the term of this Agreement. If, for any reason, automatic payment is denied, then the Client shall pay the applicable Subscription Fee, together with a \$50.00 late fee, to ILOCX within five (5) days of notice from ILOCX. If details of the payment card change during the term of this Agreement, the Client shall immediately notify ILOCX and provide a valid alternative

- e. In addition to the Subscription Fee, the Client must pay a 7.5% service fee to ILOCX from the proceeds of all sales that take place on the ILOCX platform. This is to be paid quarterly unless agreed otherwise.
- f. The amount of the Subscription Fee does not include any applicable taxes. Client is responsible for any and all applicable taxes.
- g. Any additional payment terms between ILOCX and Client shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

3. Representations and Warranties

General

- a. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.
- b. ILOCX will assume that all correspondence and instructions made via email received from you or your authorised parties and/or representatives email are made by Client.

Compliance with the Laws

- a. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement.
- b. ILOCX may decline to act on Client instructions or suspend Client listing if we suspect illegal or fraudulent activity or unauthorised use of our Services, the ILOCX Website or Software.

Acceptable Use

Client is solely responsible for the content of any listings, postings, data, or transmissions using the Services, or any other use of the Services by the Client or by any person or entity the Client permits to access the Services. The Client represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use of the ILOCX Website or Software; (b) not violate or tamper with the security of any ILOCX computer equipment or program; If ILOCX has reasonable grounds to believe that the Client is utilizing the Services for any such illegal or disruptive purpose ILOCX may suspend the Services immediately with or without notice to Client. ILOCX may terminate the Agreement as contemplated in Section 8 if Client in fact fails to adhere to the foregoing acceptable use standards.

Disclaimer

- a. ILOCX makes no warranties of any kind, express or implied, with respect to the services, any related service or software. ILOCX hereby expressly disclaims any implied warranty of merchantability, fitness for a particular purpose, or implied warranties arising from a course of dealing or course of performance. no oral or written information given by ILOCX, its employees, licensors, or the like will create a warranty.
- b. Access to and use of the Website and the ILOCX Platform is governed by the website Terms and Conditions (<https://ilocx.com/terms-and-conditions/>)
- c. It is the Clients sole decision whether or not to sell licenses using the ILOCX framework, and they should seek independent financial, legal, tax or other professional advice prior to deciding to sell using the ILOCX framework.
- d. License Agreements provided as part of the Services are between Client and the Buyer. We do not perform any management functions on behalf of the Client in respect of any Licenses that the Client approves and issues using the Services.
- e. ILOCX does not guarantee any payments that are due from a Client to Buyers. Client is fully responsible for all payments due to Buyers and indemnifies ILOCX against any claims from Buyers arising from non-payment by the Company under the License Agreements.

- f. ILOCX does not guarantee that the Client offering will attract buyers through the ILOCX Platform or by using the ILOCX framework.
- g. We are not authorised to give investment advice. No information contained on the ILOCX Platform or on the Website constitutes investment advice and should not be treated as such.

4. Limitation of Liability

We try to ensure that Client has uninterrupted access to the Website and its content and features, but we cannot guarantee that access will always be available or uninterrupted. We will not be liable for any loss or damage which may be suffered as a result of the Website or the ILOCX Platform being unavailable at any time for any reason.

Under no circumstances will ILOCX or anyone else involved in administering, distributing or providing the services, be liable for any indirect, incidental, special or consequential damages that result from the use of or inability to use the services, including but not limited to loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access to ILOCX's records, programs or services, even if such party has been advised of the possibility of such damages. In the event of any breach by ILOCX of this agreement, ILOCX's liability to client will not exceed the amount paid to ILOCX by client during the previous three months.

5. Confidential Information

Definition

For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Client data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development

plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Client under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Nondisclosure

During this the term of this Agreement and for a period of 2 years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party’s Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure / non-use obligations imposed by this Section 5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

Confidentiality

Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

Injunctive Relief

In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Client Responsibility

- a. Client is solely responsible for the content transmitted by Client using the Services, and shall defend, indemnify and hold harmless ILOCX from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications.
- b. Client is not permitted to resell the Services.
- c. Client shall use the Services only for lawful purposes. To the extent deemed necessary by Client, Client shall implement security procedures necessary to limit access to the Services to Client's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.
- d. Client is responsible for establishing designated points of contact to interface with ILOCX.
- e. Client understands and agrees that the ILOCX Software is not intended or designed to be used for generating License assets or for purchasing interests in License assets as part of a Listing Company's securitisation solely for a fund-raising strategy.
- f. Client undertakes that they will not use the ILOCX Software for any form of securitisation.

- a. ILOCX have absolute discretion whether to accept or reject your application to become a Listing Company and create a Company Listing, even if you satisfy the Listing Company Eligibility Criteria.
- h. To be listed on the ILOCX Directory Client must satisfy the following Listing Company Eligibility Criteria:
 - I. Client must already have significant revenues;
 - II. Client must be obtaining margins on sales high enough for the License to be feasible for both the Listing Company and the Buyer;
 - III. Client must generate \$1,000,000 in licensing sales from a pre-sale;
 - IV. Client must provide us with all information and documents that we may reasonably request about the Listing Company and about their financial condition, business and affairs from time to time;
 - V. Client confirm that they have read these Terms and Conditions (<https://ilocx.com/terms-and-conditions/>) and have the authority to and do agree to be bound by them;
 - VI. Client consent to our use of information in accordance with our Privacy Notice
- i. If any of the statements in this Section cease to be true, Client must inform us as soon as possible by email to reply@ilocx.com. If Client ceases to satisfy the Listing Company Eligibility Criteria, we may terminate the Listing.
- j. We may change the Client Eligibility Criteria from time to time.
- k. If there is any material change in the Listing Company, including but not limited to a product recall, a merger or takeover, a change in law, an investigation by a governmental or statutory body, an investigation or sanctions by a regulatory body, or a threatened lawsuit, this must be reported to ILOCX by email to reply@ilocx.com.

7. Licenses

- a. ILOCX hereby grants to Client a personal, nonexclusive, non-transferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by ILOCX (“Licensed Material”), which may be furnished to Client under this Agreement. Client agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Client also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code

equivalent to the Licensed Material. All Licensed Material furnished to Client under this Agreement shall be used by Client only for Client's internal business purposes, and shall not be reproduced or copied in whole or in part.

- b. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to ILOCX. Any modification to the Software performed by Client directly or indirectly extending the current capabilities shall be the property of ILOCX and all copyrights and other rights are hereby assigned to ILOCX.

8. Termination

- a. If a Party fails to perform or observe any material term or condition of this Agreement or the Terms and Conditions, and the failure continues un-remedied for seven (7) days after receipt of written notice, (1) the other Party may terminate this agreement, or (2) where the failure is a nonpayment by Client of any charge when due, ILOCX, may, at its option, terminate or suspend Services with or without any notice.
- b. If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues un-remedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement; provided, however, that where the breach is the failure of payment by Client of any charge when due, ILOCX, may, at its option, terminate or suspend Services if Client does not cure said breach within seven (7) days following notice to Client of the delinquency.
- c. This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.
- d. Client shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.
- e. We may suspend or disable Client access to the Website and/or ILOCX Platform at any time if, in our reasonable opinion:
 - I. Client has failed to comply with these Terms and Conditions or any License Agreement;

- II. Client has participated in any misuse, illegal or fraudulent use of the Website, an account, the ILOCX Platform or Client Listing.
- f. We may give notice that we intend to suspend or terminate a Client listing at any time if:
 - I. Client ceases to satisfy the Listing Company Eligibility Criteria, as laid out in the Website Terms and Conditions (<https://ilocx.com/terms-and-conditions/>);
 - II. Client fails to provide us with reasonably requested information;
 - III. We suspect that Client have been involved in any criminal activities;
 - IV. We discover that any information provided to us by Client is materially incorrect, inaccurate, false or misleading;
 - V. We believe actions taken by Client may have an adverse effect on the ILOCX Platform or ILOCX Platform's reputation.
- g. Client will be liable to us for any foreseeable loss or damage suffered by us as a result of their actions outlined in this Section.
- h. If we give notice under this Section, we may close the Listing Company's listing. The Listing Company is still liable for all Subscription Fees and any other Charges due.
- i. If the Company's listing is terminated for any reason, this does not affect your obligations under any License Agreements you have entered into with Buyers.

9. General Provisions

- a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Client. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Client, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon ILOCX or effective for any purpose, unless accepted by ILOCX in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, ILOCX's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

- b. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- c. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United Kingdom, or any other applicable jurisdiction.
- d. This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Client without the prior written consent of ILOCX. Any attempted assignment, subletting or transfer shall be void.
- e. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f. No delay or failure of ILOCX or Client in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by ILOCX or Client of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- g. On ILOCX's request, no more frequently than annually, Client shall furnish ILOCX with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) the Terms and Conditions (<https://ilocx.com/terms-and-conditions/>) and (iii) listing the locations where the Licensed Material is being used.
- h. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.
- i. This Agreement will be governed by and construed in accordance with the laws of the United Kingdom. If any dispute (whether contractual or non-contractual) arises out of, or in connection with, this Agreement, we and Client submit to the non-exclusive jurisdiction of the relevant United Kingdom courts.

► **Numbers**

Date for issue

Total units in offering

Initial price of unit

I confirm the following:

1. That the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately.
2. That the company will pay a royalty payment in the following percentages of Gross Revenues as per the License Agreement:

Royalty % year 1

Royalty % year 2 (if different)

Royalty % year 3 (if different)

3. That the following authorized personnel are able to contact ILOCX on behalf of the Company:

Name

Position

Email Address

Phone

4. That the following personnel will be the contact point for Buyers:

Name _____

Position _____

Email Address _____

Phone _____

5. That all proceeds due to the Company from the issue are to be paid into the following bank account:

Company Account Name _____

Company Account Number _____

Sort Code or ABA No _____

Beneficiary Bank Name _____

Beneficiary Bank Address _____

BIC/SWIFT _____

▶ Directors

In addition to signing the above listing documents, we require information about your company and its standing. Please upload a copy of the following:

Name: _____

Name: _____

Email: _____

Email: _____

Name: _____

Name: _____

Email: _____

Email: _____

Name: _____

Name: _____

Email: _____

Email: _____

Name: _____

Name: _____

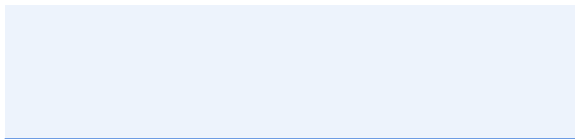
Email: _____

Email: _____

Consent

IN WITNESS WHEREOF, I confirm the Company's consent to the Terms and Conditions of this Agreement above, as well as the general Terms and Conditions found here: <https://ilocx.com/terms-and-conditions/>.

This is outlined by my signature below:

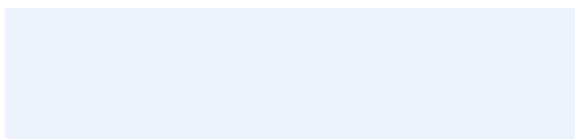


Company:

Customer Name:

Position:

Signed on behalf of ILOCX Ltd:



Edward Fitzpatrick | Director

Date:
