

JOINT VENTURE

Scopulus

AGREEMENT

Scopulus

BETWEEN:

Scopulus

(1) [Company "

s at [](" the

(2) [Co-Venture

s at [](" the

Scopulus

RECITALS

(1) The Compa

Scopulus

reement).

(2) The Co-Ve
[carried ou

Scopulus

he name []
platforms].

(3) The Co-Ve
through the

Scopulus

by the Company

(4) The parties
the provisio

Scopulus

er to co-operate in

IT IS AGREED:

1. DEFINITIO

Scopulus

Scopulus

In this agreement, the following words and expressions shall have the following respective meanings unless the context otherwise requires:

"Co-Branded Service" means the Venturer's name in a be made av

"Customers" means pur Service on

"Royalty" means a s remunerati services so percentage deducting clearance actually pa and service

"Service Levels" means the observed b

"Service" means the by the Con (where * re successor U

"Company Data" means any addresses of such infor which is su

"Trade Marks" Means the

"Web Site" means the [] a

1.1 Words importing the sing

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Scopulus

Co-
any
s to

the

uch
and
the
first
ard
ges
ods

be

ted
n*

ies,
ther
and

RL

- 1.2 Clause heading not affect the construction
- 1.3 Reference to clauses, sub-clause and
- 2. OBJECT OF THE
 - 2.1 The parties by the Company
 - 2.2 The parties shall be no later than [
- 3. THE CO-VENTURE
 - 3.1 The Co-Venturer shall ensure the Company website so that the Co-Venturer.
 - 3.2 The Site (including all rights data and in all modifications) shall be the exclusive property of
 - 3.3 The Company shall retain all rights (including copyright data and in all modifications) shall be the exclusive property of
- 4. COMPANY OBLIGATIONS
 - 4.1 The Company shall ensure that the Co-Venturer's Branded Sites and will provide a copy of the same.

Scopulus
Scopulus
Scopulus
Scopulus
Scopulus
Scopulus
Scopulus

4.2 The Comp
commercial

Scopulus

the highest
ice Levels.

4.3 The Comp
call centre,
Schedule 2

Scopulus

ners through
s set out in

4.4 The Comp
receipt of e
purchase co
transaction.
Branded Se

Scopulus

ners and, on
the original
ating to that
s of the Co-
rer.

4.5 Within the
clear to ev
Co-Venture

Scopulus

re that it is
and not the

4.6 The Comp
professiona
to ensure t
Service pro

Scopulus

d to normal
ecessary steps
ine and the
ate.

4.7 The Comp
through the
and conditi
to the satis
arising in
The Comp
and status o

Scopulus

to be sold
andard terms
and resolve
ny disputes
the Service.
he existence

4.8 The Comp
Company's
the Service

Scopulus

y with the
y shown on

4.9 The Comp
in any man

Scopulus

fy or exploit
branding of

Scopus

the Co-Br
the Co-Ve

en consent of
ed.

4.10 The Comp
contains t
the Servic

Scopus

t its database
ability within

5. PRICES AND AV

Scopus

RVICE

5.1 The Comp
through th

ervices it sells

5.2 Neither pa
explicit m
based on r
orientation
defamator

Scopus

note sexually
discrimination
bility, sexual
threatening,

6. ROYALTY

Scopus

6.1 Royalty sh

6.1.1

Scopus

s and other
Company in
ervice on the
in respect of
and sold to

6.2 Subject to
Royalty (C
services so

Scopus

ed to receive
f goods and

[

Scopus

6.3 The Company shall, at the end of each month, calculate the total Royalty earned in that month. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

days after the month-end. The Royalty earned in that month shall be paid to the Company. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

6.4 The Co-Venturer shall examine and certify the Royalty earned in that month. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

days after the month-end. The Royalty earned in that month shall be paid to the Company. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

6.5 If any Royalty earned in that month shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

days after the month-end. The Royalty earned in that month shall be paid to the Company. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

7. COMPANY AND

7.1 The Company and the Co-Venturer shall each appoint one or more representatives to be their respective representatives and shall also appoint one or more representatives and such representatives shall

Scopulus

days after the month-end. The Royalty earned in that month shall be paid to the Company. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

7.2 Each of the parties shall be responsible for the performance of their respective obligations under this agreement but any employees, agents or representatives of the parties shall remain the responsibility of the party which they represent.

Scopulus

days after the month-end. The Royalty earned in that month shall be paid to the Company. Where total Royalty earned shall exceed \$100,000, the Co-Venturer shall pay the total Royalty earned shall

Scopulus

8. NON COMPETE

8.1 Neither party shall directly or indirectly engage or be interested in the project covered by this agreement or the employees or customers of the other party.

Scopulus

Scopulus

9. TERM AND TERMINATION

9.1 This agreement shall continue for a period of six (6) months and shall thereafter continue to the other party.

Scopulus

Scopulus

9.2 Either party may terminate this agreement by giving written notice to the other party in the event that:

Scopulus

9.2.1

Scopulus

9.2.2

Scopulus

10. CONFIDENTIALITY

Each party shall keep confidential and shall not disclose to any third party any confidential information or any such information.

Scopulus

date of this agree
other than as a res

Scopulus

public domain

11. DATA PROTECT

Scopulus

11.1 Each party
respective
Protection
outside the

rying out its
with the Data
in countries

Scopulus

12. INDEMINITIES

Scopulus

12.1 The Comp
each other,
its employ
demands,
reason of
this agree

y on demand
nified party,
ms, actions,
incurred by
ns set out in

Scopulus

13. LIMITATION ON

Scopulus

13.1 Subject to
either part
£[],000 i
any series
during the

l liability of
e limited to
n relation to
is agreement

Scopulus

13.2 Neither pa
(or otherw
damages.

contract, tort
omic loss or

Scopulus

13.3 Nothing in
party for d

lity of either
gligence.

13.4 Neither pa
respective
availability

meet their
of the non-
provider of

telecommur
Internet) or
outside the

Scopulus

cluding the
circumstances

14. GENERAL

Scopulus

15. No amendment to
is made by a written

Scopulus

ve unless it
parties.

15.1 Any notice
authorised
writing and

Scopulus

required or
shall be in
t.

15.2 Any such
facsimile, e
the attention
party.

Scopulus

nding it by
ress and for
ime by such

15.3 Any notice
to have been

Scopulus

l be deemed

15.3.1 i
t
e
e
b

Scopulus

hours after
csimile) an
e-mail) no
en received

15.3.2 i
t
E
C

Scopulus

hours from
the United
ting if from

15.4 If any pro
unenforceab
remainder o

illegal or
red and the
l force and

effect as if
eliminated.

Scopulus

id provision

15.5 Nothing in
or agency b

Scopulus

partnership

15.6 This agreeer
English la
jurisdiction

Scopulus

ordance with
on-exclusive

AS WITNESS the hands o

es

Scopulus

Scopulus

Scopulus

SIGNED BY.....
Date
For and on behalf of
THE COMPANY

Scopulus

SIGNED BY.....
Date
For and on behalf of
THE CO-VENTURER

Scopulus