



AFFILIATE SALES & MARKETING AGENCY AGREEMENT

THIS AGREEMENT dated [DATE]

PARTIES:

1. 'The Principal: PatientPak Ltd registered under company number 06014444 whose office is at 15c Farm Lane Business Centre, Fulham, London SW6 1QJ
2. 'The Agent': []; registered under company number []; trading from []; and operating a website domain name []

RECITALS:

- (A) The Principal sells a Personal Anti-Superbug Protection Kit known as 'PatientPak' in the UK and 'ProtectPak' outside the UK to consumers via its website www.patientpak.com.
- (B) The Agent undertakes to introduce customers to the Principal's Products and will receive commission for so doing when the customer has purchased and paid for the Principal's Products and the link between the introduction to and purchase of the Principal's Product is demonstrated.

OPERATIVE PROVISIONS:

1. The Principal hereby appoints the Agent as its non-exclusive agent for the promotion of, and solicitation of customers for the Principal's Products, and the Agent hereby agrees to act in that capacity, subject to the Terms and Conditions of this Agreement and the full Terms and Conditions on the www.patientpak.com website.
2. The Agent shall attract potential customers for the Principal's Products in a proper manner using his existing contacts or other sales channels including his website but not in any manner that will bring disrepute to the Principal. Primarily the Agent will use a range of marketing tools to encourage customers to access the Principal's Product website www.patientpak.com. This will include the Agent providing a link on his website to the Principal's Product website www.patientpak.com. The Agent at all times will adhere to the rules set out in the PatientPak Brand Guidelines (available at <http://www.patientpak.com/ourbrand/>) and there must be no PPC (price per click), Bidding on Brand (patientpak, patientpac, patientpack, patientpax, protectpak, protectpac, protectpack, protectpax etc). Any infringement of these conditions will result in the immediate cancellation of this agreement without compensation to the Agent.
3. Upon successful activation of the Product by the customer attributable to the Agent as per operative provision (4) and cleared, uncontested payment by the customer, the Principal will be responsible for remunerating the Agent to the amount of 20% of the retail price net of vat, on the Principal's website www.patientpak.com per successful activation plus the addition of Value Added Tax (if applicable).



4. Successful activation of the Product will be tracked via Trackable URL provided by the Principal. A report of activity will be prepared by the Principal and sent to the Agent via e-mail not more than 10 business days following the end of the month to which the sale relates.
5. Any sums payable under this agreement will be settled within 28 days of receipt of a valid VAT invoice to the Principal from the Agent for the month in which they accrued. Invoices from the Agent not rendered to the Principal within 3 months from the month in which the payments were accrued will become invalid.
6. No sums will be paid to the Agent by the Principal in respect of any costs incurred by the Agent unless previously agreed by both parties.
7. The term of this agreement shall be for 12 calendar months from the date of signing. At the end of this term, both parties may agree in writing to enter into a further term using the same or amended terms. Subject to operative condition (2) either party can terminate the contract with 1 months notice in writing.
8. This Agreement shall in all respects be governed by and construed in accordance with the Laws of England, and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

ON BEHALF OF THE PRINCIPAL

PatientPak Ltd

15c Farm Lane Trading Centre,
Fulham, London SW6 1QJ

Signature

Print name

Position

ON BEHALF OF THE AGENT

Company/Organisation Name

Signature

Company/Organisation Address

Print name

Position