

Introduction Agreement

between

Spigo Malta Ltd.

and

Introducer

Table of Contents

1. Interpretation.....	3
2. Introductions.....	4
3. Anti-bribery compliance.....	5
4. Commission and payment.....	6
5. Obligations of Spigo.....	8
6. Confidentiality.....	8
7. Commencement and duration.....	9
8. Termination.....	9
9. Consequences of termination.....	9
10. No partnership or agency.....	9
11. Entire agreement.....	9
12. Variation.....	10
13. Assignment and other dealings.....	10
14. Waiver.....	10
15. Severance.....	10
16. Notices.....	10
17. Third party rights	11
18. Governing law.....	11
19. Jurisdiction.....	11

Schedule:

1. Exclusivity list

THIS AGREEMENT is dated [DATE]

Parties

- i. Spigo Malta Ltd incorporated and registered under the laws of Malta under company number C 47892 whose registered office is at Skyway Offices, suite 8, block C, 179 Marina Seafront, Pieta, PTA 9042, Malta (hereafter “Spigo”).
- ii. [FULL COMPANY NAME] incorporated and registered in [JURISDICTION] under company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (hereafter “Introducer”).

Background

1. The Introducer has a large number of contacts and can meet further contacts, who may be interested in purchasing Spigo Games and Spigo Site and Games products and services.
2. Spigo wishes to be introduced to such contacts and is willing to pay the Introducer a commission on the terms of this agreement, if such contacts purchase services from it and the Introducer is willing to effect these introductions in return for this commission.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: A day other than a Saturday, Sunday or public holiday in Malta when banks in Malta are open for business.

Commencement Date: Has the meaning given in clause 7.

Commission: Has the meaning given in clause 4.2.

Exclusivity List: The Schedule 1 that is updated and maintained by Spigo during the term of this agreement with Prospective Clients.

Introduction: The provision in writing to Spigo by Introducer of the contact details of an employee or representative at a Prospective Client who knows one or more individuals at the Introducer and who is of sufficient seniority to authorise or recommend the purchase of the Services from Spigo. Introduce, Introduces and Introduced shall be interpreted accordingly.

Introduction Date: For each Prospective Client, the date during the term of this agreement on which the Introducer first Introduces such Prospective Client to Spigo.

Introduction Period: For each Prospective Client, the 6 months from the Introduction Date, irrespective of whether such period ends before or after the date of termination of this agreement.

Net Income: The payments made to Spigo for the Services under a Relevant Contract less any value added tax or other sales tax on them, any out-of-pocket expenses incurred by Spigo in providing the Services and any discounts or rebates granted by Spigo.

Quarter: Each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December.

Prospective Client: A person added to the Exclusivity List and thereafter removed automatically from the list after 6 months thereby ceasing to be a Prospective Client.

Relevant Contract: A contract for the supply of Services entered into during the Introduction Period between Spigo and a Prospective Client who was Introduced by the Introducer.

Services: The services provided by Spigo under a Relevant Contract.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 Schedule 1 forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule 1.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to writing or written includes fax and e-mail.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 References to clauses are to the clauses of this agreement.

2. INTRODUCTIONS

- 2.1 Spigo appoints the Introducer on a non-exclusive basis to identify Prospective Clients for Spigo and to make Introductions of such persons on the terms of this agreement.
- 2.2 No later than 7 days after the Commencement Date, and every 1 month thereafter during the term of this agreement, Spigo and the Introducer shall jointly agree on which Prospective Clients (including any class or group of Prospective Clients) the Introducer shall seek to make Introductions before the Introducer approaches such Prospective Clients or makes any Introductions in respect of them.
- 2.3 Prospective Clients agreed on by the Parties shall be added by Spigo to the Exclusivity List at the date of such agreement and removed from the Exclusivity List after 6 months whereby the Prospective Client automatically ceases to be a Prospective Client from then on.
- 2.4

- 2.5 The Introducer shall:
- (a) serve Spigo faithfully and diligently and not allow its interests to conflict with its duties under this agreement;
 - (b) use its best endeavours to make Introductions of Prospective Clients agreed pursuant to clause 2.2;
 - (c) report in writing to Spigo from time to time on progress made with Prospective Clients; and
 - (d) comply with all reasonable and lawful instructions of Spigo.
- 2.6 The Introducer shall have no authority and shall not hold itself out, or permit any person to hold itself out as being authorised to bind Spigo in any way and shall not do any act which might reasonably create the impression that the Introducer is so authorised. The Introducer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Spigo, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Clients.
- 2.7 The Introducer shall not, without the prior written consent of Spigo, during the term of this agreement perform duties similar to making Introductions, on behalf of any person who provides services similar to the Services.
- 2.8 The Introducer must disclose to each Prospective Client that it is an introduction agent of Spigo and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of Spigo.
- 2.9 The Introducer shall not produce any marketing material for Spigo's services or use Spigo's name, logo or trade marks on any marketing material for the Services without the prior written consent of Spigo.
- 2.10 The Introducer shall not, without Spigo's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in Spigo's marketing material.
- 2.11 Where a Prospective Client is Introduced by the Introducer and the Prospective Client then introduces Spigo to a third party who purchases Services from Spigo, the Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Spigo.

3. ANTI-BRIBERY COMPLIANCE

- 3.1 The Introducer shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (Relevant Requirements);
 - (b) comply with any Spigo Ethics and Anti-bribery Policy as Spigo may update them from time to time (Relevant Policies);
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 3.1(b) and will enforce them where appropriate;

- (d) promptly report to Spigo any request or demand for any undue financial or other advantage of any kind received by the Introducer in connection with the performance of this agreement;
 - (e) immediately notify Spigo in writing if a foreign public official becomes an officer or employee of the Introducer or acquires a direct or indirect interest in the Introducer, and the Introducer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
 - (f) shall provide such supporting evidence of compliance as Spigo may reasonably request.
- 3.2 The Introducer shall ensure that any person associated with the Introducer who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Introducer in this clause 3 (Relevant Terms). The Introducer shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Spigo for any breach by such persons of any of the Relevant Terms.
- 3.3 Breach of this clause 3 by the Introducer shall be deemed a material breach under clause 7.1(b).
- 3.4 For the purpose of this clause 3, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 and any guidance issued under section 9, sections 6(5), 6(6) and section 8 of that Act respectively. For the purpose of this clause 3, a person associated with the Introducer includes but is not limited to any agent, delegate or subcontractor of the Agent.

4. COMMISSION AND PAYMENT

- 4.1 The Introducer shall be entitled to Commission if a Prospective Client Introduced by the Introducer enters into a Relevant Contract.
- 4.2 The amount of commission payable shall be [PERCENTAGE]% of Spigo's Net Income received under each Relevant Contract (as it may be renewed, extended or amended) during a period of 2 years from its Commencement Date (Commission).
- 4.3 Spigo shall promptly notify the Introducer in writing of the following:
- (a) the date it enters into a Relevant Contract;
 - (b) the amount of the payments due for Services under it; and
 - (c) the dates on which payments for such Services are payable,
- no later than 5 Business Days after it enters into such Relevant Contract.
- 4.4 Any Commission payable pursuant to clause 4.2 shall be due to the Introducer within 14 days of the end of the Quarter in which Spigo received the corresponding payment for Services. If Spigo receives payment under any Relevant Contract in instalments, then Commission shall be calculated and paid on such instalments as they are received by Spigo.

- 4.5 Spigo shall within 14 days of the end of the Quarter in which Spigo received the corresponding payment for Services send to the Introducer a written statement setting out, in respect of such Quarter, in respect of each Relevant Contract:
- (a) the Commission payable to the Introducer;
 - (b) the payments for Services received and details of any sums due which have not been received; and
 - (c) how the Commission has been calculated, including details of all deductions made in determining Net Income.
- 4.6 The Introducer shall invoice Spigo for the Commission payable as per Spigo's statement submitted pursuant to clause 4.5, together with any applicable VAT and Spigo shall pay such invoice within 30 days of receipt.
- 4.7 Commission shall be payable to the Introducer in the currency in which it is received by Spigo.
- 4.8 All sums payable under this agreement:
- (a) are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
 - (b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee. If the payor is required by law to deduct withholding tax, then the payor and the payee shall co-operate in all respects and take all reasonable steps necessary to:
 - (c) lawfully avoid making any such deductions; or
 - (d) enable the payee to obtain a tax credit in respect of the amount withheld.
- 4.9 If Spigo fails to make any payment due to the Introducer under this agreement by the due date for payment, then, without limiting the Introducer's remedies under clause 8, Spigo shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of Valetta (BOV) base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Spigo shall pay the interest together with the overdue amount.
- 4.10 Spigo shall keep separate accounts and records giving correct and adequate details of all Relevant Contracts entered into by Spigo, all payments received under them and all deductions made in the calculation of Net Income. Spigo shall permit the duly appointed representatives of the Introducer at all reasonable times, but no more than once in any 12 months' period, to inspect all such accounts and records and to take copies of them. For the avoidance of doubt, all rights in such records (including database right and copyright) shall belong to Spigo.
- 4.11 If any dispute arises as to the amount of Commission payable by Spigo to the Introducer, the same shall be referred to Spigo's auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

- 4.12 No Commission or other compensation shall be payable where Spigo contracts with a third party in the circumstances described in clause 2.9.
- 4.13 Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 4 and Spigo's obligation to pay Commission to the Introducer in accordance with it.

5. OBLIGATIONS OF SPIGO

- 5.1 Spigo must at all material times act in good faith towards the Introducer.
- 5.2 Spigo shall provide the Introducer at all material times with the information the Introducer reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about Spigo.
- 5.3 Spigo shall inform the Introducer immediately if Spigo suspends or ceases to perform the Services.
- 5.4 Spigo shall not be responsible for any costs incurred by the Introducer unless such costs have been agreed by Spigo in writing, in advance.
- 5.5 Spigo shall be under no obligation to:
- (a) follow up any Introduction made by the Introducer; or
 - (b) enter into a Relevant Contract.

6. CONFIDENTIALITY

- 6.1 Each party undertakes that it shall not at any time during this agreement, and for a period of 5 years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted under clause 6.2.
- 6.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 6.4 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Introducer from Spigo shall be returned promptly to Spigo on termination of this agreement, and no copies shall be kept.

7. COMMENCEMENT AND DURATION

- 7.1 This agreement shall commence on the date when it has been signed by both parties (Commencement Date) and shall continue, unless terminated earlier in accordance with clause 8, until either party gives to the other party 4 weeks' written notice to terminate.

8. TERMINATION

- 8.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party, if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

9. CONSEQUENCES OF TERMINATION

- 9.1 On termination of this agreement, the following clauses shall continue in force: clause 1, clause 4, clause 6 and clause 9 to clause 18 (inclusive).
- 9.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10. NO PARTNERSHIP OR AGENCY

- 10.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party, the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 10.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11. ENTIRE AGREEMENT

- 11.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.4 Nothing in this clause shall limit or exclude any liability for fraud.

12. VARIATION

12.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. ASSIGNMENT AND OTHER DEALINGS

13.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

14. WAIVER

14.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. SEVERANCE

15.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

15.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. NOTICES

16.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

16.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the Business Day after posting or at the time recorded by the delivery service.

16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. THIRD PARTY RIGHTS

17.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

18. GOVERNING LAW

18.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta.

19. JURISDICTION

19.1 Each party irrevocably agrees that the courts of Malta shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

19.2

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF SUPPLIER]

.....

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF INTRODUCER]

.....

Director

[INSERT SUPPLIER POLICY]