

# eDiscovery Assistant

## Affiliate partner program agreement

The following “Affiliate Partner Agreement” governs you, the “Agent,” and your relationship with eDiscovery Assistant LLC (“eDA”). This is a legal agreement between you and eDA and incorporates the attached Exhibit A. By registering your participation in this Program (as defined below), you are accepting to be bound to the terms of this Agreement.

WHEREAS, the Agent may from time to time refer potential customers to the eDA for a referral fee.

The parties agree to the following:

1. The referral fee shall be calculated as described in Exhibit A.
2. Agent will register potential leads via the lead registration form provided by Themis. Leads shall be deemed eligible or ineligible for payment of the referral fee at the sole discretion of Themis. Prospects currently engaged with Themis in any sales related discussions, evaluations or negotiations or those that have been engaged by Themis within the past sixty (60) days are specifically excluded. In addition, Agent must deal at arms-length with any potential lead in order to be eligible for the referral fee.
3. Themis shall use its best commercial efforts to close business referrals from the Agent. However, Themis makes no representation or guaranty that such referrals will actually result in an agreement for the Themis service and shall not be liable for any prospective corporate customer that is referred by the Agent to Themis but does not register for the Themis service. Only those referrals that close within ninety (90) days of registration shall be eligible for a referral fee.
4. Only referrals that remain paid customers for 90 consecutive business days will be eligible for a referral fee.
5. Referral fee payments shall be made by Themis no later than the third Friday of each calendar business quarter.
6. To be eligible for a referral fee, Agent must provide necessary payment instructions to Themis in a timely fashion.
7. Placement of advertisements and referral methods for the Agent are at the sole discretion of the Agent. However, in order to solicit sales, the Agents shall not make promises or issue any warranty either expressed or implied pertaining to the goods or

services offered by Themis unless authorized in writing by Themis to do so.

8. The Agent may make use of the Themis trademarks for the sole purpose of promoting the Company's goods or services. Any such use shall be in accordance with Themis's trademark policies. It is expressly understood that this referral agreement does not grant the Agent any interest in the Themis trademarks or any other intellectual property rights.

9. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to Themis, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of Themis, shall make no warranty either expressed or implied on behalf of the Themis and shall not incur any expenses on behalf of Themis.

10. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of Themis and the Agent shall have no rights under any other agreements entered into by Themis with other Agents.

11. The Agent agrees not to disclose any confidential information pertaining to Themis's goods or services nor that of prospective or existing customers to any third party. The Agent may do follow-up enquiries with its referred customers to confirm their purchase and to gather feedback about their experience with Themis's goods or services as supplied.

12. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within the usual payment sequence described in section 5 of this Agreement.

13. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

14. Themis reserves the right to amend this Agreement. In the event of material changes to the Agreement, Themis will notify Agent, by email, or by other reasonable means of these changes prior to their enactment.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. In addition, you hereby irrevocably attorn to the jurisdiction of the courts in the Province of British Columbia with respect to any and all issues arising from this Agreement.

16. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

## **Exhibit A**

### **Referral Fees**

#### **Monthly Paid Accounts:**

5% of the Equivalent Annual Account Revenue (defined below) when the customer signs up (and pays) initially as a monthly customer of eDiscovery Assistant LLC as a direct result of a referral.

“Equivalent Annual Account Revenue” is equal to 12 times the monthly charge paid by the customer of the net value of goods or services sold by eDiscovery Assistant LLC. Net value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution. Subsequent sales of goods or services to the referred customer shall not be subject to a referral fee.

#### **Annual Paid Accounts:**

10% of the Annual Account Revenue (defined below) when the customer signs up (and pays) initially as an annual customer of eDiscovery Assistant LLC as a direct result of a referral.

“Annual Account Revenue” is equal to the annual charge paid by the customer of the net value of goods or services sold by eDiscovery Assistant LLC. Net value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution. Subsequent sales of goods or services to the referred customer shall not be subject to a referral fee.