

# VORTEX TECHNOLOGY SERVICES LIMITED

## BUSINESS PARTNER AGREEMENT

### 1. AGREEMENT

- 1.1 This records the contractual agreement (“The Agreement”) between Vortex Technology Services Limited (“Vortex”, we”, “us”, “our”), and you the Business Partner (“you”, “your”) for you to market our profile services (“profile services”) on our behalf as provided on [www.vortexdna.com](http://www.vortexdna.com) (“our website”) or through any other website or application using our technology. .
- 1.2 This agreement enables you to sign users up to our profile services through your own branded version of our website and/or through data feeds into your existing applications or websites.

### 2. DEFINITIONS

- 2.1 **Profile services:** Only services provided to individuals and groups (including but not limited to organizations, corporations and community groups) that enable them to create and maintain a profile based on Vortex Technology.
- 2.2 **Profile:** The identity of a user or user group calculated through use of the Vortex Technology that results in a Vortex Rating and sub-ratings.
- 2.3 **Vortex Account:** An account allowing an individual user or user group to use Vortex Services including Profile Services
- 2.4 **Organization account:** An account allowing an organization to use Vortex Services including Profile Services
- 2.5 **Business Partner Account:** An account where you can see how much revenue you have earned from the marketing of our Vortex profile services.
- 2.6 **Vortex rating:** A percentage score based on the data collected from an individual user or user group by means of the Vortex Technology and which quantifies identity of the user and the extent to which the individual or user group is functioning effectively as a complex system
- 2.7 **Integrity Rating:** A percentage score based on the data collected from and about an individual user or user group by means of the Vortex Technology and which quantifies the extent to which the individual or user group’s self-perception matches the way that others perceive the individual or user group

### 3. VORTEX TECHNOLOGY

- 3.1 Our profiles services enable users to create a Vortex profile (“profile”) and to access and share information that is relevant to them based upon that profile.
- 3.2 You can market our profile services by signing up as a Business Partner from our website. Your business partner account then provides you with the links you can place on your website. These

enable users to sign up to Vortex through you. Your account also gives you the data-feeds you need if you choose to integrate the marketing of our services into your existing website offering.

- 3.3 Our relationship with you is based on this Business Partner Agreement that grants you permission to market our profile services on our behalf through your own branded version of our website and through data feeds into your existing applications or websites.
- 3.4 We own our technology including our intellectual property such as trademarks and any patents and patent applications connected to our technology and all codified and non codified intellectual property rights including copyright in all text held or created by us. We also own the information contained in Vortex users' accounts.
- 3.5 We do not share with you any Vortex user information or data except for recording the amount we owe you, or you owe us, for marketing our services on our behalf.
- 3.6 This agreement is the basis of our relationship with you. We may change the conditions of this agreement from time to time. However these changes will not remove your Business Partner status as long as you abide to the conditions of this agreement. The latest conditions and changes in conditions are posted on our website. By continuing to use our technology you agree to these changes.

#### **4. REVENUE SHARE**

- 4.1 We share payments received from users signing up for Vortex profile services through your branded version of our technology on a 50/50 basis based upon the published prices for these services found on our website.
- 4.2 This revenue share agreement relates only to the marketing of our profile services. You do not share revenue with us for any other Vortex service the Vortex user may sign up for or use.
- 4.3 You can choose to collect the payments yourselves or to have us collect the payments for you.
- 4.4 You can see the amount earned, or the amount you owe us, through your Vortex Business Partner Account. We aim to be open and transparent in all transactions with you.
- 4.5 If you collect payments yourselves we will invoice you for 50% of the value of the services provided to users based upon the price of these services as published on our website. For example if the published price of an Enhanced Personal Profile subscription is US\$12 per annum, we will invoice you for US\$6. If you collect the payments you agree to pay us within 30 days of the services being provided.
- 4.6 If we collect the payments we will pay you your share within 30 days of receiving payment. We will pay your share into your nominated bank account or Paypal account. You are responsible for any charges connected with the transfer of funds. If you nominate a bank account, rather than Paypal account, we will transfer funds only when your have earned more than US\$1,000.
- 4.7 Vortex users have the right to switch Business Partners at any time. They do this by sending their request to us at: [switch@vortexdna.com](mailto:switch@vortexdna.com).

- 4.8 If a user switches Business Partners, the existing Business Partner keeps the revenue share of services already paid for. The new Business Partner is obliged to take on the user, but will not receive any payment for doing so until a new payment has been received for the operation of that Vortex user account.
- 4.9 You may not approach Vortex users on our behalf or claim to represent us in any way. Your relationships with any Vortex users that are also your clients must on the basis of your existing relationship with them as agreed between you.
- 4.10 You agree to maintain the privacy clauses between Vortex and Vortex users as outlined in the Vortex Profile Services Users Agreement.

## **5. LIABILITY**

- 5.1 We accept and you agree that we have no liability in contract or tort or any other cause of action in connection with any consequences with regard to your use of our services.
- 5.2 In no event will we be liable to you for any indirect, incidental or consequential damages, or loss of profit arising out of the marketing of Vortex Profile Services or any products provided under this Agreement.
- 5.3 We are providing the Vortex website and Profiling Services on an 'as is' basis and make no representations or warranties of any kind with respect to this site and/or services or its contents and disclaims all such representations and warranties. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

## **6. TERMINATION**

- 6.1 In the event that you breach this agreement and we can opt to terminate our relationship with you forthwith. Upon such termination by us we all take steps to block the link and data-feeds that we have provided to you. This means users will no longer be able to sign up or log into our services through you. If we terminate you agree to remove any of our logos, name, and reference to our services from you website within 7 days of receiving notice from us that we are terminating our relationship with you.
- 6.2 In the event that we terminate you agree to pay to us any revenue owing to us at the point of termination. You agree that after termination that you have no further claim to revenue generated by Vortex users. If we owe you funds these will be paid to you on termination less any credit owed to us by you.

## **7. INDEMNITY**

- 7.1 We accept no liability for any action brought by any third party against you as a consequence of your relationship with us and you agree to indemnify and hold us and our directors, officers, agents, employees and professional advisers (together "our Affiliates") harmless from and against any

losses, claims, demands, damages or liabilities of any kind relating to or arising out of using our technology or any transaction connected with its use.

- 7.2 You agree to use your account in a manner consistent with any and all applicable laws and regulations.

## **8. NO WARRANTY**

- 8.1 We provide and you require no warranties either express or implied as to the success or effectiveness of you using the Vortex Services.

## **9. DISPUTES**

- 9.1 We will not terminate this agreement with you as long as you abide by its terms and maintain the interests of Vortex users at all times. However if you break the terms of this agreement or use our data in any way that does not serve the interests of Vortex users, we reserve the right to close your Business Partner account without the need to give any reason or explanation.
- 9.2 We will not close your account until we have invited you in writing or by email to work through the dispute process outlined below. If you choose not resolve any dispute with us through this process we may then proceed to close your account.
- 9.3 If there is a dispute between you and us we will meet and discuss it in good faith. If we fail to resolve the dispute within 5 working days you may or we may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
- (a) the mediator will be deemed not to be acting as an expert or an arbitrator;
  - (b) the mediator will determine the procedure and timetable for the mediation.
  - (c) The cost of the mediation will be shared equally between you and us.
- 9.4 If the dispute has not been resolved within 10 working days of the mediator being appointed we may or you may refer the dispute to arbitration in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule of that Act). The arbitration shall be conducted by one arbitrator agreed on by you and us, or, failing agreement, one arbitrator to be appointed by the President for the time being of the New Zealand Law Society. We agree and you agree to be bound by the award of the arbitrator. Pending final settlement of any dispute, we shall and you shall continue to perform our respective obligations under this agreement so far as possible as if no dispute had arisen.
- 9.5 Nothing in paragraphs 6.1 and 6.2 shall preclude you or us from taking immediate steps to seek equitable relief before a New Zealand Court prior to the award of an arbitrator being given.

## **10. FORCE MAJEURE**

10.1 We shall not be deemed to be in breach of this agreement or otherwise liable to the other party for an delay in performance or any non-performance of any obligations under this agreement due to any event or circumstance beyond our control.

## **11. JURISDICTION**

11.1 This agreement is governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to it.

11.2 If any provision of this agreement, or part thereof, is rendered void, illegal or unenforceable by any legislation or law to which it is subject, it will be rendered void, illegal or unenforceable to that extent and no further.

## **12. GENERAL**

12.1 This agreement comprises the entire agreement between the parties in relation to the matters dealt with in it; it supersedes any previous agreements and negotiations between them relating to provision of the services, and no other terms and conditions, express or implied, shall form part of this agreement.

## **13. CONFIRMATION**

13.1 By signing up for a Vortex Business Partner account you signal your acceptance of the terms of this Business Partner Agreement.