

## EBC Partner Agreement

**THIS AGREEMENT** is made on the xx day of Xxxxxx xxxx2025

### BETWEEN

- (1) **EBC Global Limited** incorporated and registered in England and Wales with company number **10115814** whose registered office is at Abacus House, Caxton Place, Cardiff, United Kingdom CF23 8HA ("**EBC**"); and
- (2) **Eteach and address** (the "**reseller**").

### WHEREAS

- (A) EBC provides its customers with a product and services (the solution) to support the employment 'Check' process
- (B) The Reseller is to recommend the EBC solution in the UK (the "**Territory**") until the termination of this Agreement and subject to the limitations set out in clause 2;
- (C) The Reseller and EBC wish to make the EBC solution available on the terms and conditions set out in this Agreement.

**IT IS AGREED** as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement: the following words and expression shall, unless the context otherwise requires, have the following meanings:

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Commencement Date":</b>        | the date the second party to this Agreement signs this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>"Confidential Information":</b> | collectively any and all information, data and know-how of a confidential nature (in whatever form and on whatever media held) relating to the terms of this Agreement or to the business of a party or, in the case of EBC and the Reseller, the business of a Customer, which is disclosed or provided or made available by a party to the other party pursuant to or for the purposes of this Agreement, and whether prior to, on, or after the Commencement Date; |
| <b>"Customer":</b>                 | a person with whom the Reseller has entered into an agreement                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Expiry Date":</b>              | the date specified in clause 8.1;                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>"Force Majeure":</b>            | means any act of God, fire, flood, storm, revolution, act of terrorism, riot or civil commotion, strikes, lock outs or industrial disputes (but excluding strikes or industrial                                                                                                                                                                                                                                                                                       |

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disputes involving a party's own workforce or its subcontractors' workforce and any failures of power or other utilities);

**"Insolvency":**

- (i) a resolution is passed or an order is made for the winding up or dissolution of a party;
- (ii) an order is made for any of the following to be appointed over a party or any of its assets, or such an appointment is made: receiver, administrative receiver, receiver and manager or administrator
- (iii) a party enters into a compromise or arrangement or voluntary arrangement, or a scheme or composition in satisfaction or composition of its debts with all or any of its creditors or members or steps are taken to obtain a moratorium;
- (iv) any creditor takes possession of, or levies distress, enforcement or some other process upon, all or any of a party's assets or undertaking;
- (v) a party is deemed unable to pay its debts, or is unable, or admits its inability, to pay its debts as they fall due; or
- (vi) a party ceases to carry on the whole or a substantial part of its business; and the term "Insolvent" shall be construed accordingly;

**"Intellectual Property**

collectively any and all intellectual property

**Rights":**

rights arising or subsisting in any part of the world including:

- (a) inventions, patents, registered designs, domain names, trademarks (whether registered or unregistered), applications for any of the foregoing and the right to apply therefor in any country of the world;
- (b) copyrights, rights in the nature of copyrights, moral rights, design rights and database rights;
- (c) trade names and logos; know-how and trade secrets; and
- (e) all or any similar or equivalent rights;

**"Notice Period":**

the period of time specified in clause 8.2;

**"Term":**

the period during which this Agreement is in force in accordance with the provisions of clause 8.1;

**"Trade Marks":**

any and all trademarks, trade names, logos and other identifying marks belonging to or used by EBC in relation to the EBC Software, whether or not registered;

**"EBC Software":**

EBC's software application to be recommended by the Reseller;

- 1.2 a reference to a "person" shall be construed as a reference to any person, firm, company, corporation, association, partnership or any other body whatsoever (whether having separate legal personality or otherwise);

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- 1.3 the singular shall include the plural and vice versa; words denoting any gender shall include all genders; references to a “party” or the “parties” shall mean EBC and/or the Reseller as the context shall require;
- 1.4 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.5 the Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement;
- 1.6 the words “including” and “include(s)” shall be interpreted and construed without limitation; and
- 1.7 a reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification).

## **2. LICENCE**

- 2.1. Subject always to clauses 2.2 and 2.3, the reseller will not
  - (a) copy, duplicate and reproduce the EBC Software in any medium, download and print documents and manuals related to the EBC Software and to provide copies of documents and manuals related to the same for their sole use;
  - (b) copy, duplicate and reproduce in any medium, download and print and issue copies to the public of EBC’s marketing and advertising materials relating to the EBC Software;
  - (c) use the Trademarks to identify, market, advertise and promote the EBC Software in connection with its use of the same; and
  - (d) to permit Customers to do all those things specified in sub-clauses (a) to (c) above and to use the EBC Software in the form it is provided to such Customers for their own internal business purposes.

## **3. EBC SOFTWARE**

- 3.1. EBC shall provide the Reseller with all such information, assistance and resources as the Reseller may reasonably require from time to time.
- 3.2. On the Commencement Date EBC shall make available to the Reseller the latest version of EBC documentation. Thereafter, EBC shall supply updates and upgrades to the EBC documentation.
- 3.3. On the Commencement Date EBC shall provide the Reseller with documentation relating to the operation of the EBC Software and EBC shall keep such documentation up to date throughout the Term.
- 3.4. EBC shall ensure that the EBC Software is available as a software service at all times during the Term.
- 3.5. EBC shall use all reasonable endeavours to ensure that the EBC Software conforms to its specifications at all times.
- 3.6. EBC will provide if required a dedicated demonstration site for the Reseller that reflects all current versions of the EBC Software.
- 3.13 EBC will appoint a person or persons as a point of contact for the Reseller’s employees.
- 3.14 EBC agrees that the Reseller may participate in the recommended evolution of the EBC Software.

## **4. OPERATIONAL SUPPORT**

- 4.1. Both parties agree to put in place the necessary resources and structure to support a mutually agreed Service Level Agreement (SLA) with the Customers.

**5. PROFESSIONAL SERVICES**

- 5.1 Subject to the sales price of professional services sold by the Reseller but delivered by EBC being within agreed percentages of EBC's list prices and/or daily rates the Reseller will receive commissionable percentage as per schedule A. Margin is after the deduction of any cost of sale.
- 5.2 EBC will issue all invoices associated with the service to the customer.

**6. CUSTOMERS**

Subject always to the Reseller's duties of confidence to its Customers, EBC shall be entitled to receive all relevant information relating to the Customers.

**7. FEES AND PAYMENT**

- 7.1 All fees payable to the Reseller under this Agreement are listed in Schedule A
- 7.10 If any sum due to a party hereunder is not paid on or before the due date that party shall be entitled to charge, and the other party shall pay, interest on the overdue sum from the due date for payment to the actual date of payment (before as well as after judgment) at the interest rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the time interest becomes chargeable.

**8. TERM AND TERMINATION**

- 8.1 This Agreement shall commence or be deemed to commence on the Commencement Date and shall continue in full force and effect (unless terminated pursuant to its terms) for an initial period (the "**Initial Period**") expiring 12 months after the signing of this agreement (the "**Expiry Date**"). Thereafter the Agreement shall continue in force on a rolling twelve (12) month basis unless either party terminates the Agreement in accordance with this clause 8.
- 8.2 Either party shall have the right to terminate this Agreement after the end of the Initial Period by giving a minimum of three (3) months' notice in writing to the other party, such notice to expire on or after the Expiry Date.
- 8.3 Each party shall have the right (without prejudice to any other rights to which it may be entitled) to terminate this Agreement by written notice to the other party with immediate effect if:
- (a) the other party commits a material breach of any of the provisions of this Agreement (other than, in the case of the Reseller, a failure to make payment of any sum due hereunder on or before the due date) and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after being required in writing to do so; or
  - (b) the other party becomes Insolvent.
- 8.4 If a Customer breaches any of the terms applicable to its use of the EBC Software, the parties shall work together to resolve the issue but such breach shall not amount to a breach of this Agreement and not give rise to any right to terminate it or to terminate the use of the EBC by the Reseller or any other Customer.

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- 8.5 Without prejudice to its other rights and remedies under this Agreement, the Reseller shall be entitled to terminate this Agreement by notice in writing to EBC with immediate effect in the event that EBC ceases to operate the EBC Software.
- 8.7 Customers of the Reseller that have an integrated solution with other products of the Reseller will continue to be supported by the Reseller until the Customer changes systems.
- 8.8 In relation to the provision of post-termination support provided by the Reseller to its Customers pursuant to clause 8.6 and 8.7 the parties agree to work together in good faith to agree such arrangements and, as a minimum, EBC agrees to continue to make updates and upgrades available to the Reseller for its and its Customers' use on commercially reasonable terms and conditions that are no greater than its then current rates for the provision of such updates and upgrades to its other customers.
- 8.9 Termination of this Agreement shall have no effect on either party's relationships with Customers in any other context.

## **9. LIABILITY**

- 9.1 The Reseller acknowledges and agrees that EBC shall have no liability whatsoever for any information or data provided to the Reseller by EBC or its employees to the extent that such information or data is inaccurate, incomplete and/or misleading.
- 9.2 Subject to Clause 9.4, neither party shall be liable to the other for:
- (a) economic loss, loss of contracts, loss of business, loss of revenue, loss of profits, loss of goodwill, loss of opportunity or loss of anticipated savings; or
  - (b) any special, indirect or consequential loss or damage of any nature,  
in either case whether arising under contract, statute, tort (including negligence), or otherwise even if such loss or damage was reasonably foreseeable and/or such party was advised of the possibility or likelihood of such loss or damage being suffered by the other party.
- 9.3 Subject to the provisions of clause 9.4 to which the provisions of this clause 9.3 shall not apply, the maximum aggregate liability of each party under or in connection with this Agreement whether arising under contract, statute, tort (including negligence), or otherwise shall in no circumstances and irrespective of the number of the number of claims made exceed one (1) pound Sterling.
- 9.4 Nothing in this Agreement shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so including for death or personal injury arising from negligence or for fraud.
- 9.5 This clause 9 shall survive the expiry or termination of this Agreement.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Any and all Intellectual Property Rights in the EBC Software, without exception, are retained by EBC.
- 10.2 Software beyond the scope of the EBC Software which the Reseller may incorporate / integrate is excluded from the provision of clause 10.1 above and it is acknowledged that any and all Intellectual Property Rights in such materials shall vest in the Reseller or its licensors.

- 10.3 Each party acknowledges and agrees that, except as expressly provided in this Agreement, it does not by virtue of this Agreement obtain any right in or to any Intellectual Property Rights of the other party.
- 10.3 Subject always to their duties of confidentiality and their respective obligations under clauses 10.1 to 10.3, nothing in this Agreement shall prevent a party from using any techniques, ideas, concepts, information or know how relating to methods or processes of general application which can be recalled only from the memories of the staff or contractors of such party.
- 10.5 Each party (the “**Indemnifying Party**”) shall indemnify the other party (and where the other party is the Reseller, the Indemnifying Party shall also indemnify any applicable Customers) (the “**Indemnified Party**”) from and against any and all claims, proceedings, losses, damages, costs, expenses (including legal expenses), charges and other liabilities of whatsoever nature suffered or incurred as a result of any infringement or alleged infringement of any Intellectual Property Rights of any third party by reason of the rights granted under this Agreement, provided always:
- (a) the Indemnified Party shall promptly notify the Indemnifying Party in writing of any allegations of infringement of which it has notice and shall not make any admissions in relation thereto without the Indemnifying Party’s prior written consent; and
  - (b) the Indemnified Party shall allow the Indemnifying Party to conduct and/or settle all negotiations and litigation resulting from any such claim; and
  - (c) the Indemnified Party shall at the Indemnifying Party’s cost and expense and at the request of the Reseller afford all assistance for such negotiations or litigation as the Reseller shall reasonable require.
- 10.6 In the event of any such infringement or alleged infringement by the EBC Software as described in Clause 10.5, EBC shall, at its own expense and option, and without substantially affecting the performance or functionality of the alleged infringing or infringing materials in question:
- (a) use reasonable endeavours to secure a licence, free of any payment by the Reseller or its Customers beyond any due and payable licence fees described in Appendix A, allowing continued use of the alleged infringing or infringing materials to the extent necessary for the purposes of this Agreement in accordance with such licence; and
  - (b) allow the Reseller and its Customers to continue to exercise the other rights granted under this Agreement in respect of all other materials provided by the EBC under this Agreement; or
- 10.7 This Clauses 10 shall survive the expiry or termination of this Agreement.

## **11. CONFIDENTIALITY**

- 11.1 Each party (the “Recipient”) **HEREBY AGREES** in relation to the Confidential Information of the other party (the “Disclosing Party”):
- (a) to keep the Confidential Information confidential;
  - (b) not to use the Confidential Information otherwise than for the purposes of performing its obligations and exercising its rights under this Agreement; and to disclose the Confidential Information only on a need to know basis and in confidence to those of its employees, officers, agents and sub-contractors who require knowledge thereof for the purposes of this

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Agreement and who are subject to obligations of confidentiality to the Recipient and in confidence to those of its professional advisors and/or auditors who are required to provide advice in respect of this Agreement.

11.2 The restrictions on disclosure contained in clause 11.1(c) shall not apply to information:

- (a) which is in the public domain at the date of disclosure or subsequently enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Recipient, its officers, employees, agents, sub-contractors, professional advisers or auditors; or
- (b) which is lawfully and properly in the possession of the Recipient at the time of disclosure and which was not obtained directly or indirectly from the Disclosing Party as evidenced by the written records of the Recipient; or
- (c) which is received from a third party, otherwise than in breach (whether directly or indirectly) of any confidentiality or fiduciary obligation to the Disclosing Party and where such third party had a bona fide right to disclose the same to the Recipient.

For the purposes of this clause 11.2, Confidential Information shall not be considered to be in the public domain merely because parts of it are known or because it is known to a few people but is not generally freely available.

11.3 Nothing in this clause 11 shall prevent the Recipient from making a disclosure of Confidential Information to the extent required by any applicable law or by any supervisory or regulatory body to whose rules the Recipient is subject or with whose rules it is necessary for the Recipient to comply.

11.4 This clause 11 shall survive the expiry or termination of this Agreement.

## **12. NOTICES**

12.1 Any notice given or made under this Agreement shall be in writing and shall be delivered personally or sent by to the address of the recipient set out at the head of this Agreement or to such other address as may from time to time be notified for this purpose by notice given in accordance with this clause.

12.2 Any notice delivered personally shall be deemed to have been served upon delivery. Any notice sent by post shall be deemed to have been served five (5) days after the date of posting. In proving such service it shall be sufficient to prove that the letter was properly addressed and delivered.

## **13. ASSIGNMENT AND SUB-CONTRACTING**

13.1 Save as expressly provided herein, neither party shall, without the prior written consent of the other party, assign, novate or otherwise transfer any of its rights or obligations under this Agreement such consent shall not be unreasonably withheld or delayed.

13.2 EBC shall be entitled to sub-contract the writing and maintenance of the EBC Software.

## **15. TRADE SHOWS**

The parties agree they may jointly participate in trade shows subject to agreement between the parties regarding their respective levels of involvement.

## **16. GENERAL**

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**16.1 Force Majeure**

- (a) If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure, together with such evidence as it reasonably can give and specify the period for which it is estimated that such prevention or delay will continue then the Party in question shall be excused from the performance or the punctual performance as the case may be as from the date of such notice .
- (b) If the effect of the Force Majeure is such that performance of this Agreement is suspended for a period of more than one hundred (100) days in the aggregate, either party may terminate this agreement by giving thirty (30) days' notice in writing to the other party without being liable therefore in damages or compensation.

16.2 With the exception of statements made fraudulently, this Agreement constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof and supersedes and cancels all prior agreements, understandings or arrangements relating thereto.

16.3 No variation, alteration or modification of this Agreement shall be valid unless made in writing and signed by a duly authorised representative of each party.

16.4 If any court holds any provision of this Agreement to be void or unenforceable, that provision shall be deleted and the remaining provisions of this Agreement shall continue in full force and effect.

16.5 Any delay or forbearance by a party in enforcing or exercising all or any of its rights hereunder shall not be construed as a waiver of any of its rights thereafter to enforce the same.

16.6 The parties do not intend that any term of this Agreement should be enforceable whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

16.7 Save as expressly provided for in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each party.

16.8 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties.

16.9 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

16.10 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS** whereof this Agreement has been signed by the duly authorised representatives of the parties hereto

Signed by:

Name:

duly authorised representative

for and on behalf of **EBC**

Signed by:

Name:

duly authorised representative

for and on behalf of **Eteach**

## Schedule A

### FEES

Subject always to the terms of clauses 5 and 7, EBC shall pay the fees described in this Schedule A and all such fees shall be payable thirty (30) days from receipt of payment from the Customer provided always that the Reseller has invoiced EBC for the same in advance.

| Product                                                | Reseller service                                                                                       | Fee per license Per Month | Reseller commission | Reseller Commission per license fee per month |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------|---------------------|-----------------------------------------------|
| Either Employment Check pro<br>Or<br>EBC Global<br>API | Introduction of a qualified lead that results in a teams or face to face meeting with a decision maker | £100                      | N/A                 | N/A                                           |
| Employment Check Pro                                   | Recommendation of EBC to prospect with sale contracted                                                 | £259                      | 20%                 | £51.80                                        |

| Product                                                                                                          | Partner Service      | One off Fee                                                      | % of fee / Total fee | Partner Fee per month  | Total Partner Fee                                          |                         |
|------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------|----------------------|------------------------|------------------------------------------------------------|-------------------------|
| <br>Employment Background Checks | Either               | Introduction of a                                                | <b>£100</b>          | <b>N/A</b>             | <b>N/A</b>                                                 |                         |
|                                                                                                                  | Employment Check pro | qualified lead that results in a teams                           |                      |                        |                                                            |                         |
|                                                                                                                  | Or                   | or face to face                                                  |                      |                        |                                                            |                         |
|                                                                                                                  | EBC Global           | meeting with a                                                   |                      |                        |                                                            |                         |
|                                                                                                                  | API                  | decision maker                                                   |                      |                        |                                                            |                         |
|                                                                                                                  |                      |                                                                  |                      |                        |                                                            |                         |
|                                                                                                                  | Employment Check Pro | <b>Lead introduced by the partner signs a contract</b>           | <b>N/A</b>           | <b>20% of £200*</b>    | <b>£40</b>                                                 | <b>£480 per licence</b> |
|                                                                                                                  | API                  | <b>Lead introduced by the partner signs a contract</b>           | <b>£1,000</b>        | <b>20% of £5,000</b>   | <b>N/A</b>                                                 | <b>N/A</b>              |
|                                                                                                                  | API                  | <b>Share of check Gross margin that an API customer consumes</b> | <b>N/A</b>           | <b>10% of Check GM</b> | <b>Example<br/>5,000x DBS checks at £5 GM<br/>=£25,000</b> | <b>£2,500</b>           |
|                                                                                                                  |                      |                                                                  |                      |                        |                                                            |                         |
|                                                                                                                  |                      |                                                                  |                      |                        |                                                            |                         |

**Direct Sale - \Employment Check Pro**

| Product | Partner Service | Fee per licence per month | Partner Commission | Partner Fee per Month | Total partner Fee per licence (Annual) |
|---------|-----------------|---------------------------|--------------------|-----------------------|----------------------------------------|
|         |                 |                           |                    |                       |                                        |

|                                 |                                                                                                                         |             |            |             |               |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|---------------|
| <b>Employment<br/>Check pro</b> | <b>Direct Sale with<br/>no involvement<br/>of EBC Global<br/>Sales Team.<br/>Straight to<br/>contract<br/>signature</b> | <b>£200</b> | <b>50%</b> | <b>£100</b> | <b>£1,200</b> |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|---------------|

## Partner Fees

### 1. Licence Fees

For all leads generated from the Reseller to EBC that are successfully converted into a contract (minimum term of 12 months) EBC will pay to the Reseller 10% of the license income received in the first 12 months of the contract. For information purposes, EBC charges are (currently) shown below

**2. Transactional Fees – Not Applicable**

**3. Maintenance Fees - Not Applicable**

**4. Application Hosting - Not Applicable**

**5. Professional Fees - Not Applicable**