



## **BUSINESS DEVELOPMENT & DISTRIBUTION AGREEMENT**

This Business Development/Distribution Agreement (the "Agreement") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") between:

The Business Development Agent ("BDA"):

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ the country of \_\_\_\_\_

And

EasyPier.com (VIRTUAL MARINA S.L), a company incorporated under the laws of the country of Spain, headquartered in Palma de Mallorca / ParcBIT, U Building, Suite 13A ("EP").

EP desires to engage BDA as its business development/distribution partner for the Business in the designated territory / territories: \_\_\_\_\_

Now, therefore, the parties agree, stipulate and declare as follows:

### **DEFINITIONS**

For purposes of this Agreement, the following words shall have the following meanings:

**Products.** "Products" means the Licensed Software (as hereinafter defined), and technology developed by EasyPier for marina management (reservations, membership, invoicing, reporting, etc.) and hardware utilized in connection therewith.

**BDA Customers.** "BDA Customers" mean all end-user customers within the territory who have purchased or contracted to purchase the Product. For the purposes of this Agreement, each individual BDA Customer includes all companies, groups, affiliates, divisions, categories of employees, subsidiaries, corporations and entities which constitute one business organization whether said business organization is located at one or more sites or locations.

**Licensed Software.** "Licensed Software" means the software application(s) known as "EasyPier" with all Updates thereof which enables the Product to function.

**Maintenance Fees.** "Maintenance Fees" means the maintenance, support or other fees received or recognized (in accordance with Generally Accepted Accounting Principles) by BDA for annual or other periodic maintenance or support for the Licensed Software.

**Third Party Software.** "Third Party Software" means all software licensed by EasyPier from a third party that is necessary or helpful in order for an end-user customer to use the Licensed Software.

**EasyPier Documentation.** "EasyPier Documentation" means the written and machine readable end-user documentation, developers' guides, implementation / installation materials, training materials, marketing materials and other collateral materials associated with the Licensed Software, including all available updates or modifications thereto.

**Updates.** "Updates" means all bug fixes, updates, enhancements, revised versions and upgrades to the Licensed Software.



## GRANT OF LICENSE AND RESTRICTIONS

**Distribution License and Term.** Subject to the terms and conditions of this Agreement, EP hereby grants to BDA and BDA hereby accepts an exclusive, non-transferable license to sell, display, distribute, market and promote the Licensed Software solely within the Territory for a period commencing on the date of this Agreement for a period of 2 years.

**Restrictions.** BDA shall not, nor shall BDA allow any third party to, reverse engineer, decompile or disassemble the Licensed Software. EP shall not provide license to Sell, display, distribute, market and promote the Licensed Software / Product through any other Party to BDA's existing customers during the existence of this Agreement.

**Ownership.** BDA hereby acknowledges that EP retains all right, title and interest in and to the copyrights and other intellectual property rights in the Product, the Licensed Software and EP Documentation, except for the rights expressly granted herein. Each party shall bear the cost of registering and maintaining its own trademarks, copyrights and other applicable intellectual property rights as described hereunder, and each party agrees to cooperate with the other party as reasonably needed to protect such rights.

**Documentation and Marketing Materials.** BDA shall be able to display and distribute the EP Documentation as reasonably needed to use, support, maintain, market and distribute the Product and the Licensed Software, as permitted hereunder.

**Marketing and Trademarks.** EP shall permit BDA to use any EP Trademarks solely in connection with the display, distribution, marketing and promotion of the Product and under such terms and conditions as EP, in its sole discretion, may establish. BDA will, in its sole discretion, establish a marketing and branding program for the Project subject to EP's right, in its reasonable discretion, to approve same. All costs and expenses of marketing, promotion and branding of the Product shall be borne by BDA.

## TRAINING, SUPPORT, IMPLEMENTATION AND SOFTWARE MAINTENANCE SERVICES

**Training** – EASYPIER will provide training in the use, implementation and support of the Product to employees and agents of BDA at standard training sessions held by EASYPIER via the web. Such training will be provided by EASYPIER's as needed. All travel or other expenses for BDA personnel associated with same shall be borne by BDA.

**Installation and Implementation.** BDA shall solely be responsible for implementation and training of the Product to BDA Customers. EP shall provide the installation and hosting of EasyPier Software and second line or back-up support or other reasonably requested services relating to BDA's installation and implementation.

**Support.** BDA shall be solely responsible for providing all support for the Product to its customers. EP shall provide second line or back-up support or other reasonably required services relating to BDA's support.

**Maintenance.** EP shall provide to BDA Customers all Updates and improvements made to the Licensed Software as long as the BDA Customer is in contract with BDA

**End-User License.** At the time of installation of the Product by BDA with any BDA Customer, BDA shall ensure that each BDA Customer has read and agreed to the terms and conditions of, and validly executes any end-user agreement contained with each Product sold. Such end-user agreement may be either in paper hard copy format or electronic format which will require the BDA Customer to agree to such terms via an online registration process.



## WARRANTIES AND REPRESENTATIONS

**Virus Warranty.** EP represents and warrants that the Licensed Software, as delivered to BDA, does not contain any virus or other computer software code, routines, data or hardware components designed to disable, damage, impair or erase the Licensed Software, or any other software, hardware or data.

**EP's Warranty Disclaimer.** THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EP MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING OR RELATING TO BDA'S ABILITY TO SELL, INSTALL OR SERVICES THE LICENSED SOFTWARE UNDER THE LAWS OF THE TERRITORY.

**Limitation on Damages.** EXCEPT FOR ANY BREACH OF THE (A) CONFIDENTIAL OBLIGATIONS HEREUNDER, OR (B) PROHIBITIONS IN RESTRICTIONS OF THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES, AGENTS, EMPLOYEES OR SUBDISTRIBUTORS SHALL HAVE ANY LIABILITY OF ANY KIND FOR LOST PROFITS, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OF ANY THIRD PARTY.

## CONFIDENTIALITY

**NDA** – Non-disclosure agreement – An NDA is also signed as an annex to this contract, detailing all aspects of the actual EP business and the terms in which the information supplied by EP to BDA can be used ONLY for the purpose of this joint venture.

## TERM AND TERMINATION

**Term.** This Agreement shall take effect on the Effective Date and shall continue in force for a period commencing on the Effective Date for a period of Two (2) years. Additionally this Agreement may be terminated by either party, at any time, upon 60 days prior written notice.

**Other conditions for termination.** EP makes a great effort to maintain the image and product quality and service to its customers. BDA is committed to maintaining the same levels of quality to its customers, a continued absence of service delivery may assume (after corresponding notifying and warning) the termination of the contract. EP reserves the right to contact directly with the end customer to address deficiencies caused by the DBA

**Option to Extend Agreement.** Provided BDA is in compliance with all the terms of this Agreement and provided BDA advises EP in writing prior to the Termination Date, BDA may extend the terms of this Agreement for an additional one year periods.

**Rights and Obligations on Termination.** In the event of termination of this Agreement for any reason, the following shall apply:

- (a) Neither party shall be released from the obligation to make payment of any and all amounts due and payable pursuant to this Agreement, including but not limited to, those then due and thereafter to become due.
- (b) The license to display distributes market and promotes the Product and the Licensed Software in this Agreement shall terminate.



- (c) Other than EP's obligation to provide Updates hereunder, EP shall have no further obligation to provide support, training or other services or products.
- (d) All materials, licenses, software, information, Confidential Information and other property provided by either party as part of this Agreement, shall immediately be returned to the other party.

**Survival.** Upon termination of this Agreement for any reason, all the restrictions and confidentiality related on this Agreement shall survive

**Governing Law and Litigation.** This Agreement shall be governed by and interpreted under the laws of Spain. In the event of any claim, lawsuit or action relating to or regarding this Agreement or for breach thereof, said claim, lawsuit or action shall have jurisdiction and venue in the courts of Palma de Mallorca, Spain. The prevailing party shall be entitled to recover its reasonable cost and attorney's fees in said claim, lawsuit or action from the non-prevailing party.

## **BUSINESS DEVELOPMENT**

**Fees for Licensed Software.** As payment for any Products purchased, the license and other rights granted to BDA hereunder, BDA shall pay such fees as set forth in Annex COMMISSION PLAN attached hereto and made in a part hereof, as the same may be amended from time to time with mutual consent.

**Payment Terms and Reports.** All amounts are payable in EUR (Euros) and shall become due in accordance with Annex COMMISSION PLAN. With all such payments, BDA shall provide reports to EP detailing all amounts payable and the basis for the determination of such fees.

**Timely Payments.** Failure to make payment of any undisputed amount by BDA when due hereunder, shall constitute a material breach of this Agreement.

**Taxes and Duties.** BDA shall be solely responsible for and shall pay all taxes, duties, import deposits, assessments and other governmental charges, however designated, which are now or hereafter imposed by any governmental authority or agency that are based on (a) the payment of any amount by BDA to EP pursuant to this Agreement for the Licensed Software or (b) the import of the Products if such transaction is international in nature, provided that BDA shall not be responsible for paying any taxes on the income of EP.

**Resale Price.** BDA shall sell the Licensed Software and / or the Products and related services at such minimum retail prices as set forth on Annex COMMISSION PLAN. In witness whereof, the parties have signed this Agreement effective as of the effective date.

BDA

EasyPier (Virtual Marina S.L.)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name Benjamin Robles  
Title: EasyPier CEO