Broker Edition

FIRSTRECOVERY
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AGENCY AGREEMENT

This agreement is made between First Recovery Limited ("First Recovery") of 10 Fenchurch Avenue, London, EC3M 5BN and: .....

("The Broker") whose registered address is: .....

.....

.....

.....

This agreement is effective from: .....

Appointment

First Recovery appoints the Broker as its non-exclusive distributor of the Service on the terms of this agreement. The Broker shall not actively seek customers for the Services outside the UK.

The Broker will make all reasonable endeavours to market, promote and sell the disaster recovery product ("the Service") provided by First Recovery to its SME client base.

Marketing and licence

First Recovery will provide the Broker with all necessary marketing materials and product literature to include, inter alia:

- executive summary of First Recovery deliverables
- First Recovery brochure and "Welcome Pack" including Terms and Conditions

First Recovery may be prepared to attend meetings, conferences or seminars at the request of the Broker to further promote the Service.

The Broker shall not use in its business any trade mark confusingly similar to the name "First Recovery" or the logo at the top of this page ("the Marks") and shall not use the name First Recovery or any confusingly similar words as, or as part of, its corporate or trading name.

The Broker shall observe all First Recovery's directions and instructions in relation to the promotion of the Service, and shall not make any statement as to the quality or scope of the Service without First Recovery's prior written approval.

The Broker acknowledges that all intellectual property rights in and to the Service and the Marks shall belong to First Recovery. The Broker shall not do or authorise any third party to do any act which might invalidate or be inconsistent with any of First Recovery's intellectual property rights.

Other than as set out above, neither party grants any licence of right in, or makes any assignment of, any of its intellectual property rights.

Payment Schedule

- The Broker must pay a minimum fee of £500.00 plus VAT to First Recovery Ltd which entitles the Broker to a package of 10 Broker Edition '6 workstation' annual contracts. These will be dispatched to the Broker within 5 days of payment receipt and as the individual contracts incept First Recovery will send out two copies of the schedule to the broker for attachment to the annual contract documentation prior to onwards transmission to the client. Once these contracts have incepted no further contracts can be issued or existing contracts renewed until another batch of contracts has been purchased by the Broker.
- 12 workstation packages are available for larger clients at a cost of £100.00 plus VAT per annum. To incept a 12 workstation contract the Broker must have a minimum of two unallocated pre purchased 6 workstation contracts available.
- Batches of annual contracts are available in quantities of 10 for £500.00 plus VAT, 25 for £1,250.00 plus VAT and 50 for £2,500.00 plus VAT
- Payments can be made by cheque payable to First Recovery Ltd or by online banking – Barclays Bank, Sort Code 20-16-99 Account number 30507040

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Notification of new customers – the process

The Broker must notify First Recovery either verbally or in writing of the following customer details prior to commencement of the service: name of customer, location or locations to which the service is to apply, contract required i.e. 6 or 12 person package and inception date of the contract.
First Recovery will confirm contract number and inception date of the service in writing immediately upon receipt of written or verbal instructions from the Broker.

First Recovery will issue contract confirmation, (the schedule), within 10 days of inception and forward two copies to the Broker for onward distribution.

First Recovery reserves the right to notify the Broker, within 14 days of the above notification of a new client, that it is unwilling to provide the Service to that client, in which case the Broker will cancel its contract with that client, and First Recovery shall not be bound to provide the Service to that client.

Provided the above condition is fulfilled, First Recovery will provide the First Recovery Services (as defined in the Terms and Conditions of the contract document) to the client. First Recovery shall hold the Broker harmless against its failure to provide the First Recovery Services to the client, but First Recovery shall have no liability to provide any service on any terms which are not contained in the Terms and Conditions of the contract document.

The Broker shall notify First Recovery as soon as possible of any clients who cancel the Service.

Notification of renewals – the process

The Broker must advise First Recovery of instructions to renew any annual contract. First Recovery does not issue renewal papers. The Broker must have unallocated pre purchased contracts available at the time of a renewal request in order for First Recovery to renew the contract for a further year. If no unallocated pre purchased contracts are available, the Broker must purchase a new batch of contracts to enable renewal to be secured.

Once renewal is confirmed First Recovery will send two copies of the renewal confirmation documentation, (the schedule for the current period), to the Broker for onward distribution within 10 days of renewal.

Multiple Location Clients

Each location to which the service is to apply requires an annual contract.

Licence

First Recovery grants the Broker a non-exclusive, revocable licence (solely for the purposes of performing the Broker's obligations under this agreement) to use First Recovery's trade marks and Brand in relation to the Service for the purpose of its promotion, advertisement and sale.
All Services promoted and sold by the Broker shall be promoted and sold under the Marks. The Broker shall comply strictly with the directions of First Recovery regarding the form and manner of the application of the Marks.

General Conditions and Understandings

First Recovery will liaise, communicate and freely share with the Broker information relating to the development of the Service and its service providers.

This agreement may be cancelled by either party by giving 28 days written notice to the other parties registered address.

I accept the First Recovery Limited Broker Agreement.
I confirm that I am an authorised signatory for and on behalf of the company listed below.

Signature: .....

Name: .....

Company: .....

Job Title: .....

Date: .....

Please sign both copies of this agreement and send one copy to:

First Recovery Ltd
10 Fenchurch Avenue
London
EC3M 5BN