

BETWEEN:

- (1) Ten Lifestyle Management Limited, a company incorporated in England and Wales (CRN: 4688658), whose registered office is at Floor 2, 355 Euston Road, London NW1 3AL ("Ten"); and
- (2) The Supplier whose details are set out in the Agreement Details (the "Supplier").

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall have the following meanings except where the context requires otherwise:

"Agreement": this agreement including any and all schedules to this agreement;

"Charges": the charges payable by directly or indirectly by the Member for the supply of the Offer by the Supplier, as set out in the Agreement Details;

"Client": unless otherwise specified in the Agreement Details, Ten's corporate partners which introduce individuals to join as Members, to whom Ten supplies a range of offers and benefits from time to time, including the Offer;

"Offer": the goods and/or services described in the Agreement Details made available to qualifying Members and redeemable directly or indirectly by the Member and to be supplied by the Supplier;

"Group": in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"IPR": patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Marks": means any brand, name, logo, marks, devices belonging to Ten and its Group;

"Member(s)": unless otherwise specified in the Agreement Details, an individual introduced by the Client to Ten and who has registered as a member of Ten;

"Offer Terms & Conditions": means the Supplier's terms and conditions for the redemption / purchase of the Offer.

"Partner Pack": means a document sent to Supplier by Ten requesting various marketing materials and Offer details.

"Register of Suppliers": means Ten's register from time to time of preferred suppliers of offers to its qualifying Members;

"Supplier Employee": the employees and/or any individuals who are or were employed or engaged in any way by the Supplier, Supplier Group Company or any Supplier sub-contractor or agent; and

"Term": the term of this Agreement as specified in clause 3 below.

- 1.2 This Agreement sets out the only conditions upon which Ten and its Group is prepared to deal with the Supplier and they shall govern their agreement to the entire exclusion of all other terms or conditions. Any variation to this Agreement shall have no effect unless agreed in writing and signed by the Ten Representative or other duly authorised officer of Ten.
 - 1.3 The terms of this Agreement are deemed to be accepted by the Supplier by virtue of the Supplier accepting a referral from a Member.
- 2. APPOINTMENT OF SUPPLIER**
- 2.1 In consideration of Ten agreeing to include the Supplier on the Register of Suppliers during the Term the Supplier hereby undertakes to comply with the terms and conditions of this Agreement.
 - 2.2 Nothing in this Agreement shall be deemed to guarantee that the Supplier shall receive any orders for Offer from Members or grant to the Supplier any exclusivity in relation to provision of any Offer of a particular type to Members.

3. TERM

- 3.1 The Agreement shall commence on the Commencement Date, shall continue for an Initial Period as stated in the Agreement Details and unless otherwise stated in the Agreement Details, shall continue in force thereafter for successive consecutive periods equal to the Initial Period, unless terminated earlier in accordance with the terms of this Agreement. Ten at any time gives the Ten Notice Period or the Supplier may give the Supplier Notice Period to terminate this Agreement.

4. VETTING/DUE DILIGENCE PROCEDURE

- 4.1 Inclusion in the Register of Suppliers is subject to the Supplier providing to Ten within 30 days of a request from Ten, the following information in support of its application for approval by Ten (in its absolute discretion):
 - (a) full business details of the Supplier (if the business is a company, the Supplier shall provide the company's full name, registered address, date of incorporation or registration number VAT number (if any) of the company);
 - (b) documentary evidence of the Supplier's financial status and credit rating, including a bank reference from the Supplier's principal bank account;
 - (c) confirmation of having undertaken pre-employment screening and qualification validation in respect of all the Supplier Employees, the Supplier agrees to ad-hoc spot checks if requested by Ten to verify;
 - (d) provide a copy of the relevant policy to show that it in place all the appropriate and fully paid up the insurance policies required to conduct its business, including but not limited to public and employee liability insurance and/or professional indemnity insurance as appropriate (including any specific levels of insurance as required by Ten from time to time).
 - (e) confirmation and copies of all necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) required to carry out its business in all relevant localities;
 - (f) a copy of the Supplier's standard customer contract/terms and conditions; and
 - (g) a copy of the Supplier's customer care/complaints and dispute resolution procedure.
- 4.2 The Supplier shall notify Ten if it undergoes any changes in respect of any of the criteria set out in clause 4.1 and provide Ten with updated documentation throughout the Term.
- 4.3 In the event that the Supplier fails to comply with the requirements set out in clauses 4.1 & 4.2, Ten shall be entitled to terminate this Agreement.

5. SUPPLY OF THE OFFER

- 5.1 The Supplier shall promptly provide Ten with all information and documentation requested by Ten to market the Offer, including the Offer Terms & Conditions and via the Partner Pack. Ten shall communicate and market the Offer to Members at its absolute discretion.
- 5.2 Unless otherwise agreed, the Offer shall be exclusive to Ten's Members for the Term and the Supplier shall not enter into an agreement with a third party for the supply of any offer similar or related to the Offer.
- 5.3 The Supplier shall:
 - (a) deliver the Offer with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (b) co-operate with Ten in all matters relating to the Services, and comply with all instructions of Ten;
 - (c) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement;
 - (d) ensure that the Offer conform in all respects with relevant descriptions and that any good supplied to Members are fit for any purpose that Ten or the Member expressly or impliedly makes known to the Supplier;
 - (e) immediately inform Ten of any complaints received by the Supplier from Members and make every effort to resolve the Member complaint within 24 hours and no later than 48 hours
 - (f) comply with all applicable laws, statutes, regulations and codes from time to time in force; and the Schedules;
 - (g) observe all health and safety rules and regulations and any other reasonable security requirements; and
 - (h) not do or omit to do anything which may cause Ten to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

5.4 If a Member orders Offer from the Supplier, such order for the Supplier's Offer may be placed with the Supplier either (a) by a Member directly; or (b) by Ten on the Member's behalf. In either case, the contract for the sale and/or supply of Offer shall be made directly between the Member and the Supplier only and Ten shall not (unless otherwise expressly agreed by Ten in writing) be a party to that contract. The Supplier shall contract with Members on the terms and conditions provided to Ten pursuant to clause 4.1.

5.5 The Supplier shall respond to requests for goods, services or information from Ten or the Member in a timely manner and in any event within 24 hours of the request.

5.6 The Supplier shall not incur nor purport to incur any liability on behalf of Ten nor pledge Ten's credit unless otherwise agreed in writing and in advance by Ten.

5.7 The Supplier acknowledges that payment of any sums to the Supplier by Ten will not signify acceptance by Ten or a Member that any Offer supplied by the Supplier are of an acceptable standard and shall not otherwise be construed as a waiver by Ten or the Member of any right or remedy of Ten.

6. SUPPLIER'S WARRANTIES

6.1 The Supplier warrants, represents and undertakes that the Supplier will provide expert advice to each Member in connection with the Offer provided and, to the extent applicable, the Offer (and the product of any Services) provided shall: (a) be new and unused; (b) be free from defect in design, materials and workmanship; (c) be of the best design and of the best quality, material and workmanship; (d) be without fault; (e) conform in all respects with the Member's order and any specification, designs and/or plans advised by or agreed with the Member and otherwise meet the Member's requirements; (f) comply with all applicable laws, codes of practice, industry standards or other industry norms laid down on a self-regulatory basis or to be reasonably expected by "custom market and practice"; (g) comply with the Supplier's proposal, quotation, description of Offer and all service levels indicated by the Member (if any); (h) be provided with all reasonable skill and care and by persons suitably trained, skilled and qualified; and (j) comply with all other warranties implied or provided for by applicable law.

6.2 Each of the warranties, representations and undertakings set out in clause 6.1 above shall constitute a separate and independent term.

7. INVOICING AND PAYMENT

7.1 Throughout the Term, the Supplier shall no later than the third working day following the end of each month provide Ten with a report to Ten detailing the number of Offers redeemed / purchased by Members and the total value of the transactions.

7.2 Any price quoted for the Offer (including the Charges detailed in the Agreement Details) shall be the Supplier's best price and shall be no more than the open market rate for the Offer. Once a price is agreed with a Member, the Supplier shall not be entitled to increase the price before payment is taken.

7.3 The fixed price or quoted Charges (subject to clause 7.1) for the Offer shall be payable in the currency stated in the Agreement Details or in each case otherwise agreed in writing by the parties and shall be inclusive of value added tax (or state that the total is subject to VAT) and all other charges and expenses.

7.4 The Payment Method as stated in the Contact Details shall only be varied from time to time upon the written instruction of Ten.

7.5 Invoices or payment requests issued to Members shall be sent to Ten for the attention of the Accounts Department.

7.6 The Supplier's sole remedy for any failure to pay any amount due to the Supplier, shall be against the Member, regardless of the agreed Payment Method. The Supplier shall have no recourse whatsoever to Ten.

7.7 Ten may set-off any amount owing at any time from the Supplier to Ten (including without limitation, any Commission (if applicable and as set out in clause 8)) against any amount payable by Ten to the Supplier.

7.8 Without prejudice to its other rights or remedies, Ten shall be entitled to charge interest on any and all sums due to Ten which are overdue from the due date until the date of actual payment at the rate of 4% per annum above the prevailing base rate of the Bank of England.

8. COMMISSION

8.1 If applicable, the Supplier shall pay Ten Commission as set out in the Agreement Details and shall be payable whether the order is placed by the Member directly or via Ten.

8.2 VAT is chargeable on any Commission due to the extent that VAT is due on the underlying supply, irrespective of whether the Supplier is VAT registered.

8.3 In the event that the Offer are payable by Ten, Ten shall deduct any Commission due to Ten from funds remitted by Ten to the Supplier.

8.4 Save as expressly set out in clause 8.3, Ten shall invoice the Supplier for any Commission due upon receipt of a copy of the invoice from the Supplier and the Supplier shall pay Ten's invoices in full without any set-off, deduction or counterclaim within 10 days' of Ten's invoice.

8.5 Regardless of whether Commission is applicable, the Supplier will keep and maintain true and accurate books of account and records in relation to all aspects of provision of Offer to Members including all charges made to Members during the Term and for a period of six (6) years thereafter. Such books and records shall be open for inspection and audit by Ten (or its nominee) during normal business hours on reasonable notice. If any inspection or audit undertaken by Ten discloses a discrepancy between the amount of Commission actually paid to Ten and the amount of Commission payable to Ten, then the Supplier shall promptly pay to Ten the amount of any underpaid Commission plus interest.

9. LIABILITY, INDEMNITY AND INSURANCE

9.1 Ten is not responsible for the actions or omissions of any Member and Ten shall have no liability for any loss, liability or cost incurred by the Supplier (howsoever caused) as a result or any act or omission by the Member.

9.2 Ten shall have no liability to the Supplier or to the Member in respect of the Offer provided by the Supplier to the Member.

9.3 In no event and under no circumstances shall Ten be liable for any (i) loss of profits, opportunity, contracts or goodwill (in each case whether arising in the normal course of events and/or the possibility of such loss was known to Ten); or (ii) indirect, special or consequential loss, suffered or incurred by the Supplier.

9.4 Nothing in this Agreement shall exclude or limit either Party's liability for: (a) death or personal injury caused by its negligence; or (b) any loss suffered by the Supplier as a result of its reliance on any fraudulent misrepresentation; or (c) any liability which cannot be excluded or limited under applicable law.

9.5 The Supplier agrees to indemnify Ten in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) suffered or incurred by Ten as a result of or in connection with: (a) a breach of any of the terms of this Agreement; (b) the supply (or failure or delay in supply) of Offer to the Member; (c) the Supplier not undertaking appropriate checks in respect of any Supplier Employee in accordance with clause 4.1; and (d) any and all liability suffered or incurred by Ten arising out of or in connection with any acts or omissions of any Supplier Employee.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, Ten may terminate the Agreement with immediate effect by giving written notice to the Supplier if (i) there is a change of control of the Supplier; or (ii) the Supplier's financial position deteriorates to such an extent that in Ten's opinion the Supplier's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

10.4 Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in

respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11. INTELLECTUAL PROPERTY

- 11.1 In the event that Ten decides (in its sole discretion) to grant the Supplier a licence to use the Marks, the Supplier acknowledges and agrees that all IPR in the Marks shall be owned by (or licensed to) Ten and shall continue to be owned by Ten (or its licensors). The Supplier acknowledges that any Marks licensed to the Supplier will be licensed on the basis of a non-exclusive, personal, non-transferable and non-sub- licensable licence for the Supplier to use solely in connection with the supply of Offer subject to the terms of this Agreement and solely for the purposes and to the extent agreed in advance writing by Ten and that such licence shall be terminable at will by Ten at any time.
- 11.2 In the event that a licence is granted pursuant to clause 11.1, the Marks may be displayed and/or used only in the form and manner specified by Ten (or otherwise approved in advance in writing by Ten) with such copyright and /or trade mark notices as may be notified by Ten from time to time.
- 11.3 The Supplier acknowledges that any goodwill generated as a result of the use of the Marks pursuant to this Agreement shall, as between the Supplier's and Ten, be and remain the exclusive and complete property of Ten.
- 11.4 The Supplier grants Ten, or shall procure the direct grant to Ten of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the Term (and any exit assistance provided by the Supplier).
- 11.5 Ten may sub-license the rights granted in Clause 11.4 to any Ten's Group and its clients.
- 11.6 The Supplier shall indemnify Ten against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Ten arising out of or in connection with any claim brought against Ten for actual or alleged infringement of a third party's rights (including any IPR) arising out of, or in connection with, the receipt, use or onward supply of the Offer by Ten and its licensees and sub-licensees. This Clause 11.6 shall survive termination of the Agreement.

12. EMPLOYMENT

- 12.1 The Supplier hereby indemnifies and shall keep Ten indemnified in full against any costs and any losses incurred in connection with the employment, engagement or termination of employment or engagement of any Supplier Employee, and anything done or omitted to be done by a Supplier Employee in the provision of Offer to a Member.
- 12.2 The parties do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "Regulations") will apply to this Agreement. In the event that the Regulations do apply and a Supplier Employee or any other person connected with the Supplier transfers or alleges that they transfer to Ten, Ten may terminate such Supplier Employees' or such other person's employment and the Supplier shall indemnify Ten in relation to any costs or losses incurred as a result of the termination or transfer or alleged transfer.
- 12.3 The Supplier shall not solicit to employ or employ Ten's employees, contractors or agents for a period of 12 months from the termination or expiry of this this Agreement.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not during the Term and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Party's Group, except as permitted by Clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No Party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14. GENERAL

- 14.1 The failure or delay of Ten to exercise or enforce any right or remedy under this Agreement shall not be deemed to be a waiver of that or any other right or remedy nor operate to bar the exercise or enforcement of any right or remedy at any time or times thereafter.
- 14.2 This Agreement is personal to the Supplier and this Agreement (and the rights granted under it) shall not be assigned, delegated, transferred or otherwise disposed of (in each case in whole or in part) without the previous written consent of Ten.
- 14.3 The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 14.4 Covenants and undertakings given by the Supplier in this Agreement are also given for the benefit of, and may be enforced by, any Member in accordance with the Agreements (Rights of Third Parties) Act 1999.
- 14.5 Subject to clause 14.4, the parties agree that a person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.6 If any clause or part of a clause of this Agreement is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from this Agreement. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of this Agreement.
- 14.7 A notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post, fax or e-mail to the party due to receive the notice or communication at the other's last known address, fax number or email address, as the case may be. A reference to writing or written includes fax and email.
- 14.8 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, save that Ten shall be the Supplier's agent, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as may be expressly authorised in writing by such other party from time to time.
- 14.9 This Agreement (including any and all schedules to this agreement) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.10 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.