

AGREEMENT

between

switchplus ltd.

Limmatquai 112

8001 Zürich

(hereinafter referred to as **-SWITCHPLUS**)

and

switchplus User-ID:

(hereinafter referred to as – **PARTNER -**)

regarding the SWITCHPLUS affiliate program

Preamble

SWITCHPLUS provides domain name, hosting and related support services. PARTNER provides website services.

1) Contract topic

The SWITCHPLUS affiliate program regulates the revenue share of PARTNER in the SWITCHPLUS turnover from domain name as well as web & mail hosting services.

2) Affiliate program

PARTNER has a user account with SWITCHPLUS and it is entered as so called “technical administrator” with at least ten SWITCHPLUS customers who have purchased and paid web and/or mail hosting services from SWITCHPLUS, or with at least two SWITCHPLUS customers who have purchased and paid CMS hosting or Hosted Exchange from SWITCHPLUS; and whose withdrawal time limit of 7 days has already expired and subscription duration has not yet expired.

PARTNER demonstrably provides these customers website support.

PARTNER is ready – insofar resources available – to offer SWITCHPLUS customers website creation or maintenance services.

PARTNER has declared itself as a partner of SWITCHPLUS on its website via a logo provided by SWITCHPLUS.

SWITCHPLUS registers PARTNER as SWITCHPLUS partner on its website via a logo provided by PARTNER.

PARTNER customers can submit feedback regarding the quality and satisfaction.

3) Payment

SWITCHPLUS makes calendar quarterly payments to PARTNER in accordance with the following subject to fulfilment of the affiliate program conditions by PARTNER:

10% of the pro rata targeted net quarterly turnover of SWITCHPLUS WEB hosting customers for who PARTNER is entered as “technical administrator”. The calculation is carried out as illustrated in the attachment “Sample calculation for payment in the SWITCHPLUS affiliate program“.

SWITCHPLUS transfers the payment to an account specified by PARTNER on the 10th working day of the month following each quarter.

The payment to PARTNER cannot be used to offset bills of SWITCHPLUS.

4) Confidentiality and trade secrets

Both contractual parties acknowledge that they have access to the confidential information of the respectively other contractual party.

Both contractual parties agree to confidentiality regarding the confidential information received and will not publish it, reproduce it, provide or make it accessible in any manner to a third party.

The contractual parties agree that they shall obligate any third party receiving the confidential information to this confidentiality clause. This regulation is applicable for employees, subcontractors, agents etc.

The obligations of this clause should last longer than the agreement itself, irrespective of the reason of dissolution of the agreement.

5) Usage of PARTNER-logo by SWITCHPLUS

SWITCHPLUS grants PARTNER the free and non-exclusive right to use the PARTNER-logo of SWITCHPLUS in the scope of this agreement in print publications or in electronic form. SWITCHPLUS provides PARTNER a web compatible version of the PARTNER-logo for use on the website of the PARTNER. The authorisation to use the logo ends with the termination of the agreement. The partner provides information to SWITCHPLUS without being asked to, regarding the form and context in which it uses the PARTNER-logo (Document specimen copies, print outs, website links etc).

SWITCHPLUS has the right to specify more detailed guidelines regarding the usage of its PARTNER-logo that shall be binding to PARTNER or it has the right to revoke the approval for the PARTNER-logo usage by PARTNER. PARTNER must use the most updated logo.

6) Start of contract and validity

The collaboration begins with the fulfilment of the criteria defined under number 2). The contract is concluded for an indeterminate period and can be terminated by both parties anytime with a notice of one month at the end of the quarter. SWITCHPLUS retains the right to termination without a notice in case of serious shortcomings with respect to the consultation of SWITCHPLUS customers, violation of provisions mentioned in number 4) or in case of poor customer feedback in the long term.

The payment authorisation for PARTNER becomes invalid as soon as PARTNER no longer fulfils the criteria mentioned under number 2).

All payment claims of PARTNER expire at contract termination. PARTNER may then no longer use the logo provided to them. SWITCHPLUS shall omit the mention of PARTNER on their website. PARTNER must omit the SWITCHPLUS-Logo provided to them.

7) Final provisions

None of the contractual parties can transfer the rights and obligations from this agreement, in part or in whole, to a third party without the written consent of the other party.

PARTNER does not become an agent (OR 418aff.), commission agent or any other representative of SWITCHPLUS with respect to the customer of the partner or the holder of the domain name or hosting product registered and managed by PARTNER by way of this service agreement; nor does the agreement lead to any relations between SWITCHPLUS and PARTNER under company law.

Should individual provisions of this agreement be ineffective, the remaining

agreement remains unaffected by them. Such or other gaps are to be filled in the spirit of the agreement and are to be amended in a manner that the parties would have done, had they been aware of the gaps.

This service agreement and its annexures regulate all the rights and obligations of the parties with respect to the agreement between PARTNER and SWITCHPLUS.

Any oral or written agreements or approvals prior to the contract become legally ineffective with the signing of this contract.

This contract and its annexures as well as its supplements or amendments are only valid in written form. The same is also applicable for the amendment of the existing requirement of written form.

Force majeure exempts the parties from the obligations of this agreement, insofar and as long as it exists.

Swiss law is applicable. All disputes arising from this agreement are to be exclusively decided by the commercial court of the Canton of Zurich.

Place, Date

PARTNER

Place, Date

SWITCHPLUS

Annexure: Sample calculation for payment in the SWITCHPLUS affiliate program

Background

You as PARTNER have 15 existing customers and 5 new customers at the end of the quarter that have their domain name and web hosting with SWITCHPLUS and with whom you have been entered as technical administrator in the SWITCHPLUS user account. The customers have made purchases at SWITCHPLUS in the last quarter and have paid for on-going subscriptions.

All prices shown in the left column are inclusive of VAT (8% VAT rate) and are on an annual basis. All prices in the right column are excluding VAT and are on quarterly basis.

Sample calculation

Purchases and subscriptions of customers	Calculation of net quarterly turnover
<i>Purchases of 5 new customers</i>	
5 Web Hosting each at CHF 99.-	$5 * 99 / 4 / 1.08 = \text{CHF } 114.58$
5 Mail Hosting each at CHF 59.-	$5 * 59 / 4 / 1.08 = \text{CHF } 68.29$
8 Domain names with .ch ending each at CHF 17.-	$8 * 17 / 4 / 1.08 = \text{CHF } 31.48$
2 Domain names with .com ending each at CHF 34.-	$2 * 34 / 4 / 1.08 = \text{CHF } 15.74$
<i>On-going subscriptions of the 15 existing customers</i>	
15 Web Hosting each at CHF 99.-	$15 * 99 / 4 / 1.08 = \text{CHF } 343.75$
15 Mail Hosting each at CHF 59.-	$15 * 59 / 4 / 1.08 = \text{CHF } 204.86$
24 Domain names with .ch ending each at CHF 17.-	$24 * 17 / 4 / 1.08 = \text{CHF } 94.44$
6 Domain names with .com ending each at CHF 34.-	$6 * 34 / 4 / 1.08 = \text{CHF } 47.22$
Total net quarterly turnover	CHF 920.40
Payment (10% of net quarterly turnover)	CHF 92.10

SWITCHPLUS pays PARTNER 10% of the net quarterly turnover of CHF 920.40 that rounds off to CHF 92.10 in this quarter.