Version October 2026

OUTPOST24 MASTER PARTNER AGREEMENT

OUTPOST24

and

PARTNER

This OUTPOST24 MASTER PARTNER AGREEMENT (the "**Agreement**") is entered into between Outpost24 Inc., a Delaware corporation with registered address at 123 South Broad Street, Suite 2530, Philadelphia, PA 19109 ("**Outpost24**"); and its partner ("**Partner**").

Outpost24 and the Partner are hereinafter each referred to as a "**Party**" and jointly as the "**Parties**". Other capitalised terms used in this Agreement are defined in Section 4 or elsewhere in this Agreement or the other Documents.

1. INTRODUCTION

1.1 Outpost24 provides security software, managed security services, professional services, support and related offerings. This Agreement establishes the general legal and commercial framework governing the relationship between Outpost24 and the Partner.

1.2 Subject to the terms of this Agreement, including the applicable Quotation, Outpost24 appoints the Partner to act in the partner capacity or capacities selected in Section 2 below, and as may be further specified in the applicable Quotation, and the Partner accepts such appointment and agrees to perform its obligations as set out in this Agreement ("**Partner Model**").

2. PARTNER MODEL

2.1 The Partner is appointed as:

- ☐ Distributor
- ☐ Reseller
- ☐ Referral partner
- ☐ Managed Service Provider (MSP)
- ☐ Managed Security Service Provider (MSSP)

in the Territory: _____

2.2 Where more than one Partner Model applies, the terms applicable to each selected Partner Model apply separately. To the extent a Quotation distinguishes between different Partner Models, territories, customer segments, Services, routes to market or Service Recipients, those distinctions apply accordingly.

3. STRUCTURE AND SCOPE OF THE AGREEMENT

3.1 Agreement documents and their operation

3.1.1 This Agreement consists of the following documents, to the extent applicable to the relevant Partner Model or Services (individually, a "**Document**" and collectively, the "**Documents**"):

(a) The applicable Quotation(s);

(b) This master partner agreement;

(c) The Partner Specific Terms applicable to the selected Partner Model, which are accessible at outpost24.com/legal or another URL notified by Outpost24 from time to time, as updated from time to time; and

(d) The Service Terms applicable to the relevant Services provided pursuant to the applicable Partner Model or Quotation, which are accessible at outpost24.com/legal or another URL notified by Outpost24 from time to time, as updated from time to time.

3.1.2 This Agreement operates through two principal contractual layers:

(a) *The partner framework layer*, which is primarily governed by the applicable Quotation, this master partner agreement, and the applicable Partner Specific Terms; and

(b) *The service delivery layer* which is primarily governed by the Service Terms and the Customer Terms.

3.1.3 The Service Terms form part of the Agreement to the extent they are applicable to the relevant Services, or otherwise apply pursuant to the applicable Quotation or Partner Model. In this context, it is acknowledged that the DORA Addendum applies where the Service Recipient is a financial institution that is subject to obligations under DORA. Unless expressly stated otherwise in this Agreement, the Service Terms govern Outpost24's provision of the relevant Services, whether those Services are provided to the Partner, to an End Customer, or to another Service Recipient identified in the applicable Quotation.

3.2 In the event of a conflict between the Documents, they shall take precedence over each other in the order set out above, unless the circumstances or the relevant Document clearly dictate otherwise. In the event of a conflict between different Service Terms, the order of precedence set forth in the definition of "Service Terms" shall apply. Notwithstanding the foregoing, (a) where a conflict or ambiguity relates to obligations under the GDPR, DORA or other applicable regulatory requirements, the interpretation most consistent with such regulatory requirements shall prevail to the extent necessary to ensure compliance, and (b) Outpost24's liability according to any Document shall always be subject to the limitations of liability set out in Section 11.

4. DEFINITIONS AND INTERPRETATION

4.1 For the purposes of this Agreement, the following terms have the meanings set out below. Terms defined elsewhere in this Agreement or in any other Document have the meanings given to them in the relevant Document, unless the context requires otherwise.

4.2 References to the singular include the plural and vice versa. References to a person include any individual, company, partnership, governmental authority or other legal entity. Any words following "including", "includes", "in particular", "such as" or similar expressions are illustrative and do not limit the generality of the preceding words. The words "including", "includes", "in particular", "such as" and similar expressions are deemed to be followed by "without limitation" and do not limit the generality of the preceding words. References to "or" are to be interpreted as "and/or" unless the context requires otherwise.

"Affected Party" is defined in Section 14.1.

"**Affiliate**" means, in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party, in each case for so long as such Control exists. For the purposes of this definition, "**Control**" means the direct or indirect ownership of more than fifty per cent (50%) of the voting rights or other ownership interests in an entity, or the power to direct its management and policies, whether through ownership, contract or otherwise.

"**Confidential Information**" is defined in Section 17.1.

"Defaulting Party" is defined in Section 15.3.

"**Disclosing Party**" is defined in Section 17.1.

"Document" is defined in Section 3.1.1.

"Effective Date" is defined in Section 15.1.

"End Customer" is the party that purchases, receives and uses the Services referred to by the Partner or channeled through the Partner.

"Fees" is defined in Section 7.1.

"Feedback" is defined in Section 8.5.

"Force Majeure Event" is defined in Section 14.1.

"Initial Term" is defined in Section 15.2.

"Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not), and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

"**Non Affected Party**" is defined in Section 14.2.

"Non-Defaulting Party" is defined in Section 15.3.

"Outpost24 Customer Terms" means the Outpost24 Master Agreement and Outpost24's standard customer-facing terms governing access to and use of the Services by an End Customer or other Service Recipient, made available at outpost24.com/legal or another URL notified by Outpost24 from time to time, as updated from time to time.

"Partner Model" is defined in Section 1.2.

"**Partner Specific Terms**" outline the details, specific terms and restrictions governing the relationship between the Parties as it relates to the type of partnership, as selected in Section 2.1 of this Agreement. The most recent versions of the Partner Specific Terms can be accessed at outpost24.com/legal, as updated from time to time.

"**Receiving Party**" is defined in Section 17.1.

"Renewal Term" is defined in Section 15.2.

"**SCC**" is defined in Section 28.2.

"Services" means the services, projects and/or software specified in the Service Specific Terms (as defined below) provided by Outpost24 together with any subsequently agreed modifications to the content or scope thereof.

"**Service Specific Terms**" means the terms applicable to the relevant Services provided in accordance with the Quotation, including any terms governing permitted use, delivery, functionality, technical scope, operational parameters, restrictions, dependencies, customer responsibilities and service-specific rights and obligations. The most recent versions of the Service Specific Terms can be accessed at outpost24.com/legal, as updated from time to time.

"**Service Terms**" means, to the extent applicable to the relevant Services, Service Recipient, Partner Model or Quotation, each of which are accessible at outpost24.com/legal or another URL notified by Outpost24 from time to time, as updated from time to time by Outpost24:

(a) Service Specific Terms;
(b) Service Level Agreement ("**SLA**");
(c) Data Processing Agreement ("**DPA**");
(d) The Digital Operational Resilience Act Addendum ("**DORA Addendum**"); and
(e) any other Document provided by Outpost24 containing terms and conditions applicable to the Services.

"**Service Recipient**" means the party receiving, accessing, using or otherwise benefiting from the relevant Services, whether the Partner, an End Customer, or another party identified in the applicable Quotation.

"Territory" means the agreed location that the Partner has the right to refer or channel the Services to.

"**Quotation**" means a written offer, including its appendices, issued by Outpost24 to the Partner and accepted by the Partner, specifying, *inter alia*, the Services to be provided and any applicable Fees.

5. PARTNER APPOINTMENT

5.1 The Partner's appointment is on a non-exclusive and non-transferable basis, is limited to the Territory and does not grant the Partner any exclusivity rights, minimum volume or revenue, right to appoint sub-distributors, right to bind Outpost24, or right to make any representations, warranties or commitments or otherwise incur any obligation on behalf of Outpost24.

5.2 The Partner may not sub-license, sub-distribute or appoint any third party to perform its obligations or exercise its rights under this Agreement without Outpost24's prior written consent, except as expressly permitted in the applicable Partner Specific Terms.

5.3 The Partner shall perform its activities under this Agreement and the applicable Partner Specific Terms at its own expense and in a professional manner. In particular, the Partner shall, in a manner consistent with the applicable Partner Model:

(a) use reasonable business efforts to promote the Services in the Territory;

(b) follow Outpost24's reasonable guidelines and instructions;

(c) conduct its business and activities in connection with the Agreement in a manner that reflects favourably on Outpost24 and the Services;

(d) comply with all laws and regulations applicable to its activities under the Agreement; and

(e) ensure that any information regarding the Services provided by or on behalf of the Partner to actual or prospective customers, resellers or other third parties, including Service Recipients, is correct and sufficient in all material respects and is consistent with Outpost24's written documentation.

6. COOPERATION, COMMUNICATION AND CONTACT PERSONS

6.1 The Partner shall appoint at least one qualified representative responsible for all communications with Outpost24 regarding the Services. Such appointed representative(s) shall, when applicable, submit all support requests to Outpost24 through one of Outpost24's designated support channels.

6.2 The Parties shall promptly inform each other of any relevant issues, problems, or delays that may affect the Services.

6.3 Where reasonably required for the provision of the Services, the Partner shall provide, or procure the provision of, all information, documentation, access, authorisations, consents and cooperation reasonably requested by Outpost24. Outpost24 shall not be responsible for any failure or delay in providing the Services to the extent caused by a failure to provide such information, documentation, access, authorisations, consents or cooperation.

6.4 Outpost24's support and service level obligations, if any, shall apply only as set out in the applicable Quotation, SLA, Service Specific Terms or Outpost24 Customer Terms, unless otherwise expressly agreed. Where an SLA applies, updates to the SLA shall not materially reduce the overall level of service applicable to the Services during the then-current committed Service term, unless otherwise stated in the applicable Quotation.

7. FEES AND PAYMENT

7.1 The applicable fees ("**Fees**") for the Services are specified in the applicable Quotation.

7.2 Unless otherwise agreed in the applicable Quotation in accordance with applicable law (including competition law), the Partner shall be free to set its own retail prices to the End Customers.

7.3 Unless otherwise set out in the applicable Quotation, payment terms are net thirty (30) days from delivery from Outpost24. VAT, sales tax and any other applicable taxes are the responsibility of the Partner and will be added to the invoice as applicable.

8. INTELLECTUAL PROPERTY

8.1 During the term of this Agreement, the Partner is granted a non-exclusive, non-transferable right to use Outpost24's trademarks (whether registered or unregistered) and trade names

solely in connection with marketing, sales and licensing of the Services in accordance with the Partner's appointed partner role. The Partner may not, however, incorporate any of Outpost24's trademarks or trade names into its own company name.

8.2 Each Party may, without the other Party's prior consent, use the other Party's trademarks or trade names on its website or in other marketing material for the sole purpose of indicating the existence of a commercial relationship between the Parties. Any use of a Party's trademarks or trade names pursuant to this Section 8 shall be in accordance with such guidelines or instructions as the owning Party may issue from time to time.

8.3 If any infringement of the Intellectual Property Rights of a Party comes to the attention of the other Party, it shall promptly notify the owning Party in writing. The Party whose Intellectual Property Rights are subject to such possible infringement shall solely decide upon the actions to be taken in connection therewith.

8.4 Except as explicitly set out above, the Agreement does not transfer any Intellectual Property Rights belonging to either Party. Except as provided for herein, the Partner shall not have any right to Outpost24's current or future Intellectual Property Rights including, but not limited to, Outpost24's rights in the Services and such rights that arise under the Agreement. Unless otherwise is explicitly agreed in writing, the Partner shall not be allowed to modify, alter or copy the Services or to merge or combine the Services with other software or hardware.

8.5 If Partner or any of its employees, contractors or agents provides Outpost24 with any comments, questions, suggestions, recommendations or other feedback relating to the Services, including proposed changes, features or functionality ("**Feedback**"), Partner grants Outpost24 and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable and sublicensable licence to use, modify, incorporate, disclose, commercialise and otherwise exploit the Feedback for any purpose without restriction, attribution or compensation. Partner represents that it has all rights necessary to grant this licence and shall not provide any Feedback that is subject to third-party rights or restrictions that would limit Outpost24's use of it. Feedback is provided voluntarily and shall not be treated as confidential. Outpost24 shall not publicly identify Partner, a Service Recipient or any customer of Partner as the source of the Feedback without Partner's prior written consent.

9. RIGHTS CLEARANCE

A Party which provides material and/or aids shall ensure that it has obtained any and all clearances from the rights holder as are necessary for performance of the Services in accordance with the Agreement. Outpost24 shall ensure that no material or aids which are provided within the scope of the Services require additional rights clearance but, instead, can be used in accordance with the Agreement.

10. WARRANTIES, INDEMNITIES AND THIRD-PARTY PRODUCTS

10.1 Mutual representations and warranties

Each Party represents and warrants that:

(a) it has full power, capacity and authority to enter into and perform its obligations under this Agreement;

(b) it has obtained and will maintain all licences, permits, approvals and consents necessary for the performance of its obligations under this Agreement; and

(c) each person executing this Agreement on its behalf is duly authorised to do so and to bind that Party.

10.2 Outpost indemnification

10.2.1 Outpost24 shall defend Partner against any third-party claim made against Partner by a Service Recipient situated in the Territory alleging that such Service Recipient's authorised use of the Services infringes such third party's Intellectual Property Rights, and shall indemnify Partner against any damages and costs finally awarded against Partner by a court of competent jurisdiction, or agreed in a settlement approved by Outpost24, together with reasonable legal costs incurred in connection with such claim.

10.2.2 Outpost24 shall only be liable under this Section 10.2 where: (i) Partner gives Outpost24 prompt written notice of the claim, provided that any failure or delay in giving such notice shall relieve Outpost24 of its obligations only to the extent that Outpost24 is materially prejudiced by such failure or delay; (ii) Outpost24 is given sole control of the defence and settlement of the claim, to the extent legally possible; and (iii) Partner provides Outpost24 with such advice, information and other assistance as Outpost24 may reasonably request.

10.2.3 Outpost24 shall not settle any claim without Partner's prior written consent (not to be unreasonably withheld or delayed) where the settlement requires any admission of liability, payment or other obligation by the Partner. The Partner may participate in the defence at its own expense and may assume control if Outpost24 fails to defend the claim reasonably diligently.

10.2.4 Outpost24 shall not be liable under this Section 10.2 to the extent that the claim is based on or arises from: (i) the Services having been combined with, or incorporated into, another product, service or technology not provided or approved in writing by Outpost24; (ii) the Services having been modified by or on behalf of Partner or a Service Recipient, or used contrary to the applicable Service Terms, Documentation or Outpost24's instructions; (iii) Partner's or a Service Recipient's continued use of the affected Services after Outpost24 has notified Partner to cease such use; or (iv) any materials, data, specifications, instructions or technology supplied by or on behalf of Partner or a Service Recipient.

10.2.5 If a claim under this Section 10.2 is made or, in Outpost24's reasonable opinion, is likely to be made, Outpost24 may, at its option and expense: (a) procure the right for Partner and the relevant Service Recipient to continue using the affected Services; (b) modify or replace the affected Services so that they are no longer infringing without materially reducing their functionality; or (c) terminate the affected Services and refund any fees prepaid for the affected Services in respect of the period following termination. This Section 10.2 sets out Outpost24's entire liability, and Partner's sole and exclusive remedy, in respect of any actual or alleged infringement of third-party Intellectual Property Rights by the Services.

10.3 Outpost24 disclaimers

10.3.1 Except as expressly set out in this Agreement or the applicable Service Terms, and to the fullest extent permitted by applicable law, the Services are provided "as is" and Outpost24 disclaims all warranties, representations and conditions, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement. Outpost24 does not warrant that

the Services will be uninterrupted or error-free or that they will meet Partner's or any Service Recipient's particular requirements. For clarity, nothing in this Section 10.3.1 shall limit Outpost24's indemnification obligations under Section 10.2.

10.3.2 Where Outpost24 provides or makes available any third-party products or services as part of or in connection with the Services, the licensing terms and conditions of the relevant third party shall apply to such third-party products or services and shall take precedence over the provisions of the Agreement and the applicable Service Terms to the extent of any conflict in relation to such third-party products or services. Unless explicitly agreed in writing between Outpost24 and the relevant Service Recipient, Outpost24 gives no warranty and accepts no liability in respect of the performance, functionality, security, availability or non-performance of any third-party products or services.

10.4 Partner indemnification

10.4.1 Partner shall defend Outpost24 against any third-party claim arising from: (a) Partner's use, marketing, sale, licensing or making available of the Services other than in accordance with this Agreement; (b) any warranty, representation, commitment or promise made by or on behalf of Partner that is inconsistent with, or in addition to, those expressly provided by Outpost24 under this Agreement or, where applicable, the Outpost24 Customer Terms; or (c) any allegation that Feedback provided by or on behalf of the Partner, or Outpost24's use of such Feedback in accordance with Section 8.5, infringes or misappropriates any third party's Intellectual Property Rights.

10.4.2 Partner shall indemnify and hold harmless Outpost24 against any damages, liabilities and costs finally awarded against Outpost24 by a court of competent jurisdiction, or agreed in a settlement approved by Outpost24, together with reasonable legal fees and expenses incurred in connection with the claim.

10.4.3 Partner's obligations under this Section 10.4 are subject to Outpost24: (i) giving prompt written notice of the claim, provided that any delay shall relieve Partner of its obligations only to the extent materially prejudiced; (ii) giving Partner control of the defence and settlement, to the extent legally possible; and (iii) providing the Partner with such advice, information and other assistance as the Partner may reasonably request.

10.4.4 Partner shall not settle any claim without Outpost24's prior written consent (not to be unreasonably withheld or delayed) where the settlement requires any admission of liability, payment or other obligation by Outpost24. Outpost24 may participate in the defence at its own expense and may assume control if Partner fails to defend the claim reasonably diligently.

11. LIMITATION OF LIABILITY

11.1 Outpost24's liability to the Partner for direct damages suffered by it under the Agreement and/or as a result of the Services shall be limited to the Fees paid or payable by the Partner to Outpost24 in or for the twelve (12) months preceding the first day on which such damages were suffered. Neither Party's liability for any breach of (i) Section 8 (*Intellectual Property Rights*), (ii) Section 12 (*Personal data*), or (iii) for any breach of Section 17 (*Confidentiality*) shall be limited by this Section 11.1.

11.2 Notwithstanding anything to the contrary in the Agreement, neither Party shall be liable to the other Party for indirect, special, incidental, consequential, punitive or exemplary damages, including for loss of revenue, profits or information or for any liability to third

parties, regardless of the form of action, whether in contract or in tort, including negligence, even if either of the Parties has been advised of the possibility of such damages.

11.3 The limitations of liability set out in this Section 11 shall not apply in cases of fraud, gross negligence or willful misconduct.

12. PERSONAL DATA

12.1 The Parties acknowledge that the performance of the Services may involve the processing of personal data. The Parties' respective roles under applicable data protection legislation shall be determined by reference to the relevant processing activity.

12.2 Where one Party processes personal data on behalf of the other Party as a processor, such processing shall be governed by the DPA entered into between the Parties, which shall form part of the Agreement. Where the Parties act as separate controllers, each Party shall independently comply with its obligations under applicable data protection legislation. Where the Parties act as joint controllers, they shall enter into an appropriate arrangement governing their respective responsibilities in accordance with applicable data protection legislation.

12.3 Neither Party shall disclose personal data to the other Party except where such disclosure is lawful, necessary for the performance of the Agreement and made in accordance with any applicable DPA or joint-controller arrangement.

12.4 Where a Party discloses personal data in breach of this Section or applicable data protection legislation, including without entering into a DPA or joint-controller arrangement where required, that Party shall be responsible for, and shall indemnify the receiving Party against, any costs, claims, damages, fines, penalties or liabilities arising from such breach, except to the extent caused or contributed to by the receiving Party's breach of applicable data protection legislation.

13. NON-SOLICITATION

During the term of the Agreement and for a period of six (6) months thereafter, the Parties undertake to refrain from soliciting any individual who is employed by the other Party and with whom the undertaking Party had contact in connection with the Services. "Soliciting any individual" shall not be deemed to prevent hiring or pursuing any individual responding to a solicitation made to the general public.

14. FORCE MAJEURE

14.1 A Party (the "**Affected Party**") is entitled to postpone the performance of its obligations under the Agreement, and is relieved from the consequences of non-performance of such obligations, where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond its control, and which it could not reasonably have foreseen, at the time of entering into the Agreement. Such circumstance (a "**Force Majeure Event**") can comprise, for example, war or warlike situations, civil war, military mobilization or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, break-down of means of transport, discontinuation of the supply of energy, strike, lock-out

or other general or local industrial action (notwithstanding that the Affected Party itself is a party to the action), requisition, seizure, public authority order, trade restrictions or circumstance comparable therewith, provided that a Force Majeure Event shall not arise as a result of the Affected Party having a lack of funds (even if a Force Majeure Event results in the Affected Party having a lack of funds). The aforesaid applies if a Force Majeure Event exists for a party retained by a Party for the purposes of performing its obligations under the Agreement.

14.2 An Affected Party shall notify the other Party (the "**Non-Affected Party**") in the event of a risk that an obligation cannot be performed by the Affected Party or will be delayed due to a Force Majeure Event. A failure to provide such notice within a reasonable time shall result in an obligation by the Affected Party to compensate the Non-Affected Party for any loss suffered by the Non-Affected Party that could have been avoided had timely notice been given.

14.3 If a Force Majeure Event continues for one (1) month and the consequences thereof are material to the Non-Affected Party, the Non-Affected Party shall be entitled to terminate the Agreement with immediate effect by giving written notice thereof to the Affected Party.

15. TERM AND TERMINATION

15.1 This Agreement shall commence on the date on which it has been signed by both Parties (the "**Effective Date**").

15.2 This Agreement shall remain in force for an initial period of twelve (12) months from the Effective Date (the "**Initial Term**"). Thereafter, it shall automatically renew on the same terms and conditions for successive periods of twelve (12) months (each a "**Renewal Term**"), unless either Party gives the other Party written notice of termination at least thirty (30) days before the expiry of the Initial Term or the then-current Renewal Term.

15.3 Notwithstanding Section 15.2, either Party (the "**Non-Defaulting Party**") may terminate this Agreement with immediate effect by written notice if the other Party (the "**Defaulting Party**"):

(a) fails to perform any of its obligations under this Agreement, where such failure is of material importance to the Non-Defaulting Party, and does not remedy that failure within thirty (30) days after receiving written notice from the Non-Defaulting Party requiring it to do so; or

(b) is declared bankrupt, is wound up or enters into liquidation, or has a receiver appointed over all or any material part of its assets.

15.4 Notwithstanding Section 15.2, Outpost24 may, by written notice to the Partner:

(a) terminate this Agreement with immediate effect if: (i) any invoice issued by Outpost24 to the Partner remains overdue; (ii) Outpost24 has given the Partner written notice requiring payment; and (iii) the Partner has failed to pay the overdue amount in full within thirty (30) days after receiving such notice;

(b) suspend or terminate this Agreement or the Partner's right to use Outpost24's trademarks with immediate effect if the Partner:

(i) uses such trademarks other than as permitted under this Agreement or Outpost24's applicable brand guidelines;

(ii) challenges Outpost24's ownership of, or rights in, such trademarks; or

(iii) uses such trademarks in a manner reasonably likely to materially harm Outpost24's goodwill or reputation or expose Outpost24 to a third-party claim; or

(c) terminate this Agreement with immediate effect if Partner:

(i) materially breaches any applicable anti-bribery, sanctions, export control or marketing law in connection with this Agreement; or

(ii) ceases to hold any licence, permit, consent or authorisation necessary to perform its obligations under this Agreement.

Where a breach under item (b) is capable of remedy and immediate suspension or termination is not reasonably necessary to protect Outpost24's legitimate interests, Outpost24 shall first give the Partner a reasonable opportunity to remedy the breach.

16. CONSEQUENCES OF TERMINATION

16.1 Upon expiry or termination of this Agreement, except as necessary to exercise any rights that expressly continue under this Agreement or the applicable Partner Specific Terms:

(a) each Party shall, at the other Party's request, return or destroy all materials, data and other property belonging to the other Party that are in its possession or control; and

(b) the Partner shall immediately cease using the Services and all materials incorporating or constituting Outpost24's Intellectual Property Rights.

16.2 A Party may retain materials or data to the extent required by applicable law or contained in routine backup systems, provided that any retained materials or data remain subject to the applicable confidentiality, security and data protection obligations under this Agreement.

16.3 Subject to the applicable Partner Specific Terms, Partner shall not be entitled to any compensation as a result of the expiry or termination of this Agreement and, to the extent applicable, waives any right to commission or other compensation in respect of Services sold after the effective date of expiry or termination. This shall not affect any commission or other amount accrued and payable to Partner before that date.

17. CONFIDENTIALITY

17.1 Each Party (the "**Receiving Party**") undertakes, during the term of this Agreement and thereafter for the period specified in Section 19, to keep confidential and not disclose to any third party the terms of this Agreement or any other information disclosed or made available to it by or on behalf of the other Party (the "**Disclosing Party**") in connection with this Agreement, whether orally, in writing or in any other form ("**Confidential**

Information"). The Receiving Party may use the Confidential Information solely to perform its obligations or exercise its rights under this Agreement.

17.2 The Receiving Party shall protect the Confidential Information using the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. The Receiving Party may disclose Confidential Information to its Affiliates and its and their directors, officers, employees, subcontractors, professional advisers and other representatives who need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations or professional duties no less protective than those set out in this Section 17. The Receiving Party shall be responsible for any breach of this Section 17 by such persons.

17.3 Notwithstanding Section 19, the obligations under this Section 17 shall continue to apply to any Confidential Information constituting a trade secret for as long as it remains a trade secret under applicable law.

17.4 The obligations under Section 17.1 shall not apply to information that the Receiving Party can demonstrate:

(a) is, at the date of its disclosure, in the public domain, or at any time thereafter comes into the public domain, in each case other than by breach of the Agreement;

(b) was lawfully known to the Receiving Party, without restriction as to its use or disclosure, before it was disclosed by the Disclosing Party;

(c) is lawfully received from a third party without breach of any confidentiality obligation; or

(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

17.5 The Receiving Party may disclose Confidential Information to the extent required by applicable law, or a valid order of a competent court, authority or tribunal, or applicable rules of an applicable stock exchange or regulated marketplace. To the extent legally permitted and reasonably practicable, the Receiving Party shall:

(a) give the Disclosing Party prompt written notice before making the disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy;

(b) disclose only the minimum amount of Confidential Information legally required; and

(c) provide reasonable assistance, at the Disclosing Party's expense, in seeking confidential treatment or limiting the disclosure.

17.6 The Receiving Party shall use reasonable efforts to ensure that any Confidential Information disclosed under Section 17.5 is afforded confidential treatment.

18. EXPORT CONTROL

The Partner agrees and warrants that it will comply with all applicable international and national export control laws and regulations and that it will not export or re-export, directly or indirectly, any Services to any country for which the European Union, the United

Kingdom, or the United States of America, at the time of export or re-export, requires an export licence or other governmental approval.

19. SURVIVING SECTIONS

Sections 8 (*Intellectual Property Rights*), 10.2 (*Outpost indemnification*), 10.3 (*Outpost24 disclaimers*), 10.4 (*Partner indemnification*), 11 (*Limitation of Liability*), 17 (*Confidentiality*) and 28 (*Governing Law and Jurisdiction*), together with any continuing rights expressly set out in the applicable Partner Specific Terms, shall survive any termination of the Agreement. The obligations under Section 17 shall survive for three (3) years following termination.

20. COSTS

Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the exercise of its rights under it, including the fees and expenses of its own representatives, agents, brokers, legal and financial advisers and relevant authorities.

21. NO ASSIGNMENT

Neither Party may assign, transfer, novate, charge or otherwise dispose of this Agreement or any of its rights or obligations under it without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Outpost24 may, without Partner's consent, assign or transfer this Agreement, in whole or in part, to any of its Affiliates or in connection with a merger, reorganisation or sale of all or substantially all of the business or assets to which this Agreement relates.

22. SUBCONTRACTORS

Unless otherwise agreed, Outpost24 shall be entitled to engage sub-contractors and sub-consultants for the performance of this Agreement, subject to the terms of the DORA Addendum to the extent applicable. Subject to the limitations in Section 11, Outpost24 shall remain liable for the acts and omissions of any sub-contractors or sub-consultants engaged by it as if they were the acts and omissions of Outpost24 itself.

23. NOTICES

All required notices to Outpost24 shall be delivered to legal@outpost24.com. All required notices to the Partner shall be delivered to e-mail provided in the signature box of this Agreement.

24. ENTIRE AGREEMENT

The Parties confirm that the Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations

and warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

25. AMENDMENTS

Except as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless made in writing and agreed by duly authorised representatives of both Parties.

26. NO WAIVER

The failure of a Party to insist on adherence to any term of the Agreement shall not be considered a waiver of any right, nor shall it deprive that Party of the right thereafter to insist on the adherence to that term or any other terms of the Agreement.

27. SUBSTITUTION

If any provisions of the Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of the Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby the Agreement in order to give effect to, so far as it is possible, the spirit of the Agreement and to achieve the purposes intended by the Parties.

28. GOVERNING LAW AND JURISDICTION

28.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, in the United States of America, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

28.2 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, the Parties agree in the first instance to enter into good faith discussions in each Party's sole discretion. Unless settled by such good faith discussions, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with this Agreement, shall be exclusively settled by the courts of the State of Delaware, in the United States of America.

29. ENUREMENT

The Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of date of the last signature below.

PARTNER:_____	**OUTPOST24 AB**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address: _____

_____

_____

E-mail for notices:

_____