

LEAD REFERRAL AGREEMENT

Lead Referral Agreement, effective as of _____ (the “Effective Date”), by and between AccuKnox Inc., with its principal offices at AccuKnox, Inc. Suite AG 138, SRI, 333 Ravenswood Ave, Menlo Park, CA 94025, USA (“AccuKnox”), and _____ (“Partner”) with its principal offices at _____

1. SCOPE OF AGREEMENT

- (a) The parties agree that, subject to the terms of this Agreement, Partner will provide potential customer referrals and sales and marketing leads which have a requirement for AccuKnox’s (“Products”).

2. MARKETING ACTIVITIES

- (a) In connection with promoting and marketing its own products and services, Partner may promote and market the Products within Specific Named Accounts/Partners in North America (the “Territory”). Partner will submit to AccuKnox, in advance of distribution or publication, any promotional or marketing materials relating to the Products that it proposes to use (other than materials supplied by AccuKnox), and will not distribute or publish any such materials without AccuKnox’s prior written approval. Partner will refer inquiries and potential orders for Products to AccuKnox, and AccuKnox may, at its option, then sell its Products directly to such customer as set forth in Section 3. Partner will refrain from any deceptive, misleading or unethical practice that is or might be detrimental to AccuKnox.
- (b) Notwithstanding the foregoing, (i) nothing in this Agreement shall be construed as an obligation for AccuKnox to sell its Products unless AccuKnox enters into a mutually acceptable agreement or purchase order with such customer, and (ii) Partner may not commit, nor shall purport to commit, AccuKnox to any sale or commitment to provide Products to any third party.
- (c) The parties’ relationship under this Agreement is non-exclusive, and the parties shall be free to enter into co-marketing arrangements with any other third party.

3. LEAD GENERATION

- (a) During the Term of this Agreement (as set forth in Section 5), Partner shall, if and when business opportunities dictate, generate sales and marketing leads and identify prospective customers who are interested or may develop an interest in purchasing any of the Products (“Leads”). Partner shall register the Lead with AccuKnox by emailing to it a completed lead generation form in the form attached as Exhibit A hereto (the “Lead Generation Form”). Each Lead Generation Form is subject to AccuKnox’s acceptance, which will be delivered via email as described below. No party assumes any liability for electronic mail deliveries that are not confirmed.
- (b) Acceptance and registration by AccuKnox of any Lead as an approved candidate (a “Registered Lead”) may entitle Partner to receive a finder’s fee (the “Finder’s Fee”) in accordance with and subject to Section 4 below. Within ten (10) business days following its receipt of the Lead Generation Form, AccuKnox shall notify Partner, in writing via electronic mail, whether or not the Lead qualifies, in AccuKnox’s sole discretion, as a Registered Lead. All Registered Leads must be approved in writing by President or VP-Sales, AccuKnox. A Lead will not qualify as a Registered Lead if such Lead (a) is an existing

account of AccuKnox (or any AccuKnox partner) as of the date the Lead Generation Form was submitted, (b) is an OEM or distributor of AccuKnox's, or (c) has been previously contacted by AccuKnox, either directly or indirectly through a related person (such as a sales representative), company or a partner of AccuKnox, the purpose of which contact was to market any of the Products and Services to such Lead. An accepted Lead registration shall expire after one year from the date of registration (the "Registration Date").

- (c) Partner shall provide each Registered Lead with AccuKnox's standard form of Software License Agreement ("SLA"). The prices, terms and conditions under which AccuKnox will offer or sell any Products shall be determined by AccuKnox in its sole discretion. AccuKnox shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Products and Partner may not negotiate, modify, accept or sign the SLA on behalf of AccuKnox or collect payment of any fees due AccuKnox. AccuKnoxPartner shall not make or pass on any representations or warranties with respect to any of the Products and Services including with respect to license or support fees for Products. Partner shall bear all costs and expenses incurred in the performance of its services hereunder, and shall undertake to fulfill its obligations arising hereunder in a professional manner.
- (d) AccuKnox may, in the exercise of its reasonable business judgment, (1) prioritize between Registered Leads with respect to the negotiation and execution of the SLA, and/or (2) discontinue its marketing or sales efforts with any Registered Lead that AccuKnox determines is no longer a good business prospect. AccuKnox shall be solely responsible for completing, modifying, supplementing, accepting or signing all SLAs and determining and collecting all fees. AccuKnox will not incur any obligation hereunder or otherwise (including, without limitation, any obligation to remit a Finder's Fee pursuant to Section 4, below) in the event that AccuKnox (i) fails to enter into a SLA with any Registered Lead, or (ii) exercises its discretion to prioritize between or terminate Registered Leads in accordance with this Section. Nothing in this Agreement shall obligate AccuKnox to actually offer or sell any Products or consummate any transaction with any customer.

4. FINDER'S FEES

- (a) For each SLA entered into between AccuKnox and a Registered Lead, AccuKnox shall pay to Partner a Finder's Fee equal to ten percent (10%) of the subscription license amounts and two (2%) of professional services amounts actually received by AccuKnox each month from the applicable Registered Lead for a period of twenty four (24) months following the applicable Registration Date, subject to Section 4(b). Furthermore, for the avoidance of doubt, Partner acknowledges that it shall not be entitled to a Finder's Fee for any sales made to Leads that are not Registered Leads.
- (b) Finder's Fees earned by Partner will be payable on a monthly basis in arrears. Each payment shall be accompanied by a report showing the calculation of that month's payment. The Finder's Fee shall constitute the sole payment to Partner from AccuKnox for all obligations of Partner performed by it under this Agreement.
- (c) Partner shall be responsible for the payment of all taxes relating to its activities hereunder.

5. EXPENSES

AccuKnox will compensate Partner for any pre-approved travel, entertainment and related expenses.

6. TERM AND TERMINATION

- (a) This Agreement will begin on the Effective Date and continue in effect for an initial term of twelve (12) months. It will automatically renew for successive 3-month periods unless written notice of non-renewal is given by either party at least thirty (30) days prior to the expiration of a term, or unless sooner terminated as follows. This Agreement may be terminated by either party, at any time, with or without cause, upon thirty (30) days' written notice.
- (b) In addition to any remedies that may be provided in this Agreement, either party may terminate this Agreement with immediate effect upon notice to the other party, if the other party: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after the other party's receipt of notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- (c) Upon any termination of this Agreement for any reason whatsoever, (i) all rights granted to Partner shall immediately terminate; (ii) Partner will discontinue its promotion of the Products and remove from its website any links that point to AccuKnox's website; (iii) Partner will discontinue any use of AccuKnox's Trademarks (as defined herein); (iv) Partner will destroy any promotional literature and other marketing materials relating to the Products, (v) Partner will return to AccuKnox (or destroy, at AccuKnox's option) all originals and copies of AccuKnox's confidential information in its possession or control, and Partner will certify its compliance with this requirement to AccuKnox in writing.
- (d) Partner shall not be entitled to receive a Finder's Fee AccuKnox after the effective date of termination unless: (i) the Registered Lead was identified by Partner prior to the effective date of termination; (ii) AccuKnox and the Registered Lead executed the SLA within three (3) months after the effective date of termination; and (iii) payment of the related Product fees was received by AccuKnox within six (6) months after the effective date of termination of this Agreement, in which event Partner shall be entitled to receive a Finder's Fee in accordance with Section 4 above.

7. PROPRIETARY RIGHTS

- (a) The Products. AccuKnox and its licensors retain sole and exclusive ownership of all right, title, and interest in and to Products, including all copyright and any other intellectual property rights therein. All rights not expressly granted are reserved by AccuKnox and its licensors.
- (b) Trademarks. During the term of this Agreement, Partner may use the trademarks, tradenames, service marks, and logos (the "Trademarks") of AccuKnox (as applicable, the "") solely to identify the Products and to identify AccuKnox as the manufacturer and/or provider of such Products, as specified by the AccuKnox, provided that they are used solely as necessary to carry out the performance of this Agreement and in accordance with the AccuKnox's specifications as to style, color, and typeface, as specified in writing by the AccuKnox from time to time. Partner shall not alter or remove any Trademarks applied by the AccuKnox to its Product or any marketing materials supplied by the AccuKnox. AccuKnox claims exclusive ownership of all right, title, and interest in and to its respective

Trademarks, and Partner shall not adopt or use any of AccuKnox's Trademarks in any manner whatsoever except as expressly provided herein. Partner acknowledges that it is not acquiring and shall not attempt to acquire, by usage, filing, or otherwise, either in the United States or any other country, any right, title or interest in or to any of AccuKnox's Trademarks or any other trademarks, tradenames, service marks, or logos confusingly similar thereto, nor shall Partner challenge AccuKnox's rights in and to its respective Trademarks. All goodwill associated with the Trademarks shall inure exclusively to the benefit of the AccuKnox and its affiliates.

8. CONFIDENTIAL INFORMATION; NO PUBLICITY

- (a) All non-public, confidential, or proprietary information of AccuKnox, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by AccuKnox to Partner, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by AccuKnox in writing. Upon AccuKnox's request, Partner shall promptly return all documents and other materials received from AccuKnox. AccuKnox shall be entitled to injunctive relief for any violation of this Section 4. This section shall not apply to information that is: (a) in the public domain; (b) known to the Partner at the time of disclosure; or (c) rightfully obtained by the Partner on a non-confidential basis from a third party.. Partner may not make any public announcement of this Agreement without AccuKnox's prior written consent.

9. GENERAL.

- (a) Independent Contractors: The relationship between AccuKnox and Partner is that of independent contractors, and nothing in this Agreement shall be construed to constitute Partner as an employee, partner or agent of AccuKnox. Without limiting the foregoing, neither party shall have any authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that it is in any way responsible for the acts or omissions of the other party. Each party is fully and solely responsible for its own activities and the manner in which it carries out those activities. Partner shall indemnify, defend and hold AccuKnox harmless in connection with any damages incurred or claims brought against AccuKnox in connection with Partner's activities hereunder.
- (b) Anti-corruption Laws: Partner acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law or the Company's corporate policy and procedures related thereto. Partner further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Company's products. Partner agrees to not violate or knowingly let anyone violate the FCPA or UKBA while working on behalf of the Company, and Partner agrees that no payment made on behalf of the Company will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law. Upon the

Company's request, Partner agrees to provide the Company with written certifications of Consultant's FCPA and UKBA compliance and permit the Company to inspect Partner's books and records upon request.

- (c) Assignment: Partner shall not assign, transfer or otherwise dispose of any rights or delegate any obligations under this Agreement without the prior written consent of AccuKnox. AccuKnox may freely assign this Agreement. This Agreement shall inure to the benefit of and be binding upon each party and their respective successors and permitted assigns. This Agreement constitutes the full complete understanding and agreement of Partner and AccuKnox and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter hereof. Except as expressly stated in this Agreement, any waiver, modification or amendment of any provision of this Agreement will be effective only if in form of a written amendment to this Agreement and signed by Partner and AccuKnox.
- (d) Notices: Any and all notices given under the provisions of this Agreement must either be delivered personally or given by e-mail, mail or courier. All notices given shall be sent to the applicable address noted above and will be effective when received. The parties may change their respective addresses and addressees by written notice to the other party, sent as provided in this Section 9. All notices must be in writing. No delay or omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof and any single or partial exercise of any such right or remedy, power or privilege will not preclude any later exercise thereof. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provision were not a part hereof. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in Santa Clara county. Each party irrevocably submits to the exclusive jurisdictions of such courts in any such suit, action or proceeding. Sections 5-9 will survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the Effective Date.

<u>Company</u>	AccuKnox Technologies	Partner
<u>By</u>		
<u>Name</u>	Nat Natraj	
<u>Title</u>	Co-founder, CEO	
<u>Email</u>	n@accuknox.com	
<u>Phone</u>	+1 510 579 8785	

Exhibit A

Lead Generation Form

(essential aspects of this to be communicated and acknowledged by said parties via email)

Prospect Name	
Address	
City/State	
Primary Contact	
Department	
Title	
Phone Number	
E-Mail	
Amount Budgeted for Project	
Target Timing for Vendor Selection	
Potential Sales Issues	
Date of Contact	
Name of Partner Sales Executive	
Partner's Existing System Installations	
AccuKnox Solution	
Date of Lead Referral	