



Efficient Compliant Safer Workplaces

PARTNER AGREEMENT

This agreement governs the relationship between third party, independently owned and operated organisations that wish to partner with dulann Ltd and dulann Compliance Solutions SL.

If the individual accepting this agreement is doing so on behalf of a company or any such legal entity, then such individual agrees that they have the authority to bind themselves, the company, or any legal entity, to the terms and conditions of this Partner Agreement.

Any individual hereby agrees to the terms and conditions of this Partner Agreement if they:

- (a) execute a letter or form that references this agreement or
- (c) clicks a box indicating acceptance.

The term “Partner” refers to any individual, company, or legal entity that has fulfilled any of the criteria above.

If the individual accepting this Partner Agreement, does not agree with the terms and conditions, this individual should not accept this agreement and may not use the services of dulann Ltd, or dulann Compliance Solutions Ltd.

Competitors are prohibited from accessing the products and services of dulann Ltd and dulann Compliance Solutions Ltd.

Products and services may not be accessed for monitoring purposes of any kind.

This agreement was last updated on 1st July 2024. It is effective between the “Partner”, dulann Ltd and dulann Compliance Solutions SL as of the date of the “Partner” accepting this Partner Agreement (the “Effective Date”).

NOW IT IS HEREBY AGREED by and between the Parties as follows:

1. dulann Ltd & dulann Compliance Solutions SL licences the “Partner” to promote dulann Products and Services.

2. The “Partner” is entitled to earn a commission from the generation of business, which has directly resulted from a lead generated by a dulann Partner, for dulann products and services, subject to the terms and conditions of the “Partner Agreement”.
3. For the purposes of clarity, dulann Ltd (Data Processor), will enter into a separate binding Main Services Agreement (including Data Processing Agreement), directly with the Customer (Data Controller).
4. The duration of this dulann Partner Agreement is not time limited and shall remain in force until terminated by either party.
5. The dulann Partner Agreement covers three main products / services:
 - **dulann Compliance Management System / dulann Software Applications.**
 - **Complementary non competing Partner Services such as Consultancy Services.**
 - **dulann eLearning.**

5.1 The dulann Compliance Management System consists of multiple **dulann Software Applications**, which can be operated either as stand alone applications, or as a part of a suite.

- a. **dulann Software Applications** covered under the dulann Partner Agreement include:
 - i. Environmental, Health & Safety (EHS)
 - ii. Learning Management (LMS)
 - iii. Quality Management (QMS)
 - iv. Maintenance Management (MMS)
 - v. Environmental, Social, Governance (ESG)

Each of the above dulann Software Applications have multiple **dulann Software Modules** such as “Contractor Management Module” or “Training Management Module”. All dulann Software Modules under the above dulann Software Applications, are included in the dulann Partner Agreement.

- vi. **dulann Software Modules** can be added or removed from each dulann Software Application based on client need and budget. A full list of all modules is available on <https://www.dulann.com/>

- b. **dulann Software Applications Financials.** dulann Software Applications is a Software as a Service product (SaaS), which is licensed to the customer on a subscription basis. The rate of commission paid to the dulann Partner by dulann, is 25% of the first contract value (Subject to terms and conditions).

The dulann Partner does not earn commission on renewals, however the dulann Partner is entitled to submit multiple leads for the same client i.e. the

dulann Partner can submit a lead for each one of the dulann Software Applications if applicable.

- i. Commission is earned and paid on the same terms as entered into with the client on a back to back arrangement.
 - ii. Please note that the RRP is subject to change, and is at the sole discretion of dulann Ltd. Prices do vary depending on the number of dulann Software Applications required, number of dulann Software Modules required etc.
- c. **Minimum Targets.** There are **no** minimum lead requirements.
- d. **dulann Partner Workflow** is a structured process which ensures quality of service and excellent communication between all parties. In order to lock in commission, the dulann Partner must follow the agreed processes as follows:
 - i. Partner submits a “BANT Qualified” Lead into Salesforce (Budget, Authority, Need, Timeline). This data entry process takes between 5 & 10 minutes.
 - ii. At the same time as logging the BANT Qualified lead, the Partner confirms the Technical Sales Meeting date and time between client and dulann Technical Sales Team. To facilitate this, the dulann Partner is provided with a calendly link (or similar).
 - iii. dulann validates the lead at the client technical sales meeting and the dulann Partner receives a unique Lead ID number.
 - iv. dulann manages the sales process, and the dulann partner has full visibility on the stages of the sales process, including potential close date and commission to be earned.
 - v. dulann activates client.
 - vi. dulann onboards client.
 - vii. dulann provides hosting and maintenance.
 - viii. dulann invoices client.
 - ix. dulann provides client support (if procured).
 - x. dulann Partner invoices dulann.
 - xi. dulann Partner receives commission.
- e. **Service Exclusions.**
 - i. The following products and services earn commission at 10%:
 1. any bespoke/customised software development.
 2. any bespoke/customised course building.
 3. any additional support or training required by the client.
 4. Any other service not listed in this agreement.
 - ii. Public Sector Tenders are specifically excluded.
- f. **Subject Matter Experts.** dulann provide IT services. dulann do **NOT** consider themselves as subject matter experts in any other service provision. Any service associated with subject matter expertise in anything other than IT provision is entirely for the dulann Partner / Customer.

- g. **Competition.** As dulann Partners earn commission based on specific dulann Software Application “Leads”, this means that no dulann Partner will be competing against another dulann Partner, and it also means that dulann Ltd will also not be competing with Partners. The Partner that first logs a technical sales meeting for that lead, is the one that earns commission if secured.

5.2 COMPLEMENTARY NON COMPETING PARTNER SERVICES dulann Partners are entitled to charge clients directly for any additional EHS consultancy, classroom training, and/or contract EHS activity that is required. dulann partners are licensed to use the dulann Compliance Management System of the client to provide those ancillary and complementary EHS Services (subject to client granting approval). NO fee note is required to dulann for any service that is not associated with a dulann product or service.

5.3 DULANN ELEARNING. dulann design, build, host and maintain a suite of interactive SCORM compliant eLearning courses.

A. Partners are licensed to resell this suite of courses. Commission is due at a rate to be agreed between the parties.

B. Partners are licensed to sell customised and bespoke dulann eLearning solutions at a commission rate of 10%.

C. dulann Partners are **not** prohibited from reselling a competitor's eLearning courses.

D. dulann Partners are allowed to create and sell their own eLearning courses, but are not allowed to place any directly competing eLearning course on the dulann Compliance Management System.

E. **Third Party eLearning.** dulann Partners may place non competing third party eLearning Courses on the Learning Management System. To cover hosting, maintenance and storage, a fee note of €5 is applied for every enrolment on these courses.

F. dulann Partners as the EHS subject matter expert, are required to sign off on all course content from any provider including dulann & dulann Compliance Solutions.

6. dulann Partner Licence Fee. No License Fee applies.

7. INTELLECTUAL PROPERTY

dulann & dulann Compliance Solutions grants to the dulann Partner all rights to use the trademarks, copyrights, literature, logos, know-how, analysis techniques and other intellectual property of this Agreement, subject to the restrictions outlined in this Partner Agreement.

The dulann Partner shall not use the Intellectual Property in any way so as to invalidate any registration requirements or permit the use of the Intellectual Property by any third parties.

The permission granted by dulann to the dulann Partner in respect of the use of the Intellectual Property belonging to dulann exists only for the duration of the contract period.

The ownership of all Intellectual Property of materials provided to the dulann Partner, or clients of the dulann Partner remains with dulann & dulann Compliance Solutions, unless by prior written agreement with dulann.

8. CONFIDENTIALITY

All terms of this Agreement, materials, documentation and methodologies observed or gathered by the dulann Partner from any dulann office, related office or from the client base of either the dulann Partner's clients, or the clients of another Dulann office, or related office and all information relating to the dulann Partner shall be kept confidential by the dulann Partner for the term of the dulann Partner Agreement and for a period of five years from the date of termination of this Agreement unless disclosure is required by law in the jurisdiction of this Agreement.

Confidential information includes, but is not limited to, financial, marketing, sales, trade and technical data.

The dulann Partner shall put in place a confidentiality agreement similar to this for any employees or contractors.

9. LIMITATION OF LIABILITY

The dulann Partner agrees to indemnify dulann Ltd & dulann Compliance Solutions SL against all damage, loss or liability suffered by dulann as a result of any actions or omissions of the dulann Partner.

dulann & dulann Compliance Solutions SL shall not be liable to the dulann Partner for any direct or indirect damages whether actual or reasonably foreseen.

The dulann Partner shall indemnify dulann Ltd for fraud, personal injury or death caused by the negligence of the dulann Partner's employees whilst performing their duties in terms of this Agreement. All other liability not expressly assumed within this Agreement is excluded.

dulann Ltd & dulann Compliance Solutions SL and the dulann Partner hereby agree that the limitations and exclusions of liability set out in this Agreement are reasonable.

10. TERMINATION OF THE AGREEMENT

This Agreement may be terminated without prejudice to any right or remedy either party may have against the other with 3 months written notice.

This Agreement may also be terminated immediately without prejudice to any right or remedy either party may have against the other for breach or non-performance of this Agreement if any of the following circumstances arise:

- Either party commits a substantial breach of this Agreement including, but not limited to, non-performance, default or neglect of the duties as specified in this Agreement, the dulann Partner failing to open the outlet as agreed, nonpayment of royalties, licenses or fees, the termination of any license needed for the outlet to function, the conviction of a criminal offence which materially affects the operation of the dulann Partner business, the dulann Partner providing false or misleading information to dulann Ltd, or failure of the dulann Partner to meet the performance criteria as outlined in this agreement.
- Persistent breaches by the dulann Partner of any terms of this Agreement which are not remedied after thirty (30) days' notice of the breach to the defaulting party.
- Where the general conduct of the dulann Partner is likely to have a serious or detrimental effect upon dulann Ltd.
- Where either party is unable or has no reasonable prospects to pay their debts or enters into an Agreement with creditors to the detriment of the Agreement, becomes subject to an administration order, goes into liquidation, has the receiver of any assets appointed or threatens to cease operating the dulann Partner.
- Termination will be immediate upon written notice to the offending party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.
- Upon termination of this Agreement the dulann Partner shall promptly return all documentation relating to the products, services and business activities of the Agreement that have relevance to Dulann.
- Upon termination of this Agreement, the dulann Partner will forego all rights to all benefits connected with Dulann including but not limited to all uses of the Dulann name and logo, access to Dulann online systems and databases, all upgrades to materials, all exclusivity rights, all commission entitlements, all support by whatever means and

access and association to and with all other Dulann dulann Partner office and other related offices.

- In the event that a dulann Partner may wish to terminate this agreement for reasons other than a breach then they may do so with 90 days' written notice.
- In the event of termination, it is agreed that Dulann, in order to ensure continuation of service for clients, have the right, if they so choose, to maintain and/or take over the operation of those clients without liability to the dulann Partner. In such instances the dulann Partner agrees to indemnify Dulann against any actions taken by the client, its agents or employees.
- All terms of this Agreement intended by Dulann to survive any termination of the Agreement shall continue, including, but not limited to, confidentiality and intellectual property conditions.

11. RESTRICTIVE COVENANTS

- At no time during the term of this Agreement will the dulann Partner solicit any client of any other Dulann office, Dulann related office or Dulann Partner. For a period of two years following the termination of this Agreement, the dulann Partner will not solicit any client of any other Dulann office, Dulann related office or Dulann Partner for any competing business purposes.
- The dulann Partner shall not for a period of 24 months after the termination of this Agreement be directly or indirectly involved with a third-party business that competes with Dulann or any other Dulann Partner. This includes, but is not limited to, the development, promotion, sale or supply of any products or services that compete with the products and services of Dulann covered under this dulann Partner Agreement.
- For the purposes of clarity, The dulann Partner may resell competing multi tenanted Learning Management System services to smaller clients under 100 users.
- The dulann Partner shall not disclose any information or copy any part of the dulann Partner Manual to any third party at any time after the termination.

12. NOTICES

Any notice required to be given by either party to the other may be sent by recorded postal delivery to the registered offices.

13. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action. If such delay or failure continues for a period of at least 30 days, then the party not subject to the force will be entitled to terminate the Agreement by written notice to the other.

14. WAIVER

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

15. ASSIGNMENT

This Agreement is personal to the parties and neither this Agreement or any rights, licenses or obligations hereunder may be assigned to a third party by either party without the prior written approval of the other party.

16. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous Agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

17. INDEPENDENT ADVICE

The dulann Partner acknowledges to have been advised by Dulann to take independent professional advice on the terms of this Agreement prior to entering into this Agreement.

18. SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19. SET-OFF

The dulann Partner is prohibited from withholding any monies due to Dulann on the grounds that they are due to receive monies owed by Dulann.

20. GENERAL

- The Schedules to this Agreement constitute an integral part thereof.
- No addition or modification of any clause or term of this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised

representatives. Reference to any Statutory Provision in this Agreement shall include any future Statutory Provisions which amend or replace it.

- dulann Partner agrees to provide references to other potential dulann Partners on an occasional basis as and when required. Such references shall remain confidential between the dulann Partner and the individual making the enquiry.
- It is not allowed for the dulann Partner to introduce a local Dulann website or local dulann social media presence.
- The dulann Partner agrees to allow dulann to promote the Partnership using among other things the dulann Partner Name, imagery, case studies etc.
- All training materials provided by Dulann are copyrighted and may not be sold or transferred in any way by dulann Partner, dulann Partner acquaintances or any dulann Partner related company. Dulann owns the intellectual property rights to the logo and trading name and for as long as this Agreement remains in force, Dulann hereby grants to the dulann Partner a non-exclusive licence to use, reproduce and copy all such materials as may be reasonably required in the dulann Partner's Dulann business.
- dulann Partners are encouraged to attend dulann information events, however these are NOT mandatory.
- For the purposes of clarity, dulann Partners NOT expected to attend monthly meetings and are NOT required to submit monthly KPI audits.

21. JURISDICTION AND GOVERNING LAW

- It is agreed that this Agreement constitutes the entire understanding of the relationship between Dulann and dulann Partner and supersedes all other written and verbal understandings thereof.
- The Laws of the Republic of Ireland shall govern this Agreement.