

NETWORK MEMBER AGREEMENT - EXIT AGREEMENT (EXIT BY NOTICE)

You (and Principal if any) and EB are the parties to the NMA (as defined below). Under that NMA, you have the right to terminate the NMA by notice after the Initial Period End Date. This Agreement is your notice to terminate the NMA and reinforces the provisions that apply after the date of termination. This Agreement is made up of this Front Sheet and the Exit Terms, which are incorporated and form part of this Agreement and have been provided to you with or prior to the date of this Agreement.

Specific Details			
Date of NMA:	[Date]	Document Costs:	£ [] + VAT if applicable
Exit Date:	[Date]		
Transferee (nominated Person to take over contracts and Products):	[Details]		
Notes or additional terms or variations agreed by the parties:			

SIGNATURE AND ACCEPTANCE OF THIS AGREEMENT

You must read all this Agreement and the NMA referred to in it carefully prior to signing this Agreement and are deemed to have done so. This Agreement will create legally binding obligations and have ongoing legal consequences and confirm ongoing restrictions on you. You are advised that you may wish to take appropriate independent legal or other professional advice and will be assumed to have done so. If you have any questions contact Eazi-Business Ltd before signing.

Signature and Acceptance of this Agreement by Eazi-Business Ltd ("EB")			
Signed and executed for and on behalf of EB by the person set out below who is an authorised signatory of EB:			
Signed:		Signatory Printed Name:	
Signature and Acceptance of this Agreement by You [adapt and paste from NMA]			
[Paste and adapt signature clauses from the NMA, updating them but otherwise only using the correct company or sole trader and parts that were filled in.]			
[to be pasted in and adapted and updated]			
Date of Execution of this Agreement			
Date:			

EAZI-BUSINESS EXIT TERMS

You (and Principal, if any) and EB are the parties to the NMA under which you have operated Your EB Business. You wish to terminate the NMA and cease Your EB Business for your own reasons. At your request, the parties have therefore agreed to terminate the NMA on mutually acceptable terms as set out in this Agreement. Each reference to you is deemed to mean “you and Principal” if there is or are one or more Principal parties to the NMA.

Your attention is drawn to clause 3.4 and to the clauses and terms that it incorporates by cross-reference to the NMA

1. TERMINATION OF NMA

- 1.1. The NMA continues to apply until the Exit Date and you agree to comply with it fully until that date.
- 1.2. The parties agree and confirm that the NMA is terminated from the Exit Date and that the parties have no further obligations under the NMA from that date except in relation to the obligations and restrictions that are stated to continue to apply to you after termination or as set out in this Agreement.
- 1.3. You acknowledge that from the Exit Date, your licence to operate Your EB Business terminates and you and Principal have no further interest in Your EB Business from that date. Transferee owns all benefits and payments from clients and Apps from Your EB Business and may take over Your EB Business and its clients and Apps from the Exit Date and may contact the clients and operate Your EB Business, or (if Transferee is EB) sell it or transfer it to a new licensee in each case without liability to you and without any payment or compensation of any kind being due to you.

2. RELEASE BY EB AND PAYMENT OF COSTS

- 2.1. EB releases you from the following with effect from the Exit Date:
 - a) the obligation to pay future fees to EB other than those that are already due under the NMA or relate to the period up to and including the Exit Date;
 - b) the obligation to continue Your EB Business.
- 2.2. You will reimburse to EB by the Exit Date (using the payment method Specified by EB) the Document Costs.

3. TRANSFER OF CONTRACTS AND PRODUCTS, CONTINUING OBLIGATIONS AND RESTRICTIONS

- 3.1. You and Principal will continue to be bound by the NMA in relation to any unpaid fees or any other sums that are due to EB in relation to the period prior to the Exit Date and will pay these as soon as they are due or would otherwise be due under the NMA or any supply terms (or by the Exit Date if sooner).
- 3.2. You continue to be responsible for all debts, claims, liabilities and sums due to suppliers, software or service licensors or third parties connected with Your EB Business or you that relate to the period prior to the Exit Date and agree to pay all of these when due.
- 3.3. You agree to notify EB of any changes to your contact details for at least 12 months after the Exit Date.

- 3.4. You undertake to comply with all provisions of the NMA that are stated to or by their nature are intended to continue to apply after termination including as examples only all provisions referring to confidentiality, restrictions, exit, termination, effects of termination and transfer of contracts each of which applies as if repeated in full in this Agreement with the Exit Date as the termination date and also as the deadline for completion of all payments due, transfer of contracts to Transferee, return or destruction or deletion of Confidential Information and Printed Material / Branded Material.

- 3.5. To the extent Specified by EB and in relation to the contracts and Products Specified by EB, you now assign and novate to Transferee with effect from the Exit Date all contracts with clients of Your EB Business (or that were clients prior to the termination of the NMA) and will ensure that any payments received from clients after the Exit Date relating to Your EB Business or Apps are paid to Transferee immediately without deduction or set-off. You undertake to comply with all terms of the NMA in relation to notification to EB of access and log-in details and client and Product details to enable Transferee to take over management of Products and receipt of the benefit of client contracts and payments.

- 3.6. As part of your ongoing confidentiality obligations under the NMA, you agree not to disclose any of the contents of this Agreement, or anything relating to your exit from the EB Network with anyone other than, if applicable, your lawyer or other professional advisors. You also agree at all times after the date of this Agreement not to make any public negative statements related to EB or its business nor to damage the reputation, goodwill or any brand names of EB, Your EB Business or any other member of the EB Network nor do (directly or indirectly) or say anything that may do so.

- 3.7. You further undertake not to contact any of the clients or potential clients of Your EB Business nor any actual or potential members of the EB Network from the date of this Agreement and not to inform any of them of your exit or related circumstances. EB or Transferee may at its discretion contact any of these.

4. MUTUAL WAIVER OF CLAIMS

- 4.1. EB, you and Principal each irrevocably waive any rights or claims that it, you or he may have against each other and release and discharge each other from all prior,

potential or actual claims, liabilities and demands in relation to the NMA or the termination of the NMA or otherwise arising out of the relationship between the parties prior to the date of this Agreement. As exceptions to the preceding sentence there is no waiver of fees or of payments for services or supplies bought or ordered prior to the date of this NMA and in the case of EB there are no waivers of its rights and claims in relation to your ongoing obligations and restrictions referred to in this Agreement. The parties acknowledge that their waivers and releases are reasonable in their context.

5. MISCELLANEOUS

- 5.1. This Agreement is personal to you and is Confidential Information (which means that amongst other things it may not be disclosed or discussed with other members of the EB Network) is not transferable or assignable.
- 5.2. Notices or communications under this Agreement may be served or sent in the same manner and subject to the same terms as set out for notices in the NMA.
- 5.3. Neither you nor any Principal may assign this Agreement

or any of your rights or obligations under it. EB may assign this Agreement or any or all of its rights and obligations under it to anyone to whom EB assigns the NMA.

- 5.4. If any part of this Agreement is illegal, invalid, void, voidable or unenforceable in any jurisdiction, its enforceability in any other jurisdiction shall not be affected and nor shall the validity or enforceability of any other provision of this Agreement.
- 5.5. This Agreement does not create any benefit or rights enforceable by anyone not a party to it except that a transferee, assignee or successor under the terms of this Agreement is deemed to be a party. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.
- 5.6. This Agreement and the NMA together contain the entire agreement and understanding of the parties with respect to its subject matter.
- 5.7. This Agreement shall be read, construed and take effect as an agreement made under the laws of England and Wales subject to exclusive jurisdiction of English Courts.

6. INTERPRETATION

- 6.1. In this Agreement, except where the context requires otherwise: defined terms are indicated by use of initial capital letters; words or phrases defined anywhere in this Agreement have the same meaning throughout this Agreement; words or phrases defined in the NMA have the same meaning in this Agreement; words denoting any gender include all genders; words denoting the singular include the plural and vice versa; if there is more than one of you then each reference to you and each obligation on you shall apply jointly and severally to each of you; if there is more than one Principal each reference to Principal and each obligation on Principal shall apply jointly and severally to each Principal.
- 6.2. If this Agreement has been translated into any language other than English, in the event of any uncertainty or conflict in interpretation or otherwise, the English language version of this Agreement shall prevail in all circumstances.
- 6.3. Any reference to a prohibited action or restriction on you or Principal also includes an obligation on you and any Principal not to permit, authorise or license any other Person to carry out the prohibited action or break the restriction. All obligations, prohibitions, restrictions and provisions of this Agreement or the NMA are to be interpreted as being limited in each case by the additional words "to the extent permitted by and in accordance with all applicable legislation".
- 6.4. In this Agreement the defined terms below mean as follows:
 - a) **"Document Costs"** means the amount to be reimbursed to EB for administration and document preparation, being the sum set out as such in the Specific Details section of this Agreement;
 - b) **"EB"** means Eazi-Business Ltd, a company registered in England and Wales with registered number 08364226 and registered office at The Old School House, 65A London Rd, Oadby, Leicester LE2 5DN, UK;
 - c) **"NMA"** means the Network Member Agreement between the parties to this Agreement (although "EB" may have been referred to as "EB" in the NMA) that was signed on the date set out in the Specific Details section of this Agreement;
 - d) **"Principal"** means the person or people (if any) set out as such in the front sheet of this Agreement;
 - e) **"Products"** means as defined in the NMA, unless it is not defined in the NMA in which case it means "Apps" and / or "Sites" if they are defined in the NMA;
 - f) **"Transferee"** means the Person set out in the front sheet of this Agreement that EB now notifies as being the Person to take over the contracts and Products of Your EB Business from the Exit Date;
 - g) **"You"** means and refers to the person or company set out as such in the front sheet of this Agreement and "your" means of that person or company.