

## Distributor Agreement

This Agreement is made and entered into by and between ABCD spol. s r.o. (registered in the Czech Republic under 99999999), a Czech company with a principal place of business at Street 30, Town, 000 00, Czech Republic ("ABCD") and Distributor ("Distributor") as set forth below.

<b>Distributor:</b>	_____	<b>Telephone:</b>	_____
<b>Address:</b>	_____	<b>Fax:</b>	_____
	_____	<b>E-mail:</b>	_____
	_____	<b>Registered</b>	
		<b>under:</b>	_____
		<b>Authorised</b>	
		<b>Representative:</b>	_____

<b>ABCD</b>		<b>Distributor</b>	
<b>By:</b>	_____	<b>By:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
	(printed)		(printed)
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

### General Terms and Conditions

#### 1. Definitions

- (a) "*Distributor*" means a company, group, or organisation that is completely independent from ABCD and who will distribute the Software Products. The term does not imply any commercial relationship with ABCD other than that described in this Agreement.
- (b) "*Agreement*" means this Agreement, fully executed by the parties, which includes all Attachments.
- (c) "*Attachments*" means addenda, including any exhibits or schedules to this Agreement describing the Software Products, fees, and any special terms and conditions pertaining to this Agreement.
- (d) Taxes. All amounts payable by Distributor to ABCD under this Agreement are exclusive of any tax, withholding tax, levy, or similar governmental charge that may be assessed by any jurisdiction in the Territory. Should any Taxes be due, Distributor agrees to pay such Taxes and indemnify ABCD for any claim for such Taxes demanded. Distributor shall make no deduction from any Product fees owed to ABCD for any Taxes. Distributor covenants to ABCD that all Software Products distributed hereunder will be in the ordinary course of Distributor's business, and Distributor agrees to provide ABCD with appropriate information and/or documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any Taxes.

**EXHIBIT A**  
**End-User Licence Agreement**