



## ANNEX- Technical and financial terms of co-operation

### 1. Terminology

1. The **COMPANY** is the provider of the **HELLO! PRODUCT** , an advanced software and IoT for HoReCa real time messaging and communication platform
2. The **PARTNER** is a business entity, partnering with **COMPANY** and selling, promoting and technically supporting hello! in a given area country
3. The **SITE** is a HoReCa premise, chain or distributor (restaurant, care, bar, hotel, beach, ship, etc.) in the same area/ country as the **PARTNER** that plans to install **HELLO!**

Below, the basic provisions for the contract between the **COMPANY** and the **PARTNER** are described.

### 2. Key contract provisions on sales

1. **Sales will be invoiced by the PARTNER to the SITE.** The **PARTNER** may charge VAT to the **SITE** according to the local provisions. Follow below the details for the various **HELLO!** Components

### 3. **HELLO!** installation fee (once)

**COMPANY 60%, PARTNER 40%**

**This applies to all modules that are provisionally priced [2017] at 400E each. End prices may be agreed in consultation among the two parties.** The modules can also be **tested by the SITE at no cost and for a period of a month.** After that it will need to transfer the payment to the **PARTNER** (400E per module plus the local VAT). Failure to transfer the **SITE** payment in 30 days will result to the deactivation of the **MODULE** at the **SITE**.

- **The PARTNER will pay to the COMPANY within a month after he has received the payment from the SITE the 60% of the amount.** As an example, for the sales of two modules the **PARTNER** will receive 800E + VAT from the **SITE** and will transfer 480E to to **COMPANY**

### 4. Yearly **HELLO!** support fees and purchase of new / replacement of old tags

**COMPANY 70%, PARTNER 30%**

The support and update of **HELLO!** comes at a yearly fee based

- on the tags installed (TAG PLAN)
- the sales conducted over HELLO! in the case of catering business (LOGIN PLAN 1)
- the users logged in the system (LOGIN PLAN 2)

For example the TAG PLAN in 2017 is priced as:

- 2E/ tag/ year up to 200 tags
- 1,5 E/tag/ year from 200- 1000
- 1 E/ tag/ year for 1000+ tags



**End prices may be agreed in consultation among the two parties.**

As postage and tags purchase is involved here the **PARTNER** will have to pay back to the **COMPANY** the 70% of the EXTENSION sales to the **SITE**. Example: If a **SITE** has 1000 tags installed the yearly cost for it will be

$$2 * 200 + 1.5 * 800 = 1200E$$

- **the PARTNER will invoice yearly the SITE for 1200E** (20 x 15) and notify the **COMPANY**
- **The COMPANY will invoice yearly the PARTNER for the 70% = 840E.** It will also activate them in the database allowing the **SITE** to easily set them up in this premise.

New/ replacement tags are priced at 5E each and the fee is split as above.

5. Yearly **HELLO!** support fees  
**COMPANY 0%, PARTNER 100%**

The **SITE** may require specific services such as catalog language translations, etc. The **PARTNER** must be competent in providing such solutions. They will receive 100% the fee charged; The **COMPANY** will not be involved in any way in these transactions.

6. Real time modules  
**COMPANY 80%, PARTNER 20%**

There are several **HELLO!** modules that report on real time **SITE** information. **HELLO!** has unique capabilities in Internet of things technology and this is an important advantage that will more and more show as time goes by.

These modules require some hardware to be installed; they will not work just on their own, as pure software. Thus, the cost of such a module will include **in addition** also the cost of this hardware. **This is low cost and wireless data networking hardware** and its pricing is explained in the WT pricing/ catalog that can be found on line at [www.wirelessthings.biz/docs/leaflet\\_en.pdf](http://www.wirelessthings.biz/docs/leaflet_en.pdf)

As there are many more costs in the provision of this hardware, the installation of these WT hardware modules necessary for the above **HELLO!** modules to work **will now be distributed as 80/ 20 between HELLO! and the PARTNER. The invoicing process is to be decided flexibly at any given moment**

7. Co-operation set-up issues

Before launching **HELLO!** In a given area/ country the following activities must be carried out

1. **The PARTNER will co-operate with the COMPANY to provide a translation** in the local country language. The translation is necessary
  1. for the **HELLO! user** application (used by all **SITE HELLO!** users)
  2. for the **HELLO! admin** application (used by the **SITE** administrator)
  3. for the **HELLO! server** application (used by the **SITE** administrator)



4. for the **HELLO! assistant** application (used by the **SITE** assistants)
5. Here is the workflow to complete this translation
  1. The **COMPANY** will send the files that need to be translated
  2. The **PARTNER** will return the translated text
  3. The **COMPANY** will upload the texts on line
  4. The **PARTNER** will login to the validate and make corrections to make sure that everything is ok.
2. **The COMPANY will send at his own cost 5 NFC/ QR tags to the PARTNER and will set them up in his central database.** The **PARTNER** will be able to experiment and understand the many customization features of **HELLO!** This is essential for the training of the **PARTNER**. **This tag/ user set-up process will be repeated for all installations as SITES.** It is good for the **PARTNER** to know how this works (even if he will not be required to make any technical setups; this will be done by **HELLO!**).

## 8. **SITE** Testing

Any **SITE** may request to test some modules free of any charge. For this cost the **SITE** will receive 20 ready-to-go tags. The **SITE** with the assistance of the **PARTNER** may set the tags up to his premise and test them. After the month the **SITE** will have to decide if he will keep the installation or not.

- **If the SITE decides to keep the installation,** the above provisions for sales will apply.
- **If the SITE decides not to keep the installation,** the **SITE** installation will be deactivated, the tags used for testing will not be returned back to the **COMPANY** , the **SITE** is removed from the database; if the **SITE** later decides to use **HELLO!** these tags will no be anymore usable.