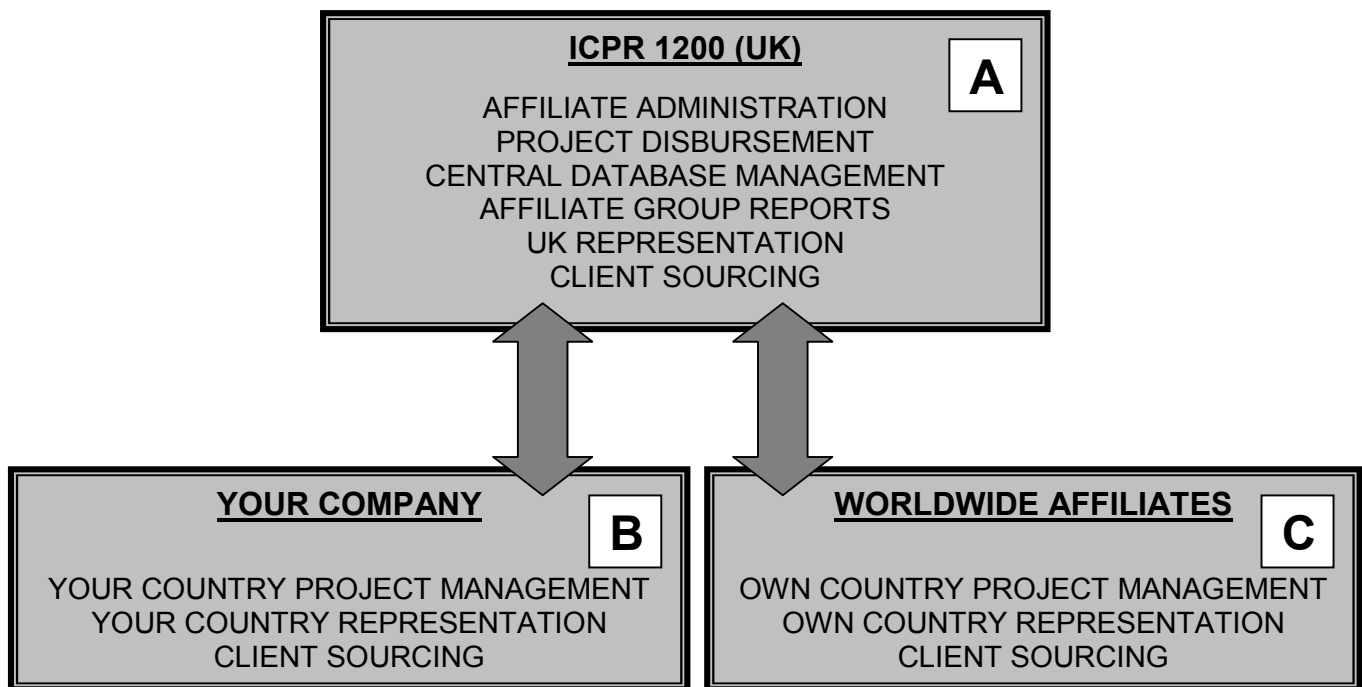


- : AFFILIATE PROGRAMME OVERVIEW : -



FEE DISBURSEMENT

A (10%) → B (90%)
 B (10%) → A (90%)
 C (10%) → A (90%)
 A (10%) → C (90%)
 B/C (5%) → A (5%) → B/C (90%)

DOMESTIC ACTIVITIES :



Domestic activities are not subject to any reporting requirements to ICPR 1200 Limited, however, codes of conduct and integrity are expected to be followed.

Maintain autonomy;
 Maintain independent fees;
 Maintain domestic client base;
 Maintain domestic marketing;
 Maintain domestic business plan;

ICPR 1200 AFFILIATE NETWORK PROCESS :

Marketing :

ICPR 1200 will actively promote the entire affiliate network in all marketing activities, such as targeted communications, independent promotional materials, media sources and professional association partners.

Opportunities may be presented to affiliates to participate in collective marketing efforts, such as international advertisements.

Affiliates are expected to actively promote the international business development opportunities of the ICPR 1200 network in their independent client sourcing activities in conjunction with their own market offerings.

- : AFFILIATE PROGRAMME OVERVIEW : -

ICPR 1200 AFFILIATE NETWORK PROCESS (continued) :

Client Sourcing : All sourced clients should be vetted prior to introduction to the ICPR 1200 network, though additional vetting by ICPR 1200 will be undertaken.

Minimum annual client sourcing targets will not be imposed, however, performance records will be maintained by ICPR 1200 and alternative affiliates sought in the event of non-performance.

Industry Sectors : Most industry sectors can be covered within the client base, with preference toward tangible products and 100% ownership of intangible products. However, ICPR 1200 has no wish to provide assistance to resellers, peddlers of financial products, recruitment agencies or any form of localized automated internet service.

It is important for each affiliate to understand that the integrity of the ICPR 1200 network will be based largely upon the clients we work with, and any client deemed to be of a dubious nature will be rejected, and potentially the affiliate also.

Services : Each affiliate will maintain their own range of specialist services targeted toward their own territory.

Each affiliate should undertake any relevant follow-up, customer satisfaction, activities in support of sourced clients to the ICPR 1200 network from within their territory, and report any issues to ICPR 1200 for immediate action.

Each affiliate will be expected to provide own territory representation services and, where possible, offerings in the appointment of Non-Executive Directors.

Affiliates may outsource certain activities within their own territory (i.e. appointments, company formation, legal services etc.), on the understanding that any issues resulting from such activity will not be deemed separate from the affiliate.

Fees : Each affiliate will be responsible for maintaining their own fee structure, and any commissions to be received will be based from this fee structure.

Fees relating to annual rolling contracts (i.e. country representation, Non-Executive contracts etc.) will be subject to rolling commissions as detailed on the previous page.

ICPR 1200 will maintain a record of all fees generated through the affiliate system, including any outstanding accounts payable, and report such to the affiliates on an annual basis.

Commissions will be payable immediately upon receipt of funds from client.

Any disputes will be subject to final action at this time.

Risk : Each affiliate is responsible for managing their own risk. This may be mitigated through indemnity insurance (highly recommended), but at the very least will be subject to per-project insurance cover.

Proof of insurance will be required by ICPR 1200.

Note : ICPR 1200 Limited maintains an indemnity insurance policy to a limit of £1 million through Hiscox Insurance, covering all territories except the US and Canada.

Discretion : Each affiliate operates under its own discretion and may reject any opportunity presented through the ICPR 1200 network, providing a suitable reason may be offered.

Inclusion : ICPR 1200 is not an international standards organization nor an autocracy. We value the input and recommendations of all affiliates, whether in terms of policy, efficiency or any form of operational improvement. Please feel free to make your suggestions known.

- : AFFILIATE APPLICATION FORM : -

Company Name :			
Designated Personnel (only 2 designated members per company) :			
Contact # 1	Name :	Position :	
Contact # 2	Name :	Position :	
Company Address :			
Country :		Postcode :	
Contact Details (E-mail addresses must be included and be direct to designated contact) :			
Contact # 1	E-Mail :	Tel :	
Contact # 2	E-Mail :	Tel :	
Company Website (must be included) :		http://	
Company Description : (brief overview – Inc. ownership / staff / activities / registration number / accreditation etc. max. 200 words)			
Service Assistance Capability :			
International Business Development Assistance		YES / NO	
Distribution Source Assistance		YES / NO	
Purchasing (Procurement) Source Assistance		YES / NO	
M&A / JV Source Assistance		YES / NO	
Market Entrance Consulting		YES / NO	
Country Representation		YES / NO	
Non-Executive Appointments		YES / NO	
Recruitment		YES / NO	
Translation Services		YES / NO	
Project Services		YES / NO	
Other (please use company description to specify)		YES / NO	
Regions / Industries Covered :			
Regions :		Industry Specialties :	
Supporting Data (important) :			
Employees :		Capital :	
Indemnity Cover :			
Any Other Appropriate Data (state) :			

Important terms and conditions of affiliation follow. These terms and conditions must be agreed to in order to proceed with application.

International Corporate Partner Resource 1200 Limited

AFFILIATION TERMS & CONDITIONS

A. Eligibility for affiliation to ICPR 1200 Limited must satisfy the following criteria:-

- i. The company must have been trading for at least 12 months;
- ii. The company must have a current website;
- iii. The company may only be applying for one registered business, i.e. applications will not cover a group of companies;
- iv. The company must designate 2 contacts, and only these 2 designated contacts may request the services of ICPR 1200 Limited (designated contacts may be changed with 1 months notice, but will always equal 2 contacts at all times);
- v. The company must not be the subject of any legal proceeding or litigation that may bring ICPR 1200 Limited or its membership and affiliates into disrepute (e.g. payment disputes, reverse engineering disputes, ethical disputes etc.);
- vi. The company must not be conducting illegal, unethical or immoral activities.
- vii. The company must be able to meet the requirements for requests of services (e.g. consulting expertise, own territory expertise etc.).

B. Companies satisfying eligibility will be electronically issued with a certificate of affiliation:-

- i. Affiliation will only apply to the business that trades at the premises named in the certificate of affiliation. In order to remain an affiliate of ICPR 1200 Limited you must renew your affiliation each year;
- ii. The certificate will remain the property of ICPR 1200 Limited and must be disposed if for any reason you cease to be an affiliate;
- iii. Affiliation to ICPR 1200 Limited will initiate from the date of issuance of the electronic certificate of affiliation and be valid for 1 year;
- iv. Commission fees to ICPR 1200 Limited, or any of its affiliates, will be reviewed annually, and notification provided in the event of outstanding fees.

C. ICPR 1200 Limited reserves the right to audit affiliates procedures and practices resulting from services provided through ICPR 1200 Limited:-

- i. ICPR 1200 Limited will check that affiliate complies with our terms and conditions at our discretion;
- ii. ICPR 1200 Limited will check that affiliate business documents and advertisements in support of ICPR 1200 Limited services complies with Consumer Protection legislation;
- iii. ICPR 1200 Limited may require affiliate to advise us of any legal requirements appropriate to the business of the affiliate (e.g. Standards Certification) and how you comply;
- iv. ICPR 1200 Limited may confirm affiliates additional memberships to organisations claimed to be registered;
- v. ICPR 1200 Limited may carry out checks for any criminal offences or Court Judgements that may be listed against affiliate or designated contacts. If any are identified this will not affect the affiliate application or continued affiliation unless it is of a nature that in our judgement would render the affiliate unsuitable;
- vi. ICPR 1200 Limited may check to see if any complaints have been logged against affiliate or its designated contacts;
- vii. ICPR 1200 Limited may conduct 'mystery shopping' and monitor affiliate business activities in any other unobtrusive way we feel appropriate.
- viii. ICPR 1200 Limited reserves the right at any reasonable time to audit any part of the publicly documented systems of affiliate business;

Note : *Approving your business does not mean that your products and services fully meet legal requirements.*

D. Refusal or withdrawal of affiliation:-

- i. Affiliation may be refused if a check reveals issues that cannot easily be resolved or would in any way adversely affect the integrity of ICPR 1200 Limited and its members/clients and affiliates;
- ii. Affiliation may be withdrawn if significant issues are revealed on re-check that cannot easily be resolved;

- iii. Affiliation may be withdrawn if we become aware of justified complaints in which members/clients, consumers or other affiliates have suffered significant detriment;
- iv. Where affiliation is refused or withdrawn our reasons will be set out in writing;
- v. If ICPR 1200 Limited withdraws affiliation we may publish the fact that we have done so to members/clients and other affiliates, and the reasons why, at our discretion.

E. Affiliates may advertise affiliation of ICPR 1200 Limited:-

- i. To advertise affiliation of ICPR 1200 Limited, affiliates may use documents and logos relating to it on vehicles, business premises, business documents, and via any other media;
- ii. Affiliates should not use documents or logos relating to ICPR 1200 Limited in any form when you cease to be an affiliate;
- iii. Affiliates may not claim that ICPR 1200 Limited recommend your business unless expressly granted permission.

F. ICPR 1200 Limited will utilise affiliate details:-

- i. Affiliate business details will be recorded on a register and only made available to members deemed appropriate for requested opportunities under the services of ICPR 1200 Limited membership;
- ii. Affiliate contact details will only be made available to members after initial agreement of interest has been established;
- iii. ICPR 1200 Limited will not utilise affiliate details through any 3rd Party, unless expressly granted permission by the affiliate.

G. ICPR 1200 Limited commitment:-

ICPR 1200 Limited will:

- i. Review the performance of affiliates each year;
- ii. Review the policies and terms and conditions of affiliation each year;
- iv. Collate and analyse ICPR 1200 Limited members/clients feedback information. ICPR 1200 Limited will then send any relevant and appropriate individual results to the appropriate individual affiliate;
- v. Comply with our enforcement policy in dealing with any contravention of consumer protection or other relevant law;
- vi. Investigate any complaints that fall within ICPR 1200 Limited statutory powers fairly and promptly;
- vii. Either assist with (where resources allow) or provide information and advice to affiliate on consumer protection legislation and consumer rights, if asked to do so;
- viii. Provide appropriate advice to affiliate who is trying to deal with a customer complaint relevant to the services provided by ICPR 1200 Limited;
- ix. Where ICPR 1200 Limited is asked to give advice to a customer who makes a complaint about any affiliate we will do so fairly and impartially. ICPR 1200 Limited will also discuss the complaint with the affiliate (advice to the customer may include referral to an external body such as a trade association to negotiate between the affiliate and the customer);
- x. ICPR 1200 Limited will conduct all communications in writing (e.g. e-mail, word/pdf. attachment) whether general advice or as part of the services. This policy ensures advice may be utilised in reference or as evidence of such communication. Telephone discussion may take place where deemed appropriate. Face-to-face communication (i.e. visits) will be subject to need and financing outside of affiliation entitlement.
- xi. Comply with the law governed by English Law and the English Courts in relation to any dispute connected to ICPR 1200 Limited services.

H. Affiliate commitment:-

By applying for affiliation to ICPR 1200 Limited, you agree to:

- i. Provide ICPR 1200 Limited with the full details of the owners, trading names, premises, staffing levels and trade activities of your business;
- ii. Inform ICPR 1200 Limited about any significant changes to the above within 14 days of the change;
- iii. Make all employees aware of your affiliation and their specific responsibilities in this respect;
- iv. Ensure that by any action or default you do not bring yourself or ICPR 1200 Limited into disrepute;
- v. Ensure that appropriate training has been received by anyone in your employ to ensure they are able to meet reasonable customer / partner expectations (you must keep records of training received or certificates and allow us to inspect these at any reasonable time);

- vi. Have, or purchase, public liability insurance in accordance with the risks pertaining to your business and any project to be undertaken relating to ICPR 1200 Limited;
- vii. Follow the terms and conditions of any Code of Practice of any Trade Association of which you are also a member;
- viii. Provide fair and comprehensive contract terms that are in the language of the applicable jurisdiction and preferably, where appropriate, also in plain English for international legal purposes.

I. Have an effective customer complaint procedure which:-

- i. Should be understood by anyone in the employ of the affiliate who comes into contact with customers / partners;
- ii. Allows affiliate to deal with complaints promptly, politely and fairly;
- iii. Is administered by a named individual with provision for cover in their absence;
- iv. Allows affiliate to make and keep records of all customer / partner complaints for at least 12 months and make them available for ICPR 1200 Limited to review where appropriate;
- v. If affiliate is approached by another Trading Standards department or third party on behalf of a customer / partner member should provide them full co-operation once you have established they are who they say they are and obtained permission to do so from your customer / partner.

International Corporate Partner Resource 1200 Limited

CODE OF CONDUCT

The Code of Conduct applies to affiliate in the appropriate circumstances, but more importantly applies to any client or source of the affiliate introduced to or through the ICPR 1200 Limited system, and will serve as a benchmark of integrity.

1. Supply of goods and services:-

Legal obligations:

- i. Affiliate, or client of affiliate, must be aware of, informed of, and comply with, consumer protection and other relevant territory laws, in particular affiliate, or client of affiliate, must ensure that any descriptions used are accurate and truthful;
- ii. Affiliate, or client of affiliate, must be aware of, and comply with, the law that is designed to protect themselves and their customers / partners;
- iii. Affiliate, or client of affiliate, sales and/or purchasing (procurement) staff must make customers / partners aware of their statutory rights and of affiliate, or client of affiliate, complaints procedure.

2. Guarantees / warranties / contracts:-

- i. Affiliate, or client of affiliate, should not use guarantees / warranties / contracts as a means of avoiding statutory obligations;
- ii. Any guarantees / warranties / contracts offered by the affiliate, or client of affiliate, business should be given in writing and include details on how it can be invoked at any time, and any geographic responsibility sharing limits, and a clear statement that it is in addition to the partners statutory rights;
- iii. Affiliate, or client of affiliate, must make available on request from partners a written copy of any guarantee / warranty / contract for goods or materials that are offered without charge by the supplier, producer or manufacturer;
- iv. Affiliate, or client of affiliate, must not alter the terms of guarantee / warranty / contract without the prior consent of the partner. This includes any period of time between receipt of order and acceptance of delivery (i.e. during production, transit, etc.), unless schedules have been unacceptably altered from that stated within contract;
- v. Affiliate, or client of affiliate, must not pass on statutory territorial obligations to partners without specific prior notification of such potential within contract and advice to mitigate against such.

3. Selling techniques:-

- i. Affiliate, or client of affiliate, should not take advantage of professional knowledge in dealing with customers / partners;
- ii. Affiliate, or client of affiliate, must not use hard-sell techniques to encourage customers / partners to buy goods or services, after sale services or warranties that the affiliate, or client of affiliate, may provide;

4. Information to be provided prior to contract:-

- i. Goods and/or services offered for sale must carry a clear description and price indication;
- ii. Affiliate, or client of affiliate, should wherever possible provide a written statement of the goods intended for sale / supply and any services or work that the affiliate, or client of affiliate, will provide including associated costs and any relevant dates for delivery or completion;
- iii. Whenever practical, the affiliate, or client of affiliate, and partner should sign a written agreement containing the information as outlined above;
- iv. Affiliate, or client of affiliate, should offer partners reasonable flexibility in respect of delivery times or completion dates;
- v. Where it is not possible to provide a quote, a written estimate should be presented which highlights those items where accurate prices cannot be determined. When the actual cost becomes known, if this exceeds the estimate, affiliate, or client of affiliate, should seek permission from the partner before proceeding with the contract, unless an arrangement has been made with the partner beforehand;
- vi. Costs/charges should reflect that which the affiliate, or client of affiliate, partner will expect to pay i.e. include VAT and any other relevant fees. Costs/prices should not be misleading;
- vii. If the affiliate, or client of affiliate, wishes to make any additional charge for a particular method of payment (e.g. cheque, credit card etc.) partners must be made aware of this prior to placing an order;
- viii. If for any reason affiliate, or client of affiliate, wish to change the contract (e.g. supply different goods, delay fulfilment of contract etc.) affiliate, or client of affiliate, must notify the partner ASAP and allow them to cancel (without loss) if they so wish;
- ix. If affiliate, or client of affiliate, wish to rely on pre-formatted or other contract terms these must be made clearly known to the partner and comply with the law relating to unfair contract terms;
- x. Partners should be made aware of any cancellation rights they may hold that are specifically provided by the affiliate, or client of affiliate, or as a right under law. They should also be advised of any obligations should they exercise this right (e.g. the need to return goods etc.);
- xi. Affiliate, or client of affiliate, must provide partners with detailed intentions for usage or resale within the given territory and practical estimated volumes over an agreed period of time (e.g. annually);
- xii. Affiliate, or client of affiliate, must agree to refrain from any actions intended to hinder the partners development within the given territory, including reverse engineering, protectionist activities or fraudulent claims of product / service faults;
- xiii. Affiliate, or client of affiliate, must come to agreement with partners for after sales service responsibilities within the given territory in order that end user perception of the product / service reputation, image, quality is not damaged irretrievably.

5. Information to be provided during fulfilment of the contract:-

- i. Affiliate, or client of affiliate, must not supply or use second hand or reconditioned goods or parts without the approval of the partner;
- ii. Affiliate, or client of affiliate, should keep partners advised of any delays and if necessary offer mutually acceptable alternatives for completion of the contract;
- iii. If affiliate, or client of affiliate, identifies unforeseen work or work that would exceed any quote or estimate provided, the affiliate, or client of affiliate, should not continue without the consent of the partner;
- iv. Where additional work is requested by the partner, the affiliate, or client of affiliate, should make clear any increase in price;
- v. Affiliate, or client of affiliate, should separately detail any additional or unforeseen work with any associated costs on the order form, quote or invoice.
- vi. Affiliate, or client of affiliate, must inform partners of any unforeseen changes in given territory economy that may have an adverse effect to agreed usage or resale activities.

6. Information to be supplied in reasonable time:-

- i. Detailed invoices / receipts should be provided unless the detail has already been included on the order form or in a written quote in which case this may be referenced;

- ii. If any goods / service supplied requires subsequent servicing and these are services that the affiliate, or client of affiliate, is prepared to offer, the affiliate, or client of affiliate, should provide partners with details including costs and accessibility;
- iii. Affiliate, or client of affiliate, should make available to partners, completed 'customer partner feedback forms' where appropriate.

7. Publicity:-

- i. Any brochures or supporting materials affiliate, or client of affiliate, produce should be kept up-to-date. If a brochure or supporting material is not current, affiliate, or client of affiliate, must point out to partners any inaccuracies;
- ii. Affiliate, or client of affiliate, advertising must not be misleading and must be changed or withdrawn if goods or services become unavailable;
- iii. Affiliate, or client of affiliate, must not alter partners brochures or supporting materials to support information gained within the given territory without the express permission of the partner.

8. Disposal of waste:-

- i. Where affiliate, or client of affiliate, need to dispose of waste materials this should be done safely and in compliance with appropriate environmental controls.

As the designated contacts stipulated within this Application Form, we hereby agree to the terms and conditions of the International Corporate Partner Resource ("ICPR") 1200 Limited:

Signature.....
 Name.....
 Position.....
 Company.....

Signature.....
 Name.....
 Position.....
 Company.....

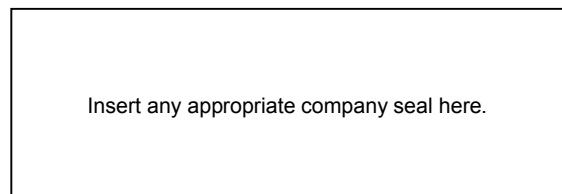
Date (dd/mm/yy).....

Date (dd/mm/yy).....

Where designated contacts are not the same as an authorized signatory, Director or responsible person within the company, please ensure such individual signs below accordingly in order to provide evidence that your company has requested affiliation:

Signature.....
 Name.....
 Position.....
 Company.....

Date (dd/mm/yy).....



Upon the acceptance of eligibility of affiliation, ICPR 1200 Limited will forward the appropriate certificate of affiliation. Affiliation will be for 1 year only and commence from the date of forwarding the certificate.

Send completed application to: application@icpr1200.com

AFFILIATES RECOMMENDATIONS

(Unofficial terms and conditions unless stated otherwise by separate addendum by ICPR 1200 Limited Director or adopted within standard terms and conditions as stated above)

In order that the affiliates of ICPR 1200 Limited are provided the opportunity to participate in the ethical growth of its overall membership, we encourage affiliates to suggest below any alterations or additions to the terms and conditions for consideration: