



Federation Against
Software Theft

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Incentive Payment Agreement

between

Federation Against Software Theft (FAST)

and

Whistle Blower

Introduction

FAST's aim is to reduce the illegal copying of software and or use of software services without the permission of the owner of the technology. Specifically, to lessen the unauthorised use of software and/or services in business environments, for example where the business should have paid but has not. Software developers should be paid for their work in order to continue to innovate with new software programs and services for customers. This is a level playing field for business software users where the software publishers need to monetise their investment.

Why have a Written Agreement?

This document is in order to provide clarity of the bargain terms of the Agreement between you and FAST for a payment.

The Process

When you make a report to FAST about illegal software use, we may need to filter the information you provide to reduce risks. One of the checks could be to sift out unnecessary confidential information which the reported business may object to. In acting properly and prudently, we seek to exclude information which may not be relevant to supporting a claim for illegal software use. Usually we instruct a legal professional such as a barrister or an external solicitors' firm to carry out this task before the information is considered further.

Definitions

In order to provide clarity the following words are defined:

- I. "Agreement" or "Incentive Payment Agreement" means this agreement by which You are agreeing with FAST in accordance with the terms and conditions written in this document.
- II. "FAST" or "We" or "Us" mean (the) Federation Against Software Theft Limited, York House, 18 York Road, Maidenhead, Berkshire, SL6 1SF, Company No. 01821298.
- III. "Whistle Blower" or "You" or "Your" means yourself in making the report about software use to FAST either via the FAST website or by another method including but not limited to a verbal, email or other written communication. You cannot be a Whistle Blower under this Agreement if you are employed by FAST, a FAST Member company, have reported the matter to anyone else, or wish to report illegal use of software at home which is not related to work or about illegal sales or distribution on publically accessible web sites. To be eligible, you must not be violating any valid contract or other legal obligation by making your report. For example, you must consider that you have a legal right to do so for example under the Public Interest Disclosure Act 1998. You are encouraged to take legal advice before making Your Report.
- IV. "Report" is the disclosure of facts by You to FAST which clearly demonstrate End User illegal software use which FAST can act on.

- V. “End User” is the UK business who has infringed and may be part of a foreign multinational.
- VI. “Members” are the Member(s) of FAST whose intellectual property and/or contract rights You are alleging are or have been infringed by the End User
- VII. “Illegal Historic Use [Payment]” are monies liable to be paid to FAST for the unauthorised historic use of Members software and/or services where such monies are being paid due to the engagement of FAST with an End User as a result of Your Report to FAST. Illegal Historic Use Payment is the potential value of a residual claim for unlicensed usage of copyright and/or breach of contractual or other rights either before or after judgement or on settlement of an action by FAST and/or the Member for a claim net of any payments due by our Member and FAST to their respective advisors or representatives in the matter.
- VIII. “Compliance Purchases” are monies paid or owing to Members from an End User in respect of the legalisation of the End User’s (future) use of such Members software/services. This includes monies paid or owing from the End User “trueing up” to obtain the correct number of licences, but does not include payments for Illegal Historic Use of software.
- IX. “Complete and Truthful Disclosure” is where You as the Whistle Blower must provide all accurate relevant facts of and in relation to the unlicensed installation and use of Members software and/or services by the End User. This does not include hearsay but does include accounts of conversations You have had with other people on the matter including those responsible in management roles of the End User. If We discover that the facts You tell us are false or You are reckless as to the truth of such facts then FAST may refuse to pay You any Incentive Payment, and if any monies have been paid, FAST is entitled to be repaid in full without any deductions by You and to recover a proportion of its legal costs together with any of the costs of a third party which it must pay. If FAST considers that facts are intentionally untruthful We may seek to take action under the criminal law against you.
- X. “Incentive Payment” is the payment FAST would make to You in accordance with this Agreement and is calculated at 5% of the Illegal Historic Use Payment.

For the avoidance of doubt:

- If a Member acts independently of FAST and for example commences legal proceedings this would mean that no Incentive Payment will be made to You under this Agreement.
- No Incentive Payment is made if any part of the Agreement is deemed contrary to UK law.

Acceptance of this Agreement

We deem Your acceptance of this Agreement to be when You submit Your Report via the FAST web site and have clicked to accept this Agreement which is called the “Incentive Payment Agreement”. If We do not receive electronic notification, or other suitable written



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confirmation acceptable to FAST, that You recognise the application of this Agreement, then the Incentive Payment Agreement does not apply to You.

Determination of Your Report

FAST has absolute discretion to determine (with external advisors or not) Your Report and this includes whether Your Report is credible, accurate and reliable, in other words, Complete and Truthful Disclosure. If any action is taken as a result of Your Report, FAST has exclusivity on the conduct of any action and during the conduct of the matter We may not be able to provide You with updates and are not obliged to do so but will confirm progress as We may.

In order to progress Your Report You agree to be ready, willing and able at all reasonable times to reply promptly to FAST's enquiries and with accuracy and not contradict the facts on which Your Report is based.

You agree to indemnify FAST in full for any loss where You do not provide Complete and Truthful Disclosure.

Confidentiality

We commit to keeping your identity confidential subject to law to this being prejudicial to FAST progressing your Report. However You need to aware that it is not uncommon for an End User to guess the identity of You as Whistle Blower without information from Us, however, our experience to date is that is of little consequence to the result. Nonetheless You agree that You will not hold FAST liable for breach of confidence should You become identified including in a course of a claim. You should take independent legal advice on any concerns You may have as FAST cannot advise You.

Conduct

You shall not, by any act or omission, bring FAST into disrepute otherwise We reserve the right to withhold any Incentive Payment.

Taxation

You are solely responsible for the settlement of any tax liability which may result due to an Incentive Payment to You from FAST.

Eligibility for Participation

You must be at least eighteen (18) years old and eligible for work in the United Kingdom. Prior to making any Incentive Payment FAST reserves the right to request and receive information such as a certified true copy of your passport and/or any other information such as Your National Insurance Number to confirm your identity and to process any dealings with authorities. This information will be held in confidence subject to law.

Contact details

You must furnish FAST with up to date contact details as necessary for FAST to progress Your Report.



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Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

Changes

Should this Agreement need to be updated from time to time, for example because of a change in the law, We will send the changes to the email address You have provided to Us. We will hold the most recent edition of this Agreement.

Waiver

No waiver or delay by FAST of any breach of the terms and conditions of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provisions in this Agreement by Us.

Governing Law

We and You agree that the Agreement shall be governed by the laws of England and Wales and the terms and conditions will be construed accordingly.

Jurisdiction

In connection with any dispute between the parties relating to or connected with the Agreement each party hereby irrevocably submits to the exclusive jurisdiction of the English courts, save that FAST retains the right to bring proceedings against You for breach of Agreement in a non UK country of residence or any other relevant jurisdiction as required.