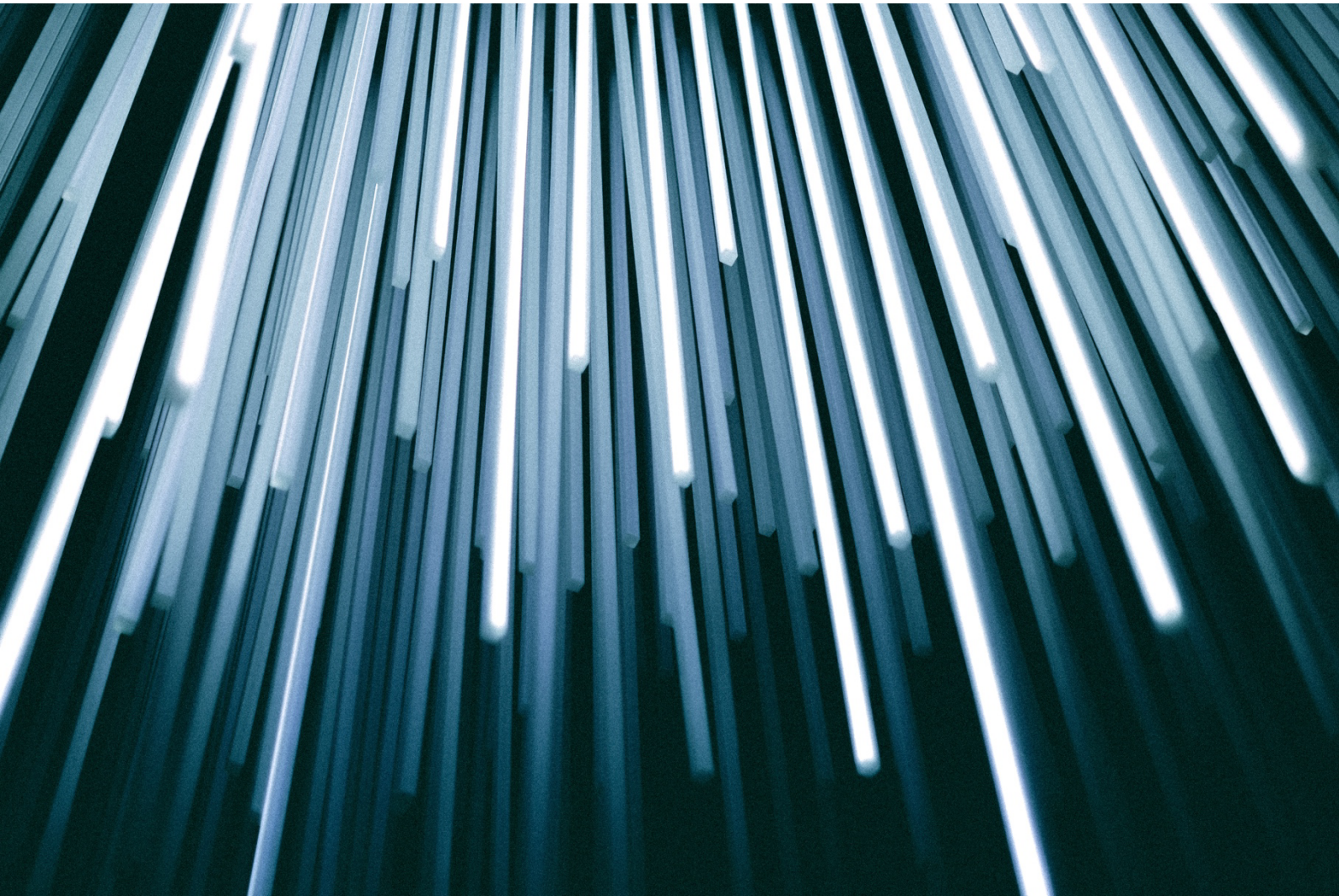




**ERM** LIBRYO

# ERM Libryo Partner Manual



Hello Partner! We are looking forward to building a mutually beneficial and productive relationship with you. If you are reading this, it means that you have entered into the Libryo Channel Partner Agreement (the Agreement). According to the Agreement, both Libryo (us) and you have agreed to comply with certain commitments and requirements (including the ones set out in this Partner Manual). The reason for these commitments and requirements is to ensure that we have a clear, efficient, productive and fulfilling partnership from the outset. You must appreciate that these commitments are mandated by the Agreement and that they are in addition to the other commitments set out in the Agreement.

Please read through this carefully and if you have any questions, please contact us on [partners@libryo.com](mailto:partners@libryo.com). Please also be aware that words and terms that are CAPITALISED are defined in the Libryo Channel Partner Agreement.

## MINIMUM CHANNEL PARTNER CRITERIA

Clause 3 of the Agreement sets out the terms on which you are granted a Licence to operate as a Libryo Channel Partner. One of those terms (clause 3.4) requires that you continue to meet the minimum Partner Criteria as a condition of continued authorisation under the Agreement. This section sets out the Partner Criteria.

1. These are the Minimum Partner Criteria that Partners are expected to abide by:
2. as a Partner who may refer and sell the Libryo Platform, in a certain sense, you are the face of Libryo. Because of this, we expect you when marketing and advertising the Libryo Platform and Libryo Services, and in all dealings with Customers and potential Customers to:
3. abide by the law of the land; and
4. act with integrity, transparency and honesty.
5. Please contact us for a copy of our foundational principles as we'd like to build a mutually beneficial relationship on a strong and common foundation. The foundational principles are a good reference point for this.

## MINIMUM REQUIREMENTS FOR CHANNEL PARTNERS TO EXECUTE INDEPENDENT SALES

Clause 2.5 of the Agreement explains that all new Channel Partners will start from the default position of only being able to execute Referrals or Assisted Sales. It goes on to say that only once a new Channel Partner has met Libryo's minimum criteria, Libryo may grant the Partner the right to execute Independent Sales. This section sets out the minimum criteria.

1. Current criteria are as follows, that the new Channel Partner must have -
2. closed at least 3 (three) Qualifying Sales (as per clause 10.2 of the Partner Agreement) which were executed as Assisted Sales;
3. developed, in consultation with Libryo, Partner-related Marketing Collateral;
4. be competent in pitching Libryo, using the Marketing Collateral; and
5. a partner must also be recommended to sell Independently by a Libryo Sales Team member.

## PARTNER REPRESENTATIVE

1. The Partner will designate an individual as the single point of contact for Libryo. The Partner's designated point of contact will handle communications and scheduling between both companies, route technical inquiries and requirements to the appropriate teams, report on sales activity, and submit any reports required under the Libryo Channel Partner Agreement.
2. The Partner's designated point of contact will work with an appointed Libryo Sales Representative.
3. The Partner will ensure that it keeps Libryo updated (by email at [partners@libryo.com](mailto:partners@libryo.com)) should there be any changes to the identity or contact details of the Partner's designated point of contact.

## CHANNEL PARTNER TRAINING COMMITMENTS

This section explains the upfront and periodic follow-up training you can expect to receive from Libryo. It is important that you participate in and complete all training.

1. We will have an initial training session with new partners to:
2. demonstrate the Libryo Platform;
3. discuss the Partner process and marketing resources; and
4. explore any other questions, resource needs or further actions.
5. Thereafter your Partner Account Manager will have quarterly meetings to review and plan for the following quarter, this will be done as a webinar.
6. Your Libryo Partner Account Manager will be available for ad hoc meetings upon request.

## REFERRAL AND SALE PROCEDURE

1. Every deal is a 'new partnership' in the sense that cooperation and collaboration may be required.
2. We work with Partners on a deal by deal basis, so from the outset, every new lead can either be a Sales or Referral deal. This first step (common to all types of Deals) is to:
3. Log a new lead for a new Deal. At this point the Partner must specify the Deal Type (a) Referral; (b) Assisted Sale; (c) Independent Sale [only as they are authorised to do of course];
4. They will then be assigned a Partner Account Manager on the Libryo side to help drive things head.
5. If a Referral, Libryo is responsible for keeping the Partner up to date with the progress.
6. If an Assisted Sale, both Libryo and the Partner are responsible for keeping each other up to date with the progress
7. If an Independent Sale, The Partner is responsible for keeping Libryo up to date with the progress.
8. The Partner must take ownership of their responsibility for Assisted and Independent deals, this will be reviewed in quarterly meetings with your Partner Account Manager
9. Libryo has the right to downgrade a partner's commission if they are not fulfilling their responsibilities

## LIBRYO MARKETING GUIDELINES AND USE OF THE LIBRYO MARKS

This section provides you with the rules and details relating to your use of Libryo's marketing material and trademarks.

1. Marketing Guidelines and Libryo Marks
2. We will upload the Libryo Marketing Guidelines, logos and marketing PDFs to your Partner Libryo.
3. Please use these resources in accordance with the guidelines.

## PARTNER ACCOUNTS PROCESS

This section explains the process you are expected to follow in the opening and maintaining customer accounts where you are acting as a Sales Partner in respect of an individual deal.

### Opening New Customer Accounts

1. Libryo will be in charge of opening all new accounts from successful deals.
2. The Partner will be given access to these accounts through their Libryo.
3. Onboarding the users will be assigned according to the deal type.

### Account Maintenance

1. Libryo User stats and reporting will be made available to the responsible party.
2. We recommend quality check-ins with the users and or main point of contact.
3. An account review must be carried out 2 months prior to renewal by the responsible party.

## RENEWALS

1. Renewals are seen as new deals and must be logged as per 5.2.
2. Sales Partner renewals can either be Assisted or Independent.
3. Referral Partners do not get renewal commission.

## GENERAL CHANNEL PARTNER COMMITMENTS

### Libryo Setup

1. Every Libryo has a TWO step set up:
  - a. Step 1 - The Context brief [CB], this is a questionnaire to be completed by the company
  - b. Step 2 - Libryo Compilation [LC], we compile the company's Libryo[s] using the context brief
2. A Partner can work with their clients on the Libryo set up, but only on step 1 [CB]

### Libryo feedback

1. Feedback is hugely valuable to us and helps us make Libryo better our users
2. We can make phone and email surveys available for you to use

### Support

1. The Partner will provide knowledgeable assistance to Customers and potential Customers regarding the Libryo Services.
2. The Partner will promptly investigate and report to Libryo all complaints received by the Partner about Libryo Services. In handling any complaints about the Libryo Services

(including a Partner Solution), the Partner will use commercially reasonable efforts to maintain and promote good public relations for Libryo.