

Draft

18 March 2024

ENTER A PARTY NAME

AND

ENTER A PARTY NAME

PARTNERSHIP AGREEMENT

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2.Clause

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(1) [•] Limited Liability Company, a legal entity under the laws of [•], identification code [•], with its registered office address at: [•] Str., [•], [•], represented by the Director [•], acting by virtue of the Articles of Association, on the one part, (hereinafter the "**Partner 1**"),

4.and

(2) [•] Limited Liability Company, a legal entity under the laws of Ukraine, identification code [•], with its registered office address at: [•] Str., [•], [•], represented by the Director [•], acting by virtue of the Articles of Association, on the other part, (hereinafter the "**Partner 2**"),

5.(the Partner 1 and the Partner 2 are hereinafter collectively referred to from time to time as the "**Parties**" and each individually as the "**Party**"), have entered into this Partnership Agreement (hereinafter the "**Agreement**"), as follows:

1. **DEFINITIONS**

1.1. "Commissionable Lead" means the Lead qualified as commissionable by the Receiving Partner and met the following requirements:

- (a) the Lead is referred to the Receiving Partner by the Referral Partner;
- (b) the Receiving Partner has accepted the Lead.

1.2. "Commissionable Period" means, in respect of the Commissionable Lead, a period of 1 (one) year from signing agreement between the Receiving Partner and the Commissionable Lead.

1.3. "Commissionable Services" means services being rendered by the Receiving Partner to the Commissionable Lead.

1.4. "Receiving Partner" means the Party who accepts the Lead from the Referral Partner and pays the Referral Fee.

1.5. "Lead" means a potential customer or client introduced or identified to the Receiving Partner by the Referral Partner. The Lead must not already be an existing customer of the Receiving Partner, must not be in active negotiations with the Receiving Partner prior to the referral, and must not have been referred by another party.

1.6. "Lead Referral Revenue" means any payments actually received by the Receiving Partner from the Commissionable Lead for the Commissionable Services under agreement between the Receiving Partner and the Commissionable Lead during the Commissionable Period minus any taxes, subsequently credited charges, write-offs, refunds, or chargebacks. For the avoidance of doubt, the Lead Referral Revenue does not include any amounts received for follow-up orders, additional sales, renewals, or for products or services that are not the Commissionable Services at the time of the relevant referral confirmation, such as professional / support / training services or third-party software products purchased by the Commissionable Lead, nor does it include amounts that are owed by the Commissionable Lead but have not actually been received by the Receiving Partner.

1.7. "Referral Fee" means the commission the Referral Partner receives from the Receiving Partner in accordance with the terms and conditions herein.

1.8. "Referral Partner" means the Party who refers the Lead to the Receiving Partner.

1.

2. **SUBJECT MATTER OF AGREEMENT**

- 2.1. The Parties enter into a relationship wherein each Party may become a Referral Partner and would have the opportunity to refer Leads to the other Party (a Receiving Partner) and receive the Referral Fee from the other Party (a Receiving Partner) in accordance with the terms and conditions herein.
- 2.2. The Parties are independent contractors, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create a principal-agent or employer-employee relationship; or (c) constitute the parties as partners, joint venturers, co-owners or otherwise participants in a joint undertaking. For the sake of clarity, any use of the terms "partner" and "partnership" in this Agreement or in connection with the relationship created by this Agreement shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.
- 2.3. The Party shall not be, or purport to be, authorized to legally represent the other Party or to conduct negotiations on behalf of the other Party. The Party shall refrain from making any representations, warranties, or guarantees to any Leads and any third parties. The Party shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of the Receiving Partner or register this Agreement under local registered agency law nor shall the other Party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by Party.
- 2.4. The Parties acknowledge and agree that no license is granted under this Agreement to use or access any Receiving Partner's products or services, any of Receiving Partner's proprietary technologies embodied therein, or any data, information, or other content provided thereby.
- 2.5. Each party acknowledges that this Agreement does not create an exclusive agreement between the Parties. Each Party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation, and use of similar services and products of third parties. Notwithstanding the foregoing, once the Referral Partner establishes a Commissionable Lead with the Receiving Partner, the Referral Partner will not refer a direct competitor of the Receiving Partner to such Commissionable Lead. The Referral Partner will not enter into an agreement with a third party the effect of which would prohibit the submission of a Lead pursuant to this Agreement.

2.

3. **PROCEDURE AND TERMS OF LEAD REFERRAL AND ACCEPTANCE**

- 3.1. The Referral Partner shall identify the Lead and relevant commercial conditions relating to such Lead and deliver such information in written or e-mail form to enable the Receiving Partner to design and furnish a proposal of the Commissionable Services. At a Receiving Partner's request, the Referral Partner shall (a) supply the Receiving Partner with additional information related to the Lead; (b) assist the Receiving Partner in contacting the Lead by arranging in introduction, meeting, conference call, or other means of communication with the Lead.
- 3.2. Within a reasonable period following the supply of information on the Lead, but no later than in five (5) business days, the Receiving Partner determines whether to accept or reject the Lead. The Receiving

Partner will provide the Referral Partner with a written or e-mail notification of its acceptance or rejection of the Lead.

- 3.3. The Receiving Partner will be under no obligation to accept any Lead submitted by the Referral Partner and may reject or decline to accept the Lead for any or no reason at its sole discretion.
- 3.4. The way of contacting and following up with the Leads will be determined at the Receiving Partner's sole discretion.
- 3.5. Within thirty (30) days after the end of each calendar quarter during which the Referral Partner has submitted 10 (ten) or more Leads, the Receiving Partner may issue a quarterly report to the Referral Partner by mail, e-mail or through an online system, which will show the Lead Referral Revenue generated by each Lead and the commission amounts earned by the Referral Partner as a result. Each report shall be deemed final and accepted by the Referral Partner unless the Receiving Partner receives a detailed written objection within thirty (30) days of the Referral Partner's receipt of the Receiving Partner's report.

3.

4. REFERRAL FEES AND PAYMENT

- 4.1. Subject to compliance with all terms and conditions of Article 3 hereof, the Receiving Partner will pay the Referral Partner the Referral Fee equal to:
 - (a) five percent (5 %) of the Lead Referral Revenue during the Commissionable Period in case of project management on the side of the Receiving Partner, or
 - (b) ten percent (10 %) of the Lead Referral Revenue during the Commissionable Period in case of project management on the side of the Referral Partner.
- 4.2. The Referral Fee will only be paid for the Commissionable Leads that are not already existing customers of the Receiving Partner, are not in the Receiving Partner's current sales pipeline, and have not been referred by another party.
- 4.3. The Referral Fee shall be paid for via bank transfer to the Receiving Partner's account or in any other way as may be agreed by the Parties.
- 4.4. The Referral Partner shall send to the Receiving Partner the Invoice for the Commissionable Leads provided in the previous calendar month no later than on the **fifth (5)** day of the current month.
- 4.5. The Receiving Partner shall approve the Invoice given by the Referral Partner no later than on the **tenth (10)** day of the current month and pay the remuneration to the Referral Partner based on this Invoice.
- 4.6. The Receiving Partner is responsible for any taxes associated with the receipt of the Referral Fee.

4.

5. OBLIGATIONS OF PARTIES

- 5.1. The Referral Partner agrees to perform the following duties:
 - 5.1.1. The Referral Partner will use its best efforts to promote the Receiving Partner's products and services to potential customers in a professional and ethical manner.
 - 5.1.2. The Referral Partner will refer potential customers to the Receiving Partner by providing the Receiving Partner with the potential customer's name, contact information, and any other information necessary for the Receiving Partner to contact the potential customer.

- 5.1.3. The Referral Partner will provide continuous support in facilitating communication between the Receiving Partner and the referred potential customer until such time the Receiving Partner deems the Lead as Commissionable or unqualified.
- 5.1.4. The Referral Partner agrees to provide regular status reports to the Receiving Partner regarding their promotion efforts and referrals, as may be reasonably requested by the Receiving Partner from time to time.
- 5.2. The Receiving Partner agrees to perform the following duties:
 - 5.2.1. The Receiving Partner will provide the Referral Partner with the necessary information about the Receiving Partner's services to enable the Referral Partner to effectively promote their products and services.
 - 5.2.2. The Receiving Partner will track the Leads referred by the Referral Partner and keep the Referral Partner informed about the status of these Leads.
 - 5.2.3. The Receiving Partner will pay the Referral Partner the Referral Fees for Commissionable Leads in accordance with the terms and conditions of this Agreement.
 - 5.2.4. The Receiving Partner will provide necessary training and support to the Referral Partner to enable them to fulfill their obligations under this Agreement effectively.

5.

6. **TERM OF AGREEMENT**

- 6.1. This Agreement comes into force from the moment of its signing by the Parties and is valid until [...].
- 6.2. The expiration of this Agreement does not release the Parties from liability for its violation that occurred during the validity of this Agreement.
- 6.3. Unless otherwise expressly provided by this Agreement or by the applicable laws of Ukraine, this Agreement may be terminated:
 - 6.3.1. by mutual agreement of the Parties, which is formalized by an additional agreement to this Agreement; or
 - 6.3.2. at the request of one of the Parties, that should notify the other Party of its intention to terminate the Agreement no later than [14 (fourteen) calendar days] by sending a written notice by mail and/or by electronic means.

6.

7. **DISPUTE RESOLUTION**

- 7.1. Any dispute, controversy, or claim arising out of or relating to this Agreement, including the conclusion, interpretation, execution, breach, termination, or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in accordance with its Rules.
- 7.2. The number of arbitrators shall be one. The place of arbitration shall be Kyiv, Ukraine.
- 7.3. The language to be used in the arbitral proceedings shall be English.

7.

8. CONFIDENTIALITY

- 8.1. The Party shall not during the term of this Agreement or at any time after the termination of this Agreement disclose confidential information of the other Party to any third party without the prior written consent of the other Party. In addition, the Party shall use the confidential information of the other Party solely for the purpose of performing its obligations under this Agreement. The Party shall use the same standard of care to protect other Party's confidential information as the Party uses to protect its own confidential information, but in any event not less than a reasonable standard of care. For the purpose of this Agreement, confidential information shall include any information made available by the other Party, which is designated by the other Party as confidential information or which a reasonable person would construe as being confidential or proprietary based on the nature of the information or the circumstances under which the information was disclosed, or information with regard to the other Party or leads which became known to the Party in the course of performing its obligations under this Agreement. Confidential information also includes information on the terms of this Agreement, including the terms and content of cooperation, financial terms of cooperation (including information on the amount and procedure for payment of Referral Fees, other financial terms). Detailed confidentiality terms are determined by the Parties in a separate non-disclosure agreement.
- 8.2. During the term of this Agreement and non-disclosure agreement the Party will not use confidential information, directly or indirectly, in any individual or representative capacity, to engage or participate in, or provide services to, any business activity that is competitive with the types and kinds of business activity being conducted by the other Party, without prior written approval of the other Party. The Party understands and agrees that breach of this clause by the Party shall constitute a material breach of this Agreement and shall grant the other Party a right to unilaterally and immediately terminate this Agreement and all other contractual arrangements with the breaching Party without any payment obligations on the part of the non-breaching Party, in addition to any other rights and remedies available to the non-breaching Party.
- 8.3. Within 10 days from the date of termination of this Agreement, the Party shall destroy, delete, or return (depending on a form and manner in which confidential information was provided and exists) all material and media containing confidential information received from the other Party, including all information and materials from any computer, data processing, data storage, local drives, cloud storage or other similar devices or resources. The Party's full compliance with its obligations shall be demonstrated and certified to the other Party upon request. From the moment of termination of this Agreement, the Party has no right to keep confidential information of the other Party in any form.
- 8.4. The Party may disclose the confidential information without the consent of the other Party to governmental or judicial authorities empowered to request such information under applicable laws, on the basis of a court order to provide such information, and in other cases required by the **laws of Ukraine**.
- 8.5. The Parties agree that each of them is entitled to use information on projects mutually developed and managed hereunder for internal and external communications, advertising, marketing, and promotional purposes until the termination hereof from the date of signing hereof, provided that such use does not cause harm to the dignity and reputation of the Parties.

8.

9. **FORCE-MAJEURE**

- 9.1. The Parties shall not be liable for non-fulfilment of their obligations hereunder if it resulted from the circumstances of insuperable force (force-majeure) which neither of the Parties could foresee.
- 9.2. The circumstances of insuperable force are extraordinary events including the war or armed conflicts, epidemics, fires, natural disasters, accidents in power supply lines, changes to applicable laws which may prevent the fulfilment of the obligations hereunder or result in changing the prices for and the procedure of the work performance, as well as all other events which may be recognised by the court as the circumstances of insuperable force.
- 9.3. If the circumstances of insuperable force (force-majeure) exist for more than **[one (1) month]**, each of the Parties may terminate this Agreement. Should this be the case, the payment shall be made for the actually provided Leads.
- 9.4. The Party which could not perform this Agreement due to the circumstances of insuperable force (force-majeure) shall notify the other Party of the same within **[fourteen (14) days]** upon the occurrence thereof. The failure to timely notify of the circumstances of insuperable force shall deprive the respective Party of its opportunity to refer to them.
- 9.5. The occurrence of the circumstances of insuperable force (force-majeure) shall be proven by the document issued by a respective authorized body.

9.

10. **RESPONSIBILITY OF PARTIES**

- 10.1. The Parties shall be responsible for violation the terms and conditions hereof according to the effective legislation **of Ukraine**.
- 10.2. In the event of a failure to perform or undue performance of conditions of this Agreement, the Party at fault shall indemnify the other Party for any loss, liability, costs (including legal costs), damages, or expenses caused by such breach (including any negligent or reckless act, omission, or default in the provision of the Services), including damages for lost profits.
- 10.3. In addition to the indemnification of losses, in case the Party delays the payment of the Referral fees, the delaying Party shall pay to the non-breaching Party the penalty in the amount of **[zero point five percent (0.5%)]** of the total delayed fee payable for each day of the delay, but no more than **[ten percent (10%)]** in the aggregate. The non-breaching Party is entitled to reduce the amount of fees payable to the breaching Party by the amount of the penalty accrued for the delayed payment of the Referral Fees.
- 10.4. The Party shall take all measures in order to avoid causing the other Party to incur liability for causing damage, loss, or other liability to third parties related to the provision of the Services hereunder. The Party hereby covenants to compensate the other Party and its affiliates and their directors, officers, and employees for all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of the Party, (ii) any breach by the Party, of any of the covenants contained in this Agreement, (iii) any failure of the Party to perform obligations in accordance with all applicable laws,

rules, and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from the Party's use of payments hereunder.

10.5. In case of violation of the Party's obligations regarding the Referral Fees and Payment (*Article 4 hereof*), the Confidentiality (*Article 8 hereof*), the breaching Party shall pay to the non-breaching Party the fine in the amount of [...] for each case of violation.

10.6. Except to the extent expressly provided for in this Agreement, the Receiving Partner makes no representations or warranties under this Agreement to the Referral Partner or its leads and expressly disclaims and excludes all warranties, whether statutory, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Without limitation, the Receiving Partner specifically disclaims any representation or warranty regarding: (i) the amount of revenue that the Referral Partner may receive under or in connection with this Agreement; and (ii) any economic or other benefit that the Referral Partner might obtain through its participation in this Agreement. The Receiving Partner will not be liable for lost profits, lost revenue, lost business opportunities, or any other indirect, special, punitive, incidental or consequential damages arising out of or related to this Agreement, regardless of the theory of liability (including negligence), even if it has been advised of the possibility of such damages. This section is severable and shall survive any termination or expiration of this Agreement.

10.

11. OTHER PROVISIONS

11.1. This Agreement is concluded and enters into force on the date of its execution and is valid until the Parties fully fulfil their obligations under this Agreement.

11.2. The Parties under this Agreement should notify each other in writing within [5 (five)] business days on changes in their details (addresses, bank accounts, etc.), as well as on the other changes that may create any consequences for the fulfilling of obligations under this Agreement.

11.3. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant Party at the address set forth on the third page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with Section 11.2). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), or electronic mail (return receipt requested). A Notice is effective only (i) upon delivery and (ii) if the party giving the Notice has complied with the requirements of Section 11.2.

11.4. Neither Party shall assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach

of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

11.5. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent possible to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.

11.6. This Agreement is made in two (2) original copies – one for each Party – both being equally authentic.

11.

12. **PARTIES' LOCATION AND BANKING DETAILS**

12.1. Partner 1

12. [Address]

13. [Bank details]

14. [email]

12.2. Partner 2

15. [Address]

16. [Bank details]

17. [email]

6.SIGNATURES OF THE PARTIES

7.For and on behalf of the [●]

8.Mr [●]

9.Signature:

10.For and on behalf of the [●]

11.Mr [●]

12.Signature:

18.