

Partner Agreement

1. Contracting parties

By and between **SalesPlaybook** (GmbH, Badenerstrasse 114, CH-8952 Schlieren) and **Partner** (Entrepreneur, Buyer, Sales Mastermind or other as separately agreed), each a "**Partner**" and together hereinafter referred to sometimes as the "**Partners**".

The following terms constitute a legally binding agreement (the "**Agreement**") between the Partners upon the acceptance of these terms via electronic or physical signature but also the electronic submission of i.a. an online order form.

2. Confidentiality

Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (ii) not disclose the Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed to keep it confidential. Each Party's obligations regarding the Confidential Information of the other Party shall continue for a period of one (1) year after the expiration or termination of the Agreement.

3. Referral Fees

Both parties mutually refer business opportunities to each other. This agreement defines the therefore granted Referral Fees for both above described partners.

Such a referral is compensated with a defined Referral Fee on any generated revenue within 12 months after the offer signature of the other party on net revenue (= cash collected).

This Referral Fee is defined as 10% upon meeting these criteria:

- Provision of the organisation name & primary contact for the respective offer
- Introduced referred solution to the organisation
- High-level business requirements are identified & at least partially analysed

The partner is obliged to provide the other partner with unsolicited notification if any excluding reasons exist that make a Referral Fee non-applicable such as existing separate contractual relationships. With the assertion of the Referral Fee claim, Partner gives assurance that no exclusionary reasons exist.

4. Payment Terms

All applicable fees are payable within fourteen (14) days upon provision of an invoice.

The partners may agree on other payment terms, which then supersede the standard terms.

5. Independence

The parties enter into this agreement as independent contractors, and nothing in this agreement shall be construed to create a joint venture or employment relationship between the parties. Neither party shall be entitled to enter into any contracts with third parties for and on behalf of the other party.

6. Reverse engineering, lawful usage and IP rights

Reverse engineering: Partners shall not decompile, reverse engineer, modify, translate or disassemble the Assets (defined in case of SalesPlaybook as proprietary information on <https://thesalesplaybook.io> and any of its subdomains) or create derivative works based on the whole or any part of these.

Lawful usage: Partners shall not use each other's Assets in ways which are unlawful or fraudulent, or have any unlawful or fraudulent purpose or effect.

Intellectual Property and License: Partners own all rights, title and interest to all intellectual property rights and other rights (including but not limited to the graphics, design, pictures, content, data, information, software) in their own assets and any changes, updates, optimizations, modifications or corrections thereto.

Partners grant each other where applicable a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use proprietary information during the Term in accordance with this Agreement. Any other use of content available, including, without limitation, commercialization, distribution, reproduction, modification, display or transmission, in whole or in part, without Partner's prior written consent is strictly prohibited.

7. Term and Termination

The Agreement shall take effect at the date of the signing of this Agreement and shall remain in force as specifically agreed-on. If no specific Term is agreed-on for a referral agreement, this Agreement shall remain in force indefinitely.

This agreement can be terminated by either party by written notification within 1 month at any given time. Upon termination or expiration of the Agreement, all fees will become immediately due and payable, and each Party shall destroy all tangible manifestations of any Confidential Information.

8. Miscellaneous

Each party entitles the other party to use each other's name and logo in promotional, marketing and investment materials.

No amendment or modification of the Agreement shall be valid or binding on the Parties unless made in writing. This shall also apply to the foregoing sentence.

Should any provision of the Agreement be invalid or unenforceable, the remaining provisions shall be valid. In the place of an invalid provision, a valid, economically closest provision is presumed to be agreed upon by the Parties.

All disputes arising out of or in connection with the Agreement shall be governed by substantive Swiss law. The courts of Zurich shall have exclusive jurisdiction.