

PARTNERSHIP AGREEMENT

By this document, SIA "WAZZUP" expresses its intention to enter into a Partnership Agreement with an individual or legal entity who accepts the terms of this offer regarding the granting of rights to implement the Service on the following terms.

The offer is considered accepted, and the Partnership Agreement on its terms is concluded between the Owner and the User who has submitted an application for obtaining Partner status through the Service, from the moment of moderation by the Owner. By accepting the offer, Partner agrees to all applicable policies at the web site of <https://wazzup24.com> including, but not limited to Terms of Service, Privacy Policy.

THE PARTIES AGREE AS FOLLOWS:

1. Terms and Definitions

The Parties have agreed that all terms mentioned in the Partnership Agreement (Agreement) with a capital letter have the same meaning as in the User Agreement, unless otherwise specified in this Agreement.

1.1. Client – an individual or legal entity who is interested or potentially interested in acquiring a License for the Service and/or other products of the Owner.

1.2. Client Agreement – an agreement for the acquisition of a license for the right to use the Service, concluded with the end User- Client by the Partner on behalf of the Partner, but at the expense of the Owner, or directly by the Owner.

1.3. Personal Account – refers to the information subsystem of the Service website supported by the Service on the Internet, which represents the User's personal page at the address: <https://wazzup24.com>, allowing the Owner and the User to carry out remote interaction within the Service in electronic form. Access to the Personal Account is provided after registration on the Service website.

1.4. Partner – a User who has passed the Owner's moderation after submitting an application for joining the Partnership program and has joined the Owner's Partnership program by accepting the Partnership agreement available at the link <https://wazzup24.com/user-agreement-with-partner> or by concluding an agreement with the Owner containing all essential terms in the form of a bilateral document.

1.5. Personal Data – any information relating to an identified or identifiable natural person (Data Subject), as defined under the General Data Protection Regulation (GDPR) and Latvian data protection laws.

1.6. User – any natural person or individual entrepreneur, or legal entity (representative of a legal entity) who has registered on the Service website and received the right to use the Service.

1.7. User Agreement – the terms of use of the Service available at the link <https://wazzup24.com/user-agreement-en>.

1.8. Service – a SaaS service that allows Users to exchange information and correspond with clients via messengers WhatsApp, Telegram, etc. using its CRM system. SIA "WAZZUP" is the developer and sole legal owner of the Service.

1.9. Tariff – refers to the cost of the corresponding license for the right to use the Service, information about which is available at the address <https://wazzup24.com/pricing>.

1.10. Technical Support – activities carried out by the Owner and/or the Partner, in the volumes necessary to ensure the functioning of the Service for the end User - Client who has entered into a Client Agreement for the right to use the Service with the Partner.

1.11. Terms of Use – technical and operational documentation for using the Service located at the link <https://wazzup24.com/terms-of-use>.

1.12. Partner Remuneration Terms – a document containing information about minimum sales volumes, the discount system, as well as the amount and rules for the application, calculation, collection and accrual of the Partner's remuneration.

1.13. Notifications – refers to all notifications, notices and other messages within the framework of this Agreement and mutual obligations of the Parties.

2. Subject of the Agreement

2.1. The Agreement regulates the relationship between the Owner and Users who have received Partner status for the use of the Service and the sale of the Service to Clients.

2.2. The Partner, like other Users, has the right to use the Service functionality on the terms specified in the Tariffs for the corresponding types of Licenses. The License is provided exclusively for the purposes of fulfilling the Agreement.

2.3. The Partner assumes the obligation to carry out sales and implementation activities of the Service, in order to stimulate client demand for the Service and other products of the Owner.

2.4. The purpose of the Owner's partnership program is to form stable commercial relations with the Partner through the expansion of the Service sales market.

2.5. The Service is the property of the Owner, the exclusive right to the Service under this Agreement is not transferred to any User, Partner and/or Client. Nothing in this Agreement states such possibility of transfer. The usage is available only through the Licenses provided through the term of this Agreement.

2.6. The Owner grants the Partner the right to sell licenses for the right to use the Service (hereinafter referred to as "Licenses") by transferring (providing) them to third parties without additional written permission of the Owner, subject to such persons complying with the requirements specified in the Agreement, User Agreement and Terms of Use.

2.7. For clarity, nothing in this Agreement restricts the Owner right to independently implement the Service and grant the right to implement Licenses to other persons, as well as to accept any persons as partners and clients without notification or agreement with the Partner.

3. Use of Services and interaction with clients

Service Registration and Partner Status

3.1. Access to the Service is granted through the registration procedure, which will result in the creation of a Personal Account.

3.2. To obtain Partner status, the User submits an application through the Personal Account service and, after passing moderation by the Owner, receives access to the partner platform and the right to subsequently implement Licenses for the Service to end Users.

3.3. Upon registration, as well as when submitting applications for the acquisition of Licenses for themselves and/or Users, the Partner undertakes to provide reliable and complete information about themselves in accordance with the registration form and keep this information up to date.

3.3.1. Partner understands and agrees to providing information and documents regarding its entity or personality for the KYC procedures and additional identification as stated in Article 3.6. The consequences of failure are stated in Article 3.6.

3.4. The Owner is not responsible for the accuracy and reliability of the information provided by the Partner and/or User during registration and/or when submitting an application, as well as for non-fulfillment/improper fulfillment of obligations as a result of misconduct, inaccuracy, or incorrectness of the information specified by the Partner and/or User in the application.

3.5. Identification of the Partner and User on the Service website occurs using the email address and password specified during registration.

3.5.1. Partners and Users shall not provide access to their Personal accounts to third party. The responsibility for keeping information required for accessing the Account is the sole responsibility of Partners and Clients. Failure to comply with this term shall result in Personal Account deactivation and this Agreement termination without any consequences for the Owner.

3.6. The Owner reserves the right to require the Partner to undergo additional identification and submit documents confirming registration data that are necessary for the execution of the Agreement or Client Agreement at any time. If the Partner refuses to undergo full identification or if there is a discrepancy between the data specified during registration and the submitted documents, as well as if the submitted documents do not allow identifying the Partner or User who has entered into a Client Agreement with the Partner, as a result of which the Owner will not be able to fulfill the Client Agreement, the Owner has the right, at its discretion, to terminate the Partner's account and refuse access to the Service.

The identification conditions and liability measures specified in this clause of the Agreement apply equally to relations with the User who has entered into a Client Agreement.

Use of Service Conditions

3.7. Upon receiving access to the partner platform, the Partner has the right to implement Licenses in the following ways.

3.7.1. The Partner attracts the Client to conclude a Client Agreement directly between the Owner and the Client.

- The Client Agreement is concluded according to the Owner's contract form (usually an invoice-offer generated in the Partner's Personal Account) in accordance with the User Agreement.

- License payment is made directly by the Client to the Owner.

- The Owner pays the Partner's Remuneration upon receipt of the full cost of the License from the Client to the Owner's bank account.

- The amount and procedure for payment of the Partner's Remuneration are determined by the Partner Remuneration Payment Terms in effect at the time of payment, posted in the Partner's Personal Account.

3.7.2. The Partner, acting on their own behalf, at their own expense or at the expense of the Owner, attracts the Client to conclude a Client Agreement between the Partner and the Client.

- The Client Agreement is concluded according to the Owner's contract form or the Partner's contract form. In this case, the Partner undertakes to include in the Client Agreements mandatory conditions that correspond to and do not contradict those specified in the requirements set out in the User Agreement and Privacy Policy, posted at the link <https://wazzup24.com/official>. If any conditions of the Client Agreement contradict such requirements, the Partner shall compensate the Owner's losses and damages caused by such contradiction.

- License payment is made by the Client to the Owner through the Partner, who pays the cost of the License to the Owner minus the Partner's Remuneration.

- The Partner's Remuneration is withheld upon receipt of the full cost of the License from the Client in accordance with the Partner Remuneration Payment Terms in effect at the time of payment, posted in the Partner's Personal Account.

3.7.3. Upon successful moderation, the Partner may be granted Technical Partner status, which allows concluding Client Agreements for services and/or works related to technical support, analysis, development, adaptation, testing, and implementation of the Service (hereinafter referred to as Services).

- Technical Partner status is granted to the Partner provided that the Partner meets the following requirements:

- does not have any requirements, instructions, or prohibitions hindering the conduct of full-fledged business activities, including the provision of Services and/or fulfillment of obligations under the Agreement and potential Client Agreements;
- the Partner's website contains information stating that they are a Service integrator.

- The Client Agreement is concluded according to the Partner's contract form. In this case, the Partner undertakes to include in the contracts mandatory conditions for Client Technical Support and SLA compliance, as well as conditions that correspond to and do not contradict those specified in the requirements set out in the User Agreement and Privacy Policy posted at the link.

- Service payment is made directly by the Client to the Partner, License payment is made directly by the Client to the Owner under a separate agreement.

3.8. The Partner is not entitled to distribute Licenses or grant rights to use the Owner's software products to Clients free of charge or for remuneration lower than the retail cost specified in the Owner's Tariffs.

In case of breach, Partner shall compensate all damages and losses caused by breach of this Article and Owner reserves the right to deactivate Partner Account.

3.9. The Partner's Remuneration is determined as a percentage of the License cost paid by the Client in the amount specified in the Partner's Personal Account. At the end of the reporting period, the Partner submits an Activity Report on the services provided for attracting Clients according to Appendix No. 1 to the Partnership Agreement.

The Parties acknowledge and agree that a mandatory condition for the payment of Partnership Remuneration is the conclusion of the Client Agreement and receipt of the full License cost.

3.9.1. The Partner's Remuneration includes all the Partner's expenses, taxes (including VAT at the applicable rate), fees, and other mandatory payments required by applicable legislation. The Partner independently calculates and pays all taxes, fees, and mandatory payments due at their own expense.

For clarity, Owner is in no case liable for paying taxes on behalf of Partner and/or taxes that Partner is obliged to pay and/or taxes for paying the Partner's Remuneration.

3.10. The transfer of user rights to products where SIA "WAZZUP" is not the Owner is carried out directly to the Client under the terms provided in the relevant Client Agreement, which specifies the type of license, scope of use (transferred usage rights), territory of use, duration of the relevant license, and other essential terms of product use by the end user.

3.11. To avoid adverse consequences of receiving an incomplete/inconsistent end result that does not meet the Client's expectations, the Partner undertakes to provide the Owner with accurate and complete information during the Client Agreement coordination process and keep this information up to date.

3.12. The Partner has the right to attract Clients to cooperation without territorial restrictions.

3.13. The Partner also undertakes to implement and configure the Service with the Client's system under the terms of the paid License.

3.14. During the term of this Partnership Agreement, the Partner has the right to advertise the Service for promotional purposes. The Owner consents to the use of the Owner's company name and logo (trademark) for the purposes of the Partnership Agreement, including but not limited to placement on the Partner's information resources, as well as for use in the Partner's advertising materials and presentations. Usage of the owner's Intellectual property outside the scope of the Agreement is considered a material breach of this Agreement and Partner shall compensate all the losses and damages to Owner and Owner reserves rights to terminate this Agreement and terminate the Partner's account.

4. Service provision

4.1. Access to Service functionality is provided to the Client within 3 business days from the moment of payment receipt to the Owner's bank account.

4.2. The Owner provides contact information and conditions for contacting the Owner for technical support and other consultations by posting said information in the Partner's Personal Account, and also undertakes to maintain the constant functioning of communication channels and electronic document management channels.

4.3. The Parties agree that separate acceptance documents for granting the right to use the Service are not issued, and acknowledge that in case of disputes, sufficient confirmation of the granting of rights may be an extract from the Partner's Personal Account unilaterally formed by the Owner, while the Parties recognize the Personal Account data and such extract to be complete and accurate.

5. WARRANTIES AND LIMITATIONS

5.1. The Owner undertakes to:

5.1.1. systematically check the Service for vulnerabilities and eliminate them within a reasonable time upon detection, after which to notify the Partner about the eliminated deficiencies;

5.1.2. maintain the continuous operability of the Service in accordance with the declared functionality;

5.1.3. provide information and technical support to the Partner on issues related to the functionality of the Service, installation features, and operation on standard server configurations, supported CRM systems, and other systems;

5.1.4. not to collect and store Client, Partner and/or any third parties Personal Data. For clarity, Owner does not collect, store, use any third parties Personal Data.

5.2. The Partner undertakes to:

5.2.1. abide all GDPR regulations and not transfer Client Personal Data to Owner and/or third parties, and not use Personal Data for purposes unrelated to the use of the Service and/or the performance of this Agreement, including for sending unauthorized advertising, "spam", etc.

Partner agrees that in case of contradiction between this Agreement and any Partner's policies- Partner's policies shall be disregarded and this Agreement shall be used for the purposes of fulfilling this Agreement.

Partner agrees that Owner can supervise the Client Personal Data storage and transfer history in case of Client's claims on Partner's operations with Client's Personal Data forwarded to Owner. Partner guarantees to hold Owner harmless against any claims regarding Personal Data;

5.2.2. collect and store only those Personal Data that are necessary for providing the Service or performing Client Agreements with the User;

5.2.3. not agree on terms of the Client Agreement or other terms of cooperation between the Owner and the User that differ from the current Partnership Agreement and/or User Agreement in the absence of a specially executed written instruction from the Owner and/or power of attorney issued to the Partner;

5.2.4. provide Technical Support to end Users attracted by the Partner in a volume sufficient to ensure the functioning of the Service for such Users, and within the timeframes corresponding to the Technical Support terms (SLA) posted by the Owner on the Service website.

5.3. Unless otherwise expressly agreed by the Parties through the signing of additional agreements, the Partner does not have the right to use the Service in any other ways not expressly provided by the terms of the User Agreement.

5.4. By joining this Agreement, the Partner acknowledges and agrees that the content of the Service, including software, as well as information of any nature (production, technical, economic, organizational, and other) about the methods of carrying out professional activities by the Owner, are protected intellectual property of the Owner, in respect of which the regime of commercial secret and/or information confidentiality has been introduced, and which are of commercial interest to the Owner. The specified information and documents have not been published and are not known to the general public or an

unlimited number of persons, and the Owner takes all possible measures to restrict access to them by third parties, including persons who are not clients of the Owner.

5.5. The Partner undertakes not to use oral and/or written information received as a result of cooperation with the Owner for purposes unrelated to the performance of the Partnership Agreement or Client Agreement, including the obligation not to replicate, copy, or provide access to documents and information to third parties. The results of the intellectual activity of the Owner's employees cannot be distributed or transferred to third parties without the permission of the Owner. This condition is an essential condition of this Partnership Agreement.

5.6. Nothing in this Agreement shall be considered to make a joint venture, legal partnership, legal entity or any other cooperation between Parties. Parties expressly state that only commercial work is under this Agreement.

6. LIABILITY OF THE PARTIES

6.1. Unless otherwise provided by the Partnership Agreement, the Parties shall be liable in accordance with the legislation of the Republic of Latvia.

6.2. The Partner shall be liable for the actions of the Partner's employees, as well as for the actions of third parties who have gained access to the Service, which have led to the emergence of additional, excessive, increased obligations of the Partner to the Owner, as well as to third parties, due to the Partner's failure to comply with the rules for storing the login and password.

6.3. The Partner uses the Service at their own risk. The Owner shall not be liable for any conclusions, decisions, actions of the Partner as a result of using the Service, as well as for any damage and losses of the Partner as a result of using the Service.

6.4. The Owner shall not be liable for the inability to use the Service due to the Partner's lack of computer equipment with the necessary set of software and technical capabilities and settings, violations and/or restrictions in the operation of network systems (Internet connection disruptions), violations and malfunctions of the Partner's computer equipment and hardware complex, as well as any other violations, malfunctions, restrictions in the operation of equipment and networks used by the Partner.

6.5. The Partner acknowledges and agrees to use the Service "as is". The Owner shall not be liable for the compliance of the Service functionality with the expectations, needs, and perceptions of the Partner and/or Clients who have entered into a Client Agreement.

6.6. The total amount of liability of the Owner to the Partner or Client shall not exceed the cost of the License paid by them for the last month of using the Service.

6.7. The Parties shall be exempt from liability for full or partial non-fulfillment of obligations under the Agreement if such non-fulfillment was the result of force majeure circumstances.

6.8. Force majeure circumstances are understood as circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

7. DISPUTE RESOLUTION PROCEDURE

7.1. The relations between the Parties within the framework of the Partnership Agreement shall be governed by the law of the Republic of Latvia.

7.2. Any dispute arising from the Partnership Agreement or related to its execution shall be resolved primarily through the claim procedure.

7.3. The Party that received the claim shall be obliged to consider and satisfy the claims stated in the claim within 30 (thirty) working days from the date of receipt of the claim, or send a reasoned refusal to the other Party with the annexation of the necessary documents.

7.4. If the dispute is not resolved through the claim procedure, it shall be considered by the Court at the location of the Owner.

8. COMPENSATION OF LOSSES

8.1. The Partner undertakes to compensate the Owner for losses, according to the provisions of the Civil Law of the Republic of Latvia, arising as a result of claims, complaints, demands, lawsuits by third parties or other Users due to the Partner's use

of the Service, including the Owner's expenses in connection with participation in legal proceedings with third parties or other Users.

8.2. The Partner undertakes to compensate the Owner's losses as a result of the occurrence of the circumstances specified in clause 8.1 of the Agreement within 10 (ten) days from the date of receipt of the written claim of the Owner, sent by email and/or through service messages to the Personal Account.

9. TERM OF THE AGREEMENT

9.1. This Partnership Agreement is an offer addressed to legal entities and individual entrepreneurs engaged in commercial activities. The Partner is considered to have accepted the terms of the Agreement and Privacy Policy in full, without any reservations or exceptions, from the date of acceptance of the Agreement in the manner specified in the Agreement.

9.2. For clarity, the Agreement is addressed to a specific circle of persons and is not a public offer within the meaning of the provisions of the Civil Law of the Republic of Latvia or any other legislation.

9.3. The Agreement is valid until the date of termination of the Agreement in accordance with clause 9.4 of the Agreement.

9.4. Any of the Parties has the right to unilaterally terminate the Agreement at any time by notifying the other Parties 10 (Ten) days before the expected date of termination of the Agreement.

9.5. The Owner has the right to unilaterally terminate the Agreement at any time without prior notice to the Partner in case of material breach of the Agreement by the Partner.

9.6. Termination of the Agreement, regardless of the grounds for termination, leads to the termination of the right to use the Service. The Partner undertakes to stop using the Service from the date of termination of the Agreement in accordance with clause 9.4 of the Agreement.

9.7. Termination of the Agreement at the Partner's initiative does not grant the Partner rights for the return of the license fee.

10. OTHER CONDITIONS

10.1. If any provision of the Agreement does not comply with the requirements of the current legislation of the Republic of Latvia, violates mandatory rules, the relations between the parties shall be governed by the current legislation in the part of such non-compliance.

10.2. The Partner is not entitled to assign their rights and obligations under the Agreement to third parties without the prior written consent of the Owner.

10.3. The Owner has the right, at their own discretion, at any time during the term of the Agreement, without sending notifications to anyone and observing any formalities on anyone's part, to change and update the terms of the Agreement. The new version of the Agreement comes into force from the date of its posting on the Internet on the Owner's website, unless otherwise provided by the new version of the Agreement.

10.4. Continued use of the Service by the Partner after amendments and/or additions to this Agreement means the Partner's acceptance and agreement with such amendments and/or additions.

10.5. The Agreement is a legally binding document for any person who has accepted the terms of the Agreement in full and unconditionally, in accordance with the provisions of the Civil Law of the Republic of Latvia.

10.6. If the Partner disagrees with any of the terms of the Agreement, the Partner must immediately stop using the Service.

10.7. Without contradicting the terms of the Agreement, the Partner and the Owner have the right to execute an agreement containing all the terms specified in the Agreement in the form of a written bilateral document in paper form.