

Cortado Sales Partner Program (“CSPP”) – Additional Terms & Conditions

The following additional terms and conditions apply to Cortado sales partners. These do not affect the provisions of the general terms and conditions.

I. Parties

- 1) Companies, which are authorized partners (hereinafter referred to as “*Partner*”), can benefit from mediating or selling *Cortado* solutions.
- 2) If applicable, any and all agreements previously concluded between *Cortado* and the participating authorized partner (“*Partner*”) (each a “*Party*”, jointly the “*Parties*”) concerning the same subject matter are rendered void and shall be replaced by these *GTC*.

II. Establishment of a Partnership

- 1) Participation in the *CSPP* is free of charge.
- 2) By submitting the correctly and honestly filled out online form, the sales *Partner* applies to be admitted to the *CSPP* by *Cortado*. By sending the online form, the *Partner* declares his/her consent with these *GTC*, which he confirms by checking the appropriate box.
- 3) Upon review of the submitted application by *Cortado* and unless there is a justified reason, the interested party is admitted to the *CSPP*. As confirmation of this, the newly onboarded *Partner* receives an e-mail invitation to the *CSPP Partner Portal*.
- 4) Upon receipt of the confirmation, *Partner* may profit from the advantages of the *CSPP*.

1) Partnership Levels

- 2) *Cortado* offers different levels of the partnership under the *CSPP*. These are, in ascending order,

- Sales Partner
- Premium Sales Partner or Certified Partner

- 3) Every *Partner* admitted to the *CSPP* starts out as a Sales Partner. If the *Partner* reaches specified criteria, the *Partner* may be upgraded to the Premium Sales Partner level, which may provide additional benefits for the *Partner*. The applicable criteria shall be communicated by *Cortado* to *Partner* in a suitable manner. *Cortado* reserves the right to modify the applicable criteria at its own discretion.
- 4) *Cortado* also reserves the right to downgrade inactive Premium Sales Partners. *Cortado* shall inform the *Partner* hereof by email.

IV. CSPP Partner Portal

- 1) For the duration of the partnership *Partner* gets access to an exclusive Partner Portal.

- 2) In the Partner Portal *Partner* will find an overview of the current partner level, the current benefits of the program (including the current commission rate for the different products or services) and access to sales-supporting partner resources.
- 3) The Partner Portal also allows the *Partner* to register customer projects or name leads.

V. Assignment of customers

- 1) *Partner* receives a monthly commission based on the net-revenue generated by the customers acquired. For assignment of such customers, *Cortado* generally offers two options – registration of projects or using affiliate links.

- a. Registration of a Deal or Lead

Partner has to provide all necessary information to register a deal or lead via the CSPP Partner Portal. *Cortado* then checks the registration and confirms compliance with the following aspects:

- Deal or lead is not already registered
- Customer is a legal business entity
- Customer is independent from *Partner*
- Customer is not currently in a contractual relationship with *Cortado* and has not been in a contractual relationship with *Cortado* during the last 6 months

Any confirmed lead or deal registration is valid for 3 months. After that time, *Partner* can register the same project again if needed.

- b. Affiliate Links (not available in all sales regions and not for all products and services)
Partner receives a link to distribute on his website to direct customers to Cortados online shop. Net revenues generated via Partners link, will be used for reward calculations.
Cortado reserves the right to exchange the link at any time and without giving any reason.

VI. Product sourcing

- 1) All cloud-based products and services shall be purchased directly from the customer of the Partner or from the Partner himself via the online platforms provided for this purpose.
- 2) In countries, in which there are official Cortado distribution partners, Partner shall order non-cloud based products that are officially offered by distribution through an official Cortado distributor of his choice. Cortado shall upon request provide the Partner with the contact data of Cortado distributors in his area. Purchase orders directed to official Cortado distributors are exclusively governed by the GTC of the distributor and subject to the respective Cortado distributor's price list.
- 3) If Partner is based in a country where there is no official Cortado distributor, the Partner shall order non-cloud-based products directly from Cortado. Cortado will inform the Partner, if applicable, about the purchase process and conditions upon request by the Partner.

VII. Payout of commissions

- 1) All commissions earned by *Partner*, including those generated in foreign currencies, are converted, and accounted for in United States dollars (\$US).
- 2) The *Partner* can view a current overview of the \$US amount of his earned commissions via the "Rewards" section in the *Partner Portal*.
- 3) The payout shall be made exclusively to a payout provider (Paypal or Stripe) deposited by the *Partner*.
- 4) The payout of the commissions earned shall automatically be made on every 13th day of a month for the previous month, provided that the *Partner* has deposited the account of a payout provider in the *Partner Portal*.

VIII. Duration

- (1) The initial term of the partnership is 24 months. At the end of this term, the partnership is deemed to have ended and there is no entitlement to repayment or continued payment of premiums.
- (2) The duration of the partnership is automatically restarted with each new customer that can be assigned to the partner for a total of 24 months.

IX. Termination

- 1) *Partner* may terminate the partnership for convenience at any time.
- 2) *Cortado* is entitled to terminate the partnership for cause. "Cause" shall include:
 - a. if *Partner* acted against *Cortado's* interests,
 - b. if *Partner* cooperates with a competitor of *Cortado* and therefore the mutual trust necessary for the further provision of partnership has been undermined.
- 3) In the event of termination, *Partner* is no longer entitled to receive rewards for any registered customer and prior services exchanged between the *Parties* within the context of the partnership shall not be reimbursed. Likewise, neither *Party* shall compensate the respective other *Party* for costs or other damages arising from termination.
- 4) Project registrations that have not been reviewed by *Cortado* until the termination will be deleted and do not lead to any kind of compensation claim.

X. Intellectual Property Rights

- 1) For the duration of the partnership, the *Partner* is entitled to use the logos provided by *Cortado* under the *CSPP* for his/her business activities under the *CSPP*. Any other use of *Cortado's* intellectual property rights require previous written consent by *Cortado*.
- 2) No other rights than those granted in subsection (1) above, titles, or claims, shall be granted to the *Partner* by these *GTC* or *Partner's* business activities under the *CSPP*. In particular, the *Partner* may not include *Cortado's* trademarks, logos, or any other intellectual property rights of *Cortado*, in his own trade and/or business names.
- 3) The *Parties* agree that the intellectual property rights may only be used for the benefit of the owning *Party*. In particular, trade and/or business names may not be attached to other software or products, labels, packaging, documentation or other material of the respective other *Party*.

- 4) *Cortado* reserves the right to modify, cancel or substitute its trademarks and logos. *Cortado* shall inform the *Partner* hereof by email. The *Partner* declares his/her consent to adapt his/her use of the modified or substituted trademarks and logos accordingly.
- 5) Upon termination of the partnership any and all rights granted in the above subsections are automatically withdrawn.

Cortado Mobile Solutions GmbH, February 2021