Aciety Cooperation Agreement No. 2019-xx-xx-AB

2019-01-09,

UAB “Aciety“, company code 302626251 having its registered address at Studentų g. 67-413, Kaunas, Lithuania, represented by Director – Dovydas Bulanavičius (henceforth - Aciety)

Company name …, company code/id ..., having its registered address at ..., represented by [Position Full Name] (henceforth - User)

Together called Parties and each separately – a Party.

*Because:*

1. *Aciety pre-screens software service & product companies to find the ones that deliver quality results to their clients;*
2. *Aciety has created and is in control of the Aciety System, that is used to list and search for top software service and product companies;*
3. *Aciety helps Clients to find the most suitable software development or ready-made product partners for their particular (usually high scale, long-term) need;*
4. *Aciety facilitates an exchange of Client Requests that Users cannot service to the ones that they can;*
5. *And Aciety’s goal is commercial success for all of its Users;*

Parties that sign this Aciety Cooperation Agreement (henceforth – Agreement) agree upon the following terms:

1. The Object of the Agreement
   1. With signing this Agreement the Party becomes a User of Aciety System, with all of the rights and responsibilities that come with it. Aciety becomes obligated to provide Aciety System services to the User on the terms and conditions described in this Agreement.
   2. Terms of Service (<https://aciety.com/terms-of-service>) is an integral part of this Agreement. By signing this Agreement the User also agrees to follow the latest Terms of Service edition, that contains terms on: **Definitions; Aciety System Services and Terms of Use; Request Distribution; Provision of Data and Security; Representations and Warranties of Parties; Price and Payment Arrangements; Suspension of the Agreement; Competitive Conditions; Publicity; Intellectual Property and Confidentiality; Responsibility and Force Majeure Conditions; Validity, Modification and Termination; Annex 1; Annex 2; Annex 3** and any future changes to the Terms of Service for as long as this Agreement is valid. The latest edition of Terms of Service can be found in the Aciety System and is subject to change at any time at the sole discretion of Aciety.
   3. Upon changes to Terms of Service, or its destination Aciety informs User by the email provided in this Agreement (or latest updated version) at least 2 weeks before any new Terms of Service apply.
      1. If User changes its official contact email, it must notify Aciety by sending the email to [welcome@aciety.com](mailto:welcome@aciety.com) with: 1) reference to this Agreement and 2) new contact email;
      2. During the period of the 2 weeks after notification from Aciety about changes to the Terms of Service, User has a right to immediately terminate its Agreement by sending a termination request without having to send a notification 30 day prior to termination as described under Validity, Modification and Termination clauses in Terms of Service. In this case User must write the exact updated/new clauses as a reason for Agreement termination.
2. Aciety.com/Terms-of-Service Summary at the Day of Signing

**Aciety Cooperation Agreement:**

* 1-2: **Agreement Scope and Definitions**.
* 3: **Aciety Services** – User can: a) use Search; b) manage company’s profile; c) send Leads to Aciety. User cannot transfer, or disclose its Account connection to 3rd parties without written permission from Aciety.
* 4: **Request Distribution** – a) Aciety staff uses its best judgment to determine appropriate providers; b) Client has the last word who will be the Contractor for the project.
* 5: **Provision of Data and Security** – a) User should fill its profile information data to Aciety; b) User’s hourly pricing and NDA based portfolio items are accessible to Aciety employees, representatives and matching Clients only.
* 6: **Representations and Warranties of Parties** – a) User confirms that it has all the rights (and collects permissions) to disclose the information specified in the Agreement and its Annexes.
* 7: **Price and Payment Arrangements –** a) User pays 10% commission from all revenue from a Client referred by Aciety for first 3 years of work with the Client; b) If User sends a Lead to Aciety, Aciety either sends a matching Client Request back or shares half of the Commission earnings with the User;
* 8: **Suspension of the Agreement –** a)User Account may be suspended by Aciety until it does not transfer Commission to qualifying parties.
* 9: **Competitive Conditions –**  User understands that Aciety System promotes trust between its Users and that Aciety encourages simplified information and human resource exchange for the purposes of sub-contracting. In the event a User employs an Employee from its Sub-contractor within two years such Employee was involved in fulfilling an associated Work Agreement, such User is regarded as dishonoring trust practices of Aciety System. As such action demotes the trust between Aciety and its users, User is obligated to compensate Sub-contractor by 10,000 EUR (ten thousand Euro) and Aciety by 2,500 EUR (two thousand five hundred Euro) for each such action.
* 10: **Publicity** – a) Aciety can use publicly available information of the User for Aciety System promotion purposes; b) If User provides such data usage instructions, Aciety follows them in promotion activities.
* 11-12: **Intellectual Property and Confidentiality -** a) Usage of Aciety is non-exclusive for the User and it has no rights to use it other than specified in the Agreement and Annexes; b) When disclosing Confidential Information (CI) to others, User confirms that it has all the rights to do so; c) When writing contracts with Clients from Requests, User must add CI clauses that mention about certain information usage by Aciety; d) If CI receiver violates CI clauses, he is financially responsible for such misconduct with a minimum fee of 1000EUR as described in the Agreement;
* 13: **Responsibility and Force Majeure -** a) User is responsible for its actions and obligations to Clients; b) Aciety does not have obligations to Clients if they are not held by the User; c) Traditional force majeure conditions apply.
* 14: **Validity, Modification and Termination** – a) If changes are made to the Agreement by Aciety, Aciety must notify User about it at least 14 days before the changes take effect; b) both Parties can terminate agreement with 30 day prior notice; c) existing financial obligations for attracted Clients remain after Agreement termination.
* 15: **Other** – a) Any disputes and other important information must be sent via email provided by the parties; b) In case of court, Republic of Lithuania court system is to be used.

**Annex 1 –** Defines terms for paying Commission and Referral fees. If Aciety brings a Client to the User, User pays 10% of the revenue from Client to Aciety for first 3 years of work with the Client. The commission is counted based on invoices paid by the Client. If User refers Leads (potential Clients) to Aciety, Aciety either sends a matching Request within 3 months to User, or shares half of the Commission earnings from these Clients with the User.

**Annex 2:**

* 1: **Public Use of Data Gathered –** Aciety can share information that User provides to Aciety publicly, except for concrete hourly rates and NDA based portfolio items; User may request its logo and other branding material not to be used without a separate approval;
* 2-3: **Data That Aciety Gathers** – All information that Aciety requests from User and use in Aciety System and in promotion activities;
* 4: **Data from User and Client Agreements** – Users shares all data with Aciety that is required to accurately calculate Commissions that User owes to Aciety.

1. Credentials and Signature of Both Parties

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| --- | --- |
| **User**  Full name  Position  Company name  Address  Reg Nr./Company id  Official Email:  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Aciety**  Dovydas Bulanavičius  Director  UAB „Aciety“  Studentų g. 67 - 413, Kaunas, Lithuania  Reg. Nr. 302626251  d.bulanavicius@aciety.com  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Aciety Cooperation Agreement Annex No. 3

1. Introduction

This Annex applies to all Users, who have received above zero value Pledge Allowance figure from Aciety in their Aciety Cooperation Agreements and who have a Confirmed Pledge.

*Definitions:*

1. ***TAP*** *– Coupon Token of Aciety Platform, 1 unit of which represents 1/10,000,000 of Total Pledged Value in Aciety.*
2. ***XTAP*** *- exchange rate of TAP to EUR when buying Pledged IP for TAP: 1 TAP = Total Pledged Value / 10,000,000.*
3. ***Pledged IP*** *-  All Intellectual Property listed in Aciety Marketplace by the Pledger as part of their Pledge.*
4. ***Pledge*** *- Minimum value in EUR of Pledged IP that can be bought from Pledger using TAP at XTAP rate.*
5. ***Pledger*** *– User, which has received above zero Pledge Allowance figure from Aciety and has signed above zero Pledge value in any way specified in this Annex.*
6. ***Pledge Allowance*** *– Maximum Pledge value as determined by Aciety for a particular User.*
7. ***Confirmed Pledge*** *– Pledge value signed by Pledger in their Aciety Cooperation Agreement, or later add via Aciety System, or sent via email to* [*pledges@aciety.com*](mailto:pledges@aciety.com) *and confirmed by Aciety with corresponding Pledge Reward.*
8. ***Total Pledged Value*** *- Sum value in EUR of all Pledges from Confirmed Pledges + 1 million EUR.*
9. ***Pledge Reward*** *- Reward in TAP coupons for Pledger for their Confirmed Pledge = 1.25% \* Pledge / XTAP.*
10. ***Total Pledge Rewards*** *– Sum of TAP coupons in all Pledge Rewards.*
11. ***Full Pledge Agreement*** *- An updated version of this Annex, released in reference to exceeding the first milestone of 10 million EUR in Total Pledged Value.*
12. ***Distributed TAP*** *– TAP distributed by Aciety to stakeholders according to conditions of Aciety Coupon Model.*
13. ***Circulation –*** *Distributed TAP, not held in Aciety wallets, or held in Aciety wallets on behalf of Users.*

*Because:*

1. *Aciety has created and is in control of Aciety Marketplace, that is used to buy, sell and exchange software;*
2. *Aciety has launched a coupon, which is meant to encourage code re-use, marketing and reward system for TAP stakeholders;*
3. *Aciety is releasing 10 million TAP coupons, each divisible to 100 million parts;*
4. *The coupon has clear buying power, based on Total Pledged Value that pledgers make for their software;*

Aciety and Pledger agree upon the following terms as specified here and detailed in Aciety Terms of Service (<https://aciety.com/terms-of-service>):

1. General Conditions

* 1: **Pledged Software** – Pledger confirms they: have the right to sell Pledged IP; will accept TAP at XTAP rate as means of payment for Pledged IP; will provide up to date pricing and other information on their Pledged IP in Aciety Marketplace; will provide support to buyers of their Pledged IP as stated by the Pledger in Pledged IP licenses and/or their product page descriptions.
* 2: **Pledged Value** – Pledger confirms: a) they understand Pledge refers to sales in TAP and represents the minimum value in EUR in Pledged IP that they would continue to sell in Aciety Marketplace if they would request to terminate their Pledge (if Pledger returns their Pledge Reward in full to Aciety, Pledge Minimum value would be used instead of Pledge value); b) if they request to terminate the Pledge, they will receive 75% on remaining sales proceeds, which would be distributed to the Pledger once Total Pledged Value grows higher than it is at the date the Pledger requested to terminate their Pledge.
* 3: **Pledge Allowance** – If Pledge is equal to Pledge Allowance, then Pledge applies to all Pledged IP. If Pledge is less than Pledge Allowance, then Pledger specifies which products are part of their Pledged IP in Aciety Marketplace.
* 4: **Pledge Reward** – Pledges are done on reservation basis (i.e. Pledge becomes active once there is certain Total Pledged Value reached). If any of the reservations expire before the Pledger signs this Agreement, Aciety may automatically put them in earlier position, granting Pledger higher TAP reward and notifying them to their official e-mail address, without the need to sign any additional updates to the Agreement.
* 5: **TAP Distribution -** Aciety has issued and distributes 10 million coupons, represented by its cryptographic token, called TAP. Multiple versions of TAP may be released by Aciety and Aciety will exchange the older versions of TAP to the newer ones to retain a total of up to 10 million units of TAP in Circulation. Pledger confirms they will accept TAP at XTAP rate for as long as Aciety distributes TAP as per Aciety Coupon Model. If Pledger fulfills all conditions within this Agreement, they will receive Pledge Reward. If Pledger does not fulfill any of the conditions in this Agreement, they may receive a penalty up to the size of their Pledge Reward, paid in TAP to Aciety.
* 6: **Other Conditions –** Aciety has made 1 million EUR pledge as a first pledger and will accept TAP for its products placed in Aciety Marketplace for as long as there will be any TAP in Circulation. Aciety maintains database of all Pledges and gives access to a list of products that could be bought for TAP to any TAP holder, owning over 1000 TAP if requested, with limitations as set by Pledgers.
* 7: **Untimely Termination** – In case Pledger cannot fulfill their Pledge anymore for any reason on their own, they agree to pass access to Pledged IP to Aciey with the right to sell such Pledged IP for the amount equal to Pledge with all sales proceedings going in equal splits to Supplier Pool and Client Pool.

1. Aciety Coupon Model

Aciety has designed a coupon distribution model, which ensures that TAP is distributed primarily to its stakeholders and in a way that enables it to become a product – a cryptographic coupon that buys software. In order to maximize growth of Aciety Marketplace and TAP adoption, there is a limited number of TAP (ten million coupons), distributed between five coupon pools, each with certain distribution conditions:

* 1: **Supplier Pool** – 2 million (20%) TAP coupons rewarded to Pledgers as Pledge Reward, per its reward formula.
* 2: **Partner Pool, Infrastructure Pool, Client Pool –** 2 million (20%) TAP coupons in each of the pools. Limitation – Aciety has a right to distribute from each pool in total no more than 2 \* Total Pledge Rewards + 100,000 TAP in any given point of time.
* **3: Team Pool -** 2 million (20%) TAP coupons split between shareholders and employees of Aciety. Limitations: a) Locked for 1 year from the moment Total Pledged Value will surpass 10 million EUR; b) Unlocked afterwards proportionally based on formula: 0.25 \* ( TAP distributed to Pledgers + partners + infrastructure producers + clients ).

1. Individual Conditions

* 1: **Pledge** – 100,000 EUR (one hundred thousand Euro);
* 2: **Pledge Minimum** – 10,000 EUR (ten thousand Euro);
* 2: **Pledge Allowance –** 200,000 EUR (two hundred thousand Euro);
* 3: **Pledged IP –** Products placed by the Pledger in Aciety Marketplace, marked as Pledged, with limitations as stated in their Product pages.
* 4: **Pledge Reward –** 1250 TAP;
* 5: **Maximum Discount –** 20% (twenty per-cent).