Aciety Cooperation Agreement No. ${AGREEMENT\_NR}

${DATE},

UAB “Aciety“, company registration number 302626251 having its registered address at Šeštokų st. 39-11, Kaunas, Lithuania, represented by Director – Dovydas Bulanavičius (henceforth - Aciety)

${COMPANY\_NAME}, company registration number ${COMPANY\_REG\_CODE}, having its registered address at ${COMPANY\_ADDRESS}, represented by ${REPRESENTATIVE\_POSITION} - ${REPRESENTATIVE\_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 to list and search for top software service and product companies;*
3. *Aciety helps Clients to find the best software development or ready-made product partner for their (usually high-scale) need;*
4. *Aciety facilitates an exchange of Client Requests that Users cannot service to the ones that they can; and*
5. *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:

*Definitions:*

1. ***Aciety System –*** *an online platform (https:/aciety.com) of services, data and products, governed and owned by Aciety.*
2. ***Request –*** *a request to create or customize a product, provide services and/or goods, which a User became aware of via Aciety System, or via Aciety representative.*
3. ***Lead Exchange Scoring (or LES) –*** *a numerical valuation, representing a composite value of User participation in Aciety System. Positive values indicate that User is prioritized to receive a Request(-s), while negative ones indicate the opposite. Disregarding modifiers 1 LES represents 50,000 EUR in estimated Request size.*
4. ***Employee –*** *an individual linked to a referred party by employment or service contract.*
5. ***Client*** *– an entity that has a Request.*
6. ***New Request –*** *a request to create or customize a product, provide services and/or goods for a Client, which a Contractor became aware of from the Client.*
7. ***Request Size –*** *highest of the values in EUR as defined by: a) Aciety to User at the time they receive Request survey invitation; or b) User as offer to the Request survey.*
8. ***Work Agreement –*** *a written or verbal contract between a User and a Client regarding completing or fulfilling the Request and/or New Request(s).*
9. ***Contractor –*** *a User, which has formed a Work Agreement in any form with a Client.*
10. ***Sub-contractor –*** *any User (and their Employees) assisting a Contractor.*
11. ***Client Payment –*** *amount of money value paid by Client to Contractor for an invoice from Contractor in reference to their Work Agreement.*
12. ***Users –*** *all entities that have registered accounts in Aciety System and/or signed Aciety Cooperation Agreement.*
13. The Object of the Agreement
    1. With signing this Agreement, the Party becomes a User of Aciety System, with all 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 in Aciety System) at least 2 weeks before any new Terms of Service apply.
       1. If User changes its official contact email, it must notify Aciety by updating their User account, referring to a an updated account representative.
       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 written 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 indicate the exact updated/new clauses as a reason for Agreement termination.
14. Aciety.com/Terms-of-Service Summary at the Day of Signing

**Aciety Cooperation Agreement:**

* 1-2: **Agreement Scope and Definitions**. The list contains the above and other definitions used in the Agreement.
* 3: **Aciety Services** – Aciety: a) publishes User information for promotional purposes; b) provides Requests to selected Users in exchange for Commission; c) enables the use of Lead Exchange; and d) Provides Premium, paid services.
* 4: **Request Distribution** – a) Aciety representatives use Aciety System and collective know-how to determine the best matching Users for a particular Client; b) Client makes the final decision which User will become Contractor.
* 5: **Provision of Data and Security** – a) Users provide up to date information on their services and Products in Aciety System; b) Once a User becomes a Contractor, they are obligated to provide up to date information on their Work Agreement with a Client and any relevant Client Payments.
* 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 –** User pays Aciety Commission fee as defined in Annex 1 for Clients they receive from Aciety. Payments are done in EUR (or other currencies based on Work Agreements). Failing to pay Commission fee on time is subject to 0.05% size fine for every day of the delay.
* 8: **Suspension of the Agreement –** a)User Account may be suspended by Aciety until it does not transfer owed Commission to Aciety or for other reasons that violate the terms of the Agreement.
* 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 Contractor poaches (by employing in any form, including employment and service contracts) an Employee directly, rather than from its Sub-contractor within two years this Employee was involved in fulfilling an associated Work Agreement, such Contractor is regarded as dishonoring trust practices of Aciety System. As such action demotes the trust between Aciety and its Users, Contractor is obligated to compensate Sub-contractor by 20,000 EUR (twenty thousand Euro) and Aciety by 5000 EUR (five thousand Euro) for each Employee poached.
* 10: **Publicity** – a) Aciety can use publicly available information of the User for Aciety System promotion purposes; b) If User provides brand usage limitations, 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 ( further - 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, they are financially responsible for such misconduct with a minimum fee of 1000 EUR 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 on behalf of Users; c) Certain force majeure conditions may be applied.
* 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 to User to pay Commission for Clients remain valid 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 applied.

**Annex 1 :**

* 1: The User which becomes Contractor, compensates Aciety for matchmaking service and pays Aciety 10% (ten per-cent) commission fee (further - Commission) from each Client Payment for as long as they receive Client payments, but no longer than for 3 years, counting from the first Client Payment date in reference. In the event of the sale of Product(s), Commission is set to 10-30% depending on certain conditions.
* 2: Contractor is obliged to inform Aciety about receiving each Client Payment within 2 work days and pay Commission for it to Aciety within 15 work days Aciety issues an invoice for the Commission.
* 3: In the event Contractor does not provide details on most recent or next upcoming Client Payments by the end of each calendar month for the purposes of calculating accurate Commission, Parties agree Aciety service for the purposes of Commission calculation for the period is assumed provided in full and Commission is calculated automatically. Commission invoice to Contractor is issued automatically once every month for 3 (three) years, or until the missing Client Payment information is provided by the Contractor. Size of Commission is determined based on the highest value of the 3 (three) most recent Client Payments. If no relevant Client Payments information is available to Aciety for Commission calculation, then one sixth of the Request Size is used as Client Payment equivalent in order to determine Commission size.
  + If (or once) the Contractor provides accurate Client Payment information for the purposes of Commission calculation for the period the Commission was calculated automatically: a) surplus paid is deducted from future Commission payments until outstanding balance evens out; or b) full unpaid value is issued as a separate Commission invoice if lesser value of Commission was determined automatically than based on relevant Client Payments information provided.

**Annex 2:**

* 1: **Public Use of Data Gathered –** Aciety can share information that User provides to Aciety publicly, except for cases when stated otherwise (i.e. when marking not to publish certain information. User may request their 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.

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. User (Pledger) agrees to accept defined amount of payments in TAP coupon (<https://aciety.com/tap>) from Aciety, distributors and other stakeholders for their Pledged IP.

*Definitions:*

1. ***TAP*** *– Coupon 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*** *- (a) licensed Intellectual Property; (b) subscription-based cloud software; (c) standardized services listed in Aciety Marketplace by the Pledger that can be paid in TAP.*
4. ***Pledge Allowance*** *– Maximum Pledge value as determined by Aciety for a particular User.*
5. ***Confirmed Pledge*** *– Pledge value signed by Pledger in their Aciety Cooperation Agreement, or later added via Aciety System, or sent via email to* [*pledges@aciety.com*](mailto:pledges@aciety.com) *and confirmed by Aciety with corresponding Pledge Reward.*
6. ***Total Pledged Value*** *- Sum value in EUR of all Pledges from Confirmed Pledges + 1 million EUR.*
7. ***Pledge Reward*** *- Reward in TAP coupons for Pledger for their Confirmed Pledge = 1.25% \* Pledge / XTAP.*

*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 software coupon - TAP, to simplify code re-use, marketing and reward system for TAP stakeholders;*
3. *Aciety signs contracts with software product companies (“Products”) and gets the right to sell or distribute TAP:*
   1. *While on-boarding around 10,000 Products, Aciety will gradually distribute a total of 10 million TAP;*
   2. *Each Product signs how much EUR of their invoices can be paid with TAP (ex. Total of 100,000 EUR);*
   3. *All Products sign to accept TAP at XTAP rate: Total Pledged Value / 10 million TAP = EUR per TAP.*

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 value defines how much Aciety, distributors and stakeholders can buy their product for TAP coupon before their Pledge expires, in the event Pledger would like to terminate the 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: **TAP Distribution -** Aciety has issued and distributes 10 million TAP coupons. TAP may be released outside Aciety (in Aciety System and/or over blockchain for better authentication) 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.

1. Individual Conditions

* 1: **Pledge** – ${PLEDGE};
* 2: **Pledge Minimum** – ${PLEDGE\_MINIMUM};
* 3: **Pledge Allowance –** ${PLEDGE\_ALLOWANCE};
* 4: **Pledged IP –** Products placed by the Pledger in Aciety Marketplace, marked as Pledged, with limitations as stated in their Product pages.
* 5: **Pledge Reward –** ${PLEDGE\_REWARD}.

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| --- | --- |
| Credentials and Signature of Both Parties: | |
| User  ${REPRESENTATIVE\_NAME}  ${REPRESENTATIVE\_POSITION}  ${COMPANY\_NAME}  ${COMPANY\_ADDRESS}  Reg No. ${COMPANY\_REG\_CODE}  ${REPRESENTATIVE\_EMAIL}  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Aciety**  Dovydas Bulanavičius  Director  UAB „Aciety“  Šeštokų 39-11, Kaunas, Lithuania  Reg. No. 302626251  [d.bulanavicius@aciety.com](mailto:d.bulanavicius@aciety.com)  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |