

INDEPENDENT CONTRACTOR COMMISSION AGREEMENT

This **Agreement** made effective as of the **23rd day of November, 2023**. (the “**Effective Date**”), by and between **KraLos GmbH**, with address of Podbielskistrasse 333, 30659 Hannover, represented by **Carsten Klein**, CEO (hereinafter referred to as “**Company**”) and **Džemal Džananović**, with address of Adema Buće 33, 71000 Sarajevo (hereinafter referred to as “**Agent**”).

Article 1: Subject Matter of the Contract

- (1) The Company appoints the Agent as its exclusive agent for the purpose of selling and advertising the Company’s products as established under Article 5 (“**Contract Products**”).
- (2) The Agent shall act as an independent entrepreneur. He shall act in his own name and for his own account. The Agent is free to determine his activities and business hours within the scope of this contract and procures the necessary operating resources himself. He is not authorized to represent the Company in legal transactions. The Agent is entitled and obliged to call himself an "authorized dealer" of the Company for the duration of the contract.

Article 2: Independent Contractor

- (1) The Agent is and will remain an independent contractor in his relationship to the Company, and nothing contained in this Agreement shall render the Agent an employee, partner, or joint venturer with the Company for any purpose whatsoever. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Article 3: Remittances

- (1) The Agent shall be responsible for paying and remitting any and all income taxes, pension plan contributions, employment insurance premiums, worker’s compensation premiums, health taxes, sales taxes or other government remittances of any kind charged or chargeable with respect to the compensation paid to the Agent hereunder, and shall indemnify the Company and its officers, directors and shareholders against any claims arising from any failure on the Agent’s part to do so.

Article 4: No Authority to Bind Company

- (1) The Agent shall have no right or authority to enter into any contracts on behalf of the Company or bind the Company in any manner whatsoever.

Article 5: Contract Products

- (1) Contractual Products are the products listed in Annex 1 to this Agreement ("**Contractual Products**"), which are to be sold by the Agent exclusively under the name, brands and designations specified by the Company.
- (2) In exercising its general sales policy, the Company is entitled to change individual contractual products or to remove them from the contractual program, provided that this does not significantly change the total stock of contractual products. Orders already placed by the Agent remain unaffected by the changes. The Company may demand that follow-up or supplementary products to the current contractual products be included as additional contractual products in Annex 1 of this Agreement. Conversely, the Agent is not entitled to such an addition.

Article 6: Contract Territory

- (1) The Parties agree that the Agent will sell the product in the following geographical territories: United Kingdom, Norway, Sweden, Finland, Denmark, Bosnia and Herzegovina, Kosovo, Croatia, Serbia, Moldova, Greece, Turkey, Hungary, Bulgaria, Romania, and will not sell the product anywhere else, but not exclusively.
- (2) Without the Company's prior written consent, the Agent is not permitted to establish, operate and maintain companies or branches for the sale of contractual products outside the contractual territory, either directly or indirectly, or to use sub-dealers and/or commercial agents.

Article 7: Duties of the Agent

- (1) The Agent shall promote the sale of the contractual products in the contract territory. He shall protect the interests of the Company with the diligence of a prudent businessman and set up and maintain his business operations in an appropriate manner.
- (2) The Agent must advertise the contractual products in the contract territory to a reasonable extent at his own expense in addition to the campaigns planned by the Company. The

Agent is not obligated to participate in trade fairs and exhibitions organized by the Company at his own expense.

- (3) In the interests of uniformity, the Agent shall coordinate its advertising with the Company and use any advertising materials provided by the Company. Any advertising content/materials deviating from this must be agreed with the Company in advance.

Article 8: Online Sales

- (1) The Agent may advertise and sell the contractual products on the Internet and in particular on its website.

Article 9: Restrictions of Competition

- (1) For the duration of this contract, the Agent is not permitted to purchase, distribute or develop products that compete with the contractual products, unless the Company gives his prior written consent.

Article 10: Intellectual Property

- (1) The Company shall be entitled to all property rights to the contractual products, including copyrights, trademark and company rights or, if available, trademarks and know-how.
- (2) The Agent undertakes not to attack the industrial property rights of the Company himself or through third parties or to support an attack in any form. In the event of breaches of this provision, the Company shall be entitled to terminate this contract without notice.
- (3) The Agent may not protect or register trademarks, trade names or other signs of the Company or such trademarks, trade names or other signs that are identical or similar to those of the Company or industrial property rights either within or outside the contract territory.

Article 11: Responsibilities of the Company

- (1) The Company shall advise the Agent and support him in his activities. He shall protect his interests to an appropriate extent. In particular, the Company shall advertise nationally at its own discretion and provide the Agent with advertising material if necessary.

Article 12: Commissions

- (1) For services provided under this Agreement, the Company shall pay the Agent commissions as follows:
 - (a) The Agent shall receive commission on customers generated by Him amounting to 40% of the (net) list price applicable at the time of the order. The list price shall be determined by the Company every six months and communicated to the Agent immediately in text or written form.
 - (b) The Agent shall receive commission for orders processed through the Company's Internet platform within the contract territory, amounting to 15% of the net invoice amount after deducting any costs and VAT (even if not separately itemized). The commission awarded to the Agent will also include any VAT applicable. This ensures that the Agent is compensated for their role, even when the Company directly handles online orders.
 - (c) All claims of the Agent against the Company arising from or in connection with this Agreement shall be fully settled with this commission pursuant to para. 1.a and 1.b above.
 - (d) The commission is paid monthly by the 10th day of the following month at the latest.

Article 13: Method of Payment

- (1) The payment of the commission from the previous article will be made to the Agent's IBAN Number **BA391413091320374487**, at **BBI** Bank.

Article 14: Duration and Termination

- (1) This Agreement begins on 23rd November 2023. and is concluded for an indefinite period.
- (2) This Agreement may be terminated in the event that any of the following occurs:
 - (a) Immediately, in the event that one of the Parties breaches this Agreement.
 - (b) At any given time by providing written notice to the other party 60 days prior to terminating the Agreement.

- (c) Upon terminating this Agreement, the Agent will be required to return all the Company's products and/or any other content (if any) at his earliest convenience, but not beyond 90 days.

Article 15: Governing Law

- (1) This contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the standards of private international law referring to it.
- (2) The Parties agree that the Regional Court of Hanover shall have exclusive jurisdiction over all disputes arising out of or in connection with this contract.

Article 16: Amendments

- (1) The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- (2) As such, any amendments made by the Parties will be applied to this Agreement.

Article 17: Alternative Dispute Resolution

- (1) Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to negotiation in accordance with, and subject to the laws of the Federal Republic of Germany as established under Article 15 ("**Governing Law**").

Article 18: Confidentiality

- (1) The Agent may not disclose or make accessible to third parties any business secrets of the Company that come to his knowledge, neither during the contract nor after its termination.
- (2) The Agent shall return documents on secret business transactions immediately after use in accordance with the order, but at the latest within one week after termination of the contractual relationship. Unless otherwise provided by law, the Agent is not entitled to use customer data for his own purposes after termination of the contract; this also applies to data of customers he has acquired himself.

Article 19: Financial Transparency

- (1) The Company is obliged to provide the Agent with financial statements pertaining to sales and customer territories upon request by the Agent. These statements are to include detailed information about the Company's customer base and sales performance within the contract territory.
- (2) The Company is required to furnish proof of commission payments made to the Agent for transactions involving these customers. This documentation must be provided promptly upon the Agent's request and is intended to ensure transparency in the financial dealings between the Company and the Agent.

Article 20: Minimal Sales Target

- (1) The Parties shall set a minimal sales target for the new contract year by mutual agreement each year, at latest three months before the start of the new contract year. For the first contract year, the target is at least 120 customers or licenses. If no agreement is reached, the sales volume achieved in the previous contract year plus an increase of 3% shall apply as the minimum sales target.

Article 21: Miscellaneous

- (1) The invalidity of one or more provisions of this contract shall not affect the validity of the remainder of the contract. The Parties are obliged to replace the invalid provision by mutual agreement with a provision that comes closest to the economic purpose of this contract. The same applies to any loopholes in the contract.
- (2) This contract is concluded in two identical copies, each Party retaining one.

Article 22: Signature

- (1) The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Company

Agent

Signature: _____

Signature: _____

ANNEX 1

(“Contractual Products”)

WEBOUNCER ALL in ONE LV 1 – 20€* m.p.

The source server is installed on the same server as the target server.

This could be used for a standard web space with all providers.

The localization is partially hidden by a subdomain or another domain name of the source system. However, the IP

address does not change! This makes the web application more secure because, on the one hand, the traffic of the

source domain is checked for injection and vulnerability and, on the other hand, the web call of the source system is

provided with directory protection. This only offers protection against domain scanners and attacks on the web application, all other attack vectors such as SSH sniffing are not prevented!

WEBOUNCER ALL in TWO LV 2 – 79€* m.p.

The source server is installed on a different device than the target server.

This level has different characteristics which are listed here.

WEBOUNCER ALL in TWO BASIC LV2

Both are standard packages from a provider without root rights or root access exists for the source server, but without

full access to the operating system.

Advantage over level 1:

The IP address of the source system is also different from the IP address of the target server.

This means that it is not easy to assign the target system to the source system.

WEBOUNCER ALL in TWO Pro LV2 – 99€* m.p.

Root access with full access to the operating system exists for the source server.

The source server can be set up according to the specification for Webouncer.

To prevent attacks on ports other than the web port, the applications are removed (e.g. e-mail service) or deactivated

(e.g. SSH access). A maintenance window can be requested for SSH access via Webouncer.

Automatic detection of file changes can be activated on the source server.

This means that the web application is almost completely protected against attacks.

WEBOUNCER ALL in TWO Premium LV2 – 119€* m.p.

Root access with full access to the operating system exists for the source and target server. Both servers are secured

in the same way as the source server in level 2.2: All ports and applications that are not required are removed or

deactivated. File changes are reacted to as soon as they occur.

WEBOUNCER ALL in LV3

The source server is installed on a different device to the target server. Access to the web application login is via a third server and file changes for e.g. uploading a file or updating the web applications are made on a file server. This level

has different characteristics which are listed here. Root rights are Necessary

WEBOUNCER ALL in BASIC LV3 – 199€* m.p.

The source server and target server are located in a provider's data center and access for system maintenance (SSH)

is via a maintenance window.

WEBOUNCER ALL in Pro LV3 – 179€* m.p.

The source server is located in its own data center, the target server is located in a provider's data center. As there is

manual access to the source server here, SSH access is not required. Maintenance is carried out by our own employees

with appropriate security checks.

WEBOUNCER All in Premium LV3 – 159€* m.p.

The source server and target server are located in our own data center. This eliminates SSH access for both.

WEBOUNCER High Availability LV4 – 199€* m.p.

This level is for web applications that need to be highly available.

Level 3.3 serves as the basis.

WEBOUNCER High Availability Basic LV4 – 279€* m.p.

This is achieved by expanding the target server with load balancing and using small targets as satellites. This intercepts traffic peaks and the site can be accessed without delay even at high volumes. Higher bandwidths are used for

the target servers.

WEBOUNCER High Availability Pro LV – 499€* m.p.

In addition to the target system, the source system is also controlled via load balancing.

Depending on the requirements, several source servers are combined in a cluster. In the event of extreme traffic peaks, such as DDoS attacks,

and web applications with many dynamic pages, it is also necessary to reinforce the source system.

*if there are special implementation and we have to create for example a plugin the monthly fee can change.