

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness

PARTNERSHIP AGREEMENT

Viindoo Technology Joint Stock Company and

(No:/VIINDOO_.....)

Today, dated....., we are:

VIINDOO : VIINDOO TECHNOLOGY JOINT STOCK COMPANY

Address : 6th Floor, Taiyo Building, No.97 Bach Dang, Ha Ly Ward, Hong Bang
District, Hai Phong City, Viet Nam

Tax code : 0201994665

Represented by: Mr. Vu Duc Nghia Position: Deputy General Manager

According to Authorization letter No.:

PARTNER :

Address :

Tax code :

Represented by: Position:

According to Authorization letter No.:

After agreement, the Two Parties sign the Partnership Agreement with the following terms:

Article 1: General definition

1. **Two parties:** Viindoo and Partner
2. **OPL-1:** Odoo Exclusive Ownership License
3. **Viindoo Addons:** <https://github.com/Viindoo/tvtmaaddons>
4. **Viindoo Enterprise:** <https://github.com/Viindoo/erponline-enterprise>

Article 2: Purpose

- The purpose of this agreement is to set out the conditions for Viindoo to provide services to Partner: Access to Viindoo software (Viindoo Addons and Viindoo Enterprise); right to resell Viindoo products, services, and solutions (hereinafter

referred to as “Products”) and accordingly the two Parties comply with the obligations set out below:

- Viindoo assents Partner to promote and sell Viindoo Products to end customers.
- Partner is committed to making every effort to sell Viindoo Products to end customers. To support that, Viindoo offers and provides Partner training programs, sales documentation, sales tools, implementation consulting support tools and free limited time SaaS Instances.
- Customers can sell Products under their brand.

Article 3: Agreement Term

- The term of this Agreement ("Term") shall be one year from the signing date. The Agreement will be automatically renewed unless either party (Viindoo or the Partner) gives written notice of the termination of the Agreement at least 30 days before the end of the Term to the other party.

Article 4: Access Viindoo software

1. Access Viindoo source code

- To help Partner promote Products, Viindoo grants Partner access to the source code repository for all Viindoo applications (Viindoo Addons and Viindoo Enterprise) on Github.com with the restrictions in Point 2 of this Article.

2. Restrictions

- Viindoo Software and linked files (hereinafter referred to as “Software”) may only be used (enforced, modified, enforced after modification) if Partner has purchased a valid license from Odoo/Viindoo, usually through the Odoo/Viindoo Application or if Partner has received a written agreement from Viindoo.
- Partners can develop Odoo/Viindoo modules that use the Software as a library (usually depending on it, importing it and using its resources) but do not copy any source code or documentation from the Software. Partner may distribute such modules under the license of Partner's choice, provided that the license is compatible with the terms of the Odoo Exclusive License (e.g., LGPL, GPL-1, MIT or other similar exclusive licenses).
- It is not permitted to publish, distribute, sub-license or sell (modified) copies of the Software.

- This copyright notice and permission notice must be included in all copies or important parts of the Software.

Article 5: Right to resell Viindoo Products

- Partners can resell Viindoo Products including Viindoo Saas and Viindoo Apps. Other services will be agreed upon separately for each case.

Article 6: Partner Level

- The Viindoo Partner program consists of 4 levels: Standard, Bronze, Silver, Gold.
 - Standard Partner is for organizations or individuals who want to distribute Viindoo Products, Standard Partner is only entitled to sell products under Viindoo brand. Standard Partner only needs to register as Standard partners without paying membership fees.
 - Bronze Partner, Silver Partner and Gold Partner are for legal partners who have experience in implementation and they want visibility in the "Bronze", "Silver" or "Gold" areas on Viindoo.com/Erponline.vn website.
 - Bronze Partner, Silver Partner and Gold Partner are permitted to sell Viindoo products under their brand.
- Partnership Level granted to Partner depends on the annual new Odoo Saas revenue generated (by User) and Re-subscription Rate (As a ratio between the number of Users with existing re-subscription contracts and the number of Users with Viindoo Saas contracts that have been active at some time in the last 12 months). Renewals of existing contracts do not count towards the number of Users Sold, but Partner still gets a commission on these contracts.

	Standard	Bronze	Silver	Gold
Requirement				
Consultant certified by Viindoo		1	2	3
New Viindoo users/year	0	40	70	100
Re-subscription Rate	0%	60%	70%	80%

- Partner Level will be evaluated every three months by Viindoo. If the above two requirements are satisfied, they will be upgraded without any additional upgrade fees until the end of the agreement period.

Article 7: Benefits

Details of benefits for each Partner level are described in the table below:

	Standard	Bronze	Silver	Gold
Recognition				
Visibility on Viindoo.com/Erponline.vn	No	Bronze Partner	Silver Partner	Gold Partner
Right to use Viindoo/ERPOnline brand	No	Yes	Yes	Yes
Use the viindoo.com/erponline.com domain	Compulsory	Optional	Optional	Optional
Training benefits				
Functional Training	No	8 hours	15 hours	30 hours
Technical Training	No	8 hours	15 hours	30 hours
Sales Training and Assistance	0 hours	8 hours	15 hours	24 hours
Sales benefits				
Commission on Viindoo Saas	10%	20%	30%	40%
Commission on Viindoo Apps	5%	10%	15%	20%
Free limited-time Instances	0	5	15	25
Sales tools				

Sales Assistance Toolkit (if any)	Yes	Yes	Yes	Yes
Implementation Consulting Support Toolkit	No	No	Yes	Yes
Access Resources				
Access to Viindoo Add-ons source code	No	Yes	Yes	Yes
Access to Viindoo Enterprise source code	No	No	No	Yes
Viindoo Online Training Documentation	No	Yes	Yes	Yes
Viindoo Forum	Yes	Yes	Yes	Yes

Article 8: Partner Recognition

- Viindoo will promote Bronze, Silver and Gold Partners on the Partners List on Viindoo.com/Erponline.vn.
- Viindoo grants Partner, on a non-exclusive basis, the right to use and reproduce the Viindoo Partner logo of the corresponding partnership level concerning this Partnership Agreement.

Article 9: Training

- Depending on the Partner level, the Partner has access to Viindoo's Online Training Program for the duration of this Agreement. Viindoo's Online Training Program is an online e-platform containing a set of technical and functional training documentations, to help Partner acquire and leverage Odoo/Viindoo knowledge, grow their business, attract more customers and build brand awareness.
- Partner has the right to be trained with the hours specified in Article 7 depending on the Partner level.

- Partner also has the option to purchase support services or training by subscribing to a Functional Training or Technical Training Package on Viindoo.com, for an extra fee.

Article 10: Commission

1. Partner sells Products under Viindoo brand

- For Viindoo services purchased by a customer through Partner, and as long as Partner maintains a contractual relationship with the corresponding customer, Partner shall receive a commission according to Article 7, depending on Partner Level.
- Once a month, Partner will receive a Purchase Order with the value calculated according to the following formula:

$$\text{Purchase Order Value} = (\text{Total subscription value last month}) \times (\% \text{ Partner-level commission})$$

- Based on this Purchase Order, Partner shall invoice Viindoo and will be paid within 15 days upon receipt of the invoice.
- For Viindoo Apps, the commission will be paid separately.

2. Partner sells Products under their brand

- Every month, Partner deposits into their wallet on Viindoo system an estimated 70% of the total value of Partner's subscription that is and will maintain the contract for a month or any level but must ensure payment to Viindoo automatically before the 10th of every month to maintain the service.
- Once a month, Partner will receive a Purchase Order with the value calculated according to the following formula:

$$\text{Purchase Order Value} = (\text{Total subscription value last month}) \times (\% \text{ Partner-level commission})$$

- Based on this Purchase Order, Viindoo system will automatically make a payment by deducting money in the Partner's wallet and the invoice will be immediately sent to Partner. In case Partner's wallet does not have enough funds, Partner will receive an additional deposit request email within 15 days. If payment has not been

received after 15 days, Viindoo system will automatically suspend Partner's account.

Article 11: Partnership fee

- Partner agrees to pay the Partnership Annual Fee upon receipt of the annual invoice sent by Viindoo. Rates are as shown in the table below:

Partnership Level	Partnership fee (USD/year)
Gold	1.800
Silver	1.800
Bronze	1.800

- Partner acknowledges that the above-mentioned Partnership fee is non-refundable.

Article 12: Termination

- If either Party fails to fulfill any of its obligations arising herein, and if such a breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.
- **Surviving Provisions:** Point 2 Article 4, Article 13 **will survive any termination or expiration of this Agreement.**
- On expiration or termination of this Agreement, Partner shall not continue to use the Viindoo Partner Document and Logo or have any complaint about the Partnership Agreement with Viindoo; Partner shall comply with the obligations within the notice period before termination; Partners may not use Viindoo's source code for development, test or production purposes.

Article 13: Liability and Indemnities

- To the maximum extent permitted by law, Viindoo is liable for direct damages proved only.
- In no event shall Viindoo be liable for any indirect damages or any other reason.

- Partner acknowledges that there is no guarantee or assurances that any investment made in the execution of this Agreement will be revoked or profitable.

Article 14: Brand Image

- The "Viindoo" trademark (including Name, visual symbols and logos) is the exclusive property of Viindoo.
- Viindoo authorizes Partner to use the "Viindoo" trademark to promote their products and services, to the scope of this agreement only, on the condition that:
 - Partner does not use the word “Viindoo” in their company name, product name, domain name, and does not register any trademarks that include it.
 - Neither party (Viindoo and the Partner) damages the brand image and reputation of the other party, in any way whatsoever, in the performance of this Agreement.
- Non-compliance with the provisions of this article shall be a cause for termination of this Agreement.

Article 15: Publicity

- Partner grants Viindoo the nonexclusive right to use Partner’s name or trademarks in press releases, advertisements or other public announcements.
- In particular, Partner accepts to be mentioned in the official list of Viindoo Partners on Viindoo.com/Erponline.vn, and that Partner’s logo and trademarks may be used for this purpose only.

Article 16: No Soliciting or Hiring

- Except where the other Party gives its consent in writing, the two Parties agree not to solicit or offer employment to any employee of the other Party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of the mentioned employee toward that end, the breaching Party agrees to pay the other Party an amount of USD 25,000 (Twenty five thousand USD).

Article 17: General Commitment

- The two Parties undertake to comply with the terms stated in the Agreement. If either Party breaches, that Party must be fully responsible to compensate for any loss caused by that Party.
- During the implementation of the Agreement, if any problems arise, the parties must notify each other and actively settle on the basis of negotiation, conciliation, equality and mutual benefit. If it cannot be resolved by mediation methods, the dispute will be settled at the People's Court of Hai Phong City.
- The conditions not specified in this Agreement shall comply with the current provisions of the laws of the Socialist Republic of Vietnam.

Article 18: Agreement Validity

- This Agreement takes effect from the date it is fully signed by the competent person of the two parties.
- The Agreement is made in two (02) copies, of equal legal validity, each party holds one (01) copy.

VIINDOO**PARTNER**