

Partner Referral Agreement

TrustWeave Partner Program

IMPORTANT LEGAL NOTICE:

This document is a template for reference purposes only. All partner agreements must be reviewed and executed through Geoknoesis LLC's legal process. Contact partners@geoknoesis.com to initiate the formal partner agreement process.

Partner Referral Agreement

This Partner Referral Agreement ("Agreement") is entered into as of [DATE] ("Effective Date") by and between:

Geoknoesis LLC, a [STATE/COUNTRY] limited liability company, with its principal place of business at [ADDRESS] ("Geoknoesis" or "Company")

and

[PARTNER NAME], a [ENTITY TYPE] with its principal place of business at [ADDRESS] ("Partner")

Collectively referred to as the "Parties"

1. Recitals

WHEREAS, Geoknoesis develops and markets TrustWeave, a decentralized identity and trust infrastructure software library;

WHEREAS, Partner desires to refer potential customers to Geoknoesis for commercial licensing and professional services;

WHEREAS, Geoknoesis desires to engage Partner as a non-exclusive referral partner;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

2. Definitions

2.1 "Commercial License" means a commercial license agreement for TrustWeave entered into between Geoknoesis and a Customer.

2.2 "Customer" means a third party that enters into a Commercial License or Professional Services Agreement with Geoknoesis.

2.3 "Deal" means a potential transaction between Geoknoesis and a prospective Customer for Commercial License or Professional Services.

2.4 "Deal Registration" means Partner's submission of a Deal through the Partner Portal in accordance with Section 4.

2.5 "Effective Date" means the date this Agreement is executed by both Parties.

2.6 "Partner Portal" means the online portal provided by Geoknoesis for Deal registration, tracking, and commission reporting.

2.7 "Professional Services" means consulting, implementation, training, custom development, or support services provided by Geoknoesis to a Customer.

2.8 "Qualified Deal" means a Deal that meets all criteria set forth in Section 4.3.

2.9 "Referral" means Partner's introduction of a prospective Customer to Geoknoesis that results in a Qualified Deal.

2.10 "TrustWeave" means the TrustWeave software library and related products and services developed and marketed by Geoknoesis.

3. Appointment and Relationship

3.1 Non-Exclusive Appointment. Geoknoesis hereby appoints Partner as a non-exclusive referral partner for TrustWeave. Partner may refer potential customers to Geoknoesis, and Geoknoesis may engage other partners and sell directly to customers.

3.2 Independent Contractor. Partner is an independent contractor and not an employee, agent, or legal representative of Geoknoesis. Partner has no authority to bind Geoknoesis to any agreement or obligation.

3.3 Partner Tier. Partner is initially appointed as a **[BRONZE/SILVER/GOLD]** Partner, subject to the terms and commission structure applicable to such tier as set forth in the Partner Program Guide.

3.4 Partner Program Guide. The TrustWeave Partner Program document ("Partner Program Guide"), as may be updated from time to time, is incorporated by reference. In case of conflict, this Agreement shall control.

4. Deal Registration and Qualification

4.1 Deal Registration Required. Partner must register each Deal through the Partner Portal before the first substantive business discussion between Geoknoesis and the prospective Customer. Deals not registered in accordance with this Section shall not qualify for commission.

4.2 Deal Registration Information. Partner shall provide the following information when registering a Deal:

- (a) Customer name and contact information
- (b) Estimated deal size and timeline

- (c) Use case and requirements
- (d) Partner's relationship with the Customer
- (e) Any other information reasonably requested by Geoknoesis

4.3 Qualified Deal Criteria. A Deal qualifies for commission only if all of the following criteria are met:

- (a) Partner made the initial introduction (not an inbound lead to Geoknoesis)
- (b) Deal is registered in the Partner Portal before first customer contact
- (c) Minimum deal size of \$25,000 ARR (annual recurring revenue) or equivalent
- (d) Customer enters into a Commercial License or Professional Services Agreement
- (e) Deal closes within twelve (12) months of Deal Registration
- (f) Customer is not an existing Geoknoesis customer (renewals and expansions excluded)
- (g) Partner maintains active involvement in the sales process

4.4 Deal Approval. Geoknoesis will review and approve or reject Deal Registrations within forty-eight (48) hours. Geoknoesis may reject a Deal Registration if:

- (a) The Deal is already in Geoknoesis's sales pipeline
- (b) The Deal does not meet qualification criteria
- (c) There is a conflict of interest
- (d) The Deal is otherwise not suitable for the Partner Program

4.5 Deal Conflicts. If multiple partners claim the same Deal, Geoknoesis will determine which partner (if any) is entitled to commission based on the first valid Deal Registration timestamp and evidence of introduction.

5. Commission Structure

5.1 Commission Rates. Partner shall receive commissions on Qualified Deals in accordance with the commission structure for Partner's tier as set forth in the Partner Program Guide, which may be updated from time to time. Current commission rates are:

Bronze Partner:

- Commercial License (first year): 15% of revenue
- Professional Services: 10% of revenue
- Renewals: 0%

Silver Partner:

- Commercial License (first year): 20% of revenue
- Commercial License (renewals, years 2-3): 5% of revenue
- Professional Services: 15% of revenue

Gold Partner:

- Commercial License (first year): 25% of revenue
- Commercial License (renewals, years 2-4): 10% of revenue

- Professional Services: 20% of revenue

5.2 Commission Calculation. Commissions are calculated based on:

- (a) Net revenue actually received by Geoknoesis from the Customer
- (b) Excluding taxes, refunds, credits, and discounts
- (c) Multi-year contracts: Commission paid on committed revenue for all contract years

5.3 Bonuses. Partner may be eligible for deal size bonuses, multi-year contract bonuses, and annual performance bonuses as set forth in the Partner Program Guide.

5.4 Commission Exclusions. No commission shall be paid on:

- (a) Open source license usage (AGPL v3.0)
- (b) Existing customer renewals (unless Partner was the original referrer)
- (c) Customer expansions or upsells (unless Partner actively facilitated)
- (d) Government contracts requiring special terms (subject to separate agreement)
- (e) Deals below \$25,000 ARR
- (f) Revenue from third-party products or services

5.5 Commission Adjustments. Geoknoesis may adjust commission rates or structure with thirty (30) days written notice. Adjustments apply to new Deal Registrations after the effective date of the change.

6. Payment Terms

6.1 Payment Schedule. Geoknoesis shall pay commissions within thirty (30) days of receiving payment from the Customer.

6.2 Payment Method. Commissions shall be paid via wire transfer or ACH (for US partners) or international wire transfer (for international partners) to an account designated by Partner.

6.3 Commission Statements. Geoknoesis shall provide monthly commission statements through the Partner Portal showing:

- (a) Qualified Deals and status
- (b) Commission calculations
- (c) Payment history
- (d) Pending payments

6.4 Disputes. Partner must notify Geoknoesis in writing of any commission dispute within thirty (30) days of the commission statement date. Geoknoesis will investigate and respond within thirty (30) days.

6.5 Taxes. Partner is responsible for all taxes on commissions received. Geoknoesis may be required to collect tax information and issue tax forms as required by law.

6.6 Currency. All commissions are calculated and paid in United States Dollars (USD) unless otherwise agreed in writing.

7. Partner Obligations

7.1 Good Faith Efforts. Partner shall use good faith efforts to:

- (a) Identify and refer qualified potential customers
- (b) Provide accurate information about TrustWeave
- (c) Maintain professional standards in all interactions
- (d) Comply with all applicable laws and regulations

7.2 Prohibited Activities. Partner shall not:

- (a) Make false or misleading statements about TrustWeave or Geoknoesis
- (b) Engage in any illegal, unethical, or fraudulent activities
- (c) Violate any third-party intellectual property rights
- (d) Disclose confidential information without authorization
- (e) Compete directly with TrustWeave's core functionality (see Section 8)

7.3 Marketing Materials. Partner may use Geoknoesis-provided marketing materials in accordance with Geoknoesis's brand guidelines. Partner shall not create or distribute marketing materials without Geoknoesis's prior written approval.

7.4 Training. Partner shall complete initial partner training and participate in ongoing training as reasonably requested by Geoknoesis.

7.5 Reporting. Partner shall provide reasonable updates on active Deals and respond to Geoknoesis inquiries in a timely manner.

8. Non-Compete and Non-Solicitation

8.1 Limited Non-Compete. During the term of this Agreement and for twelve (12) months thereafter, Partner shall not develop, market, or sell products or services that directly compete with TrustWeave's core functionality (decentralized identity and verifiable credentials infrastructure). This restriction does not apply to:

- (a) General consulting or professional services
- (b) Products or services that are not directly competitive
- (c) Activities with Geoknoesis's prior written consent

8.2 Non-Solicitation of Employees. During the term of this Agreement and for twelve (12) months thereafter, Partner shall not solicit or hire Geoknoesis employees or contractors without Geoknoesis's prior written consent.

8.3 Reasonableness. The Parties acknowledge that the restrictions in this Section 8 are reasonable and necessary to protect Geoknoesis's legitimate business interests.

9. Confidentiality

9.1 Confidential Information. "Confidential Information" means all non-public information disclosed by Geoknoesis to Partner, including but not limited to:

- (a) Customer information and deal terms
- (b) Pricing and commission structures
- (c) Product roadmaps and technical information
- (d) Business strategies and financial information
- (e) Any information marked as confidential

9.2 Obligations. Partner agrees to:

- (a) Hold Confidential Information in strict confidence
- (b) Use Confidential Information solely for the purpose of performing under this Agreement
- (c) Not disclose Confidential Information to third parties without Geoknoesis's prior written consent
- (d) Take reasonable measures to protect Confidential Information

9.3 Exceptions. Confidential Information does not include information that:

- (a) Is publicly available or becomes publicly available through no breach of this Agreement
- (b) Was known to Partner prior to disclosure
- (c) Is independently developed by Partner without use of Confidential Information
- (d) Is required to be disclosed by law or court order (with prior notice to Geoknoesis)

9.4 Return of Information. Upon termination of this Agreement, Partner shall return or destroy all Confidential Information, except as required by law or for record-keeping purposes.

10. Intellectual Property

10.1 Geoknoesis Ownership. Geoknoesis retains all right, title, and interest in TrustWeave, including all intellectual property rights. This Agreement does not grant Partner any rights in TrustWeave or Geoknoesis's intellectual property.

10.2 Partner Materials. Partner retains ownership of any materials created by Partner, provided that Partner grants Geoknoesis a non-exclusive license to use such materials for marketing and promotional purposes related to the Partner Program.

10.3 Feedback. Partner may provide feedback, suggestions, or ideas to Geoknoesis. Geoknoesis may use such feedback without obligation or compensation to Partner.

11. Term and Termination

11.1 Term. This Agreement commences on the Effective Date and continues for one (1) year, unless earlier terminated in accordance with this Section 11.

11.2 Renewal. This Agreement automatically renews for successive one (1) year terms unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

11.3 Termination for Convenience. Either Party may terminate this Agreement at any time with thirty (30) days written notice to the other Party.

11.4 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) Materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice
- (b) Becomes insolvent or files for bankruptcy
- (c) Engages in fraudulent or illegal activities

11.5 Effect of Termination. Upon termination:

- (a) Partner's right to register new Deals ceases immediately
- (b) Partner remains entitled to commissions on Qualified Deals closed before termination
- (c) Sections 8 (Non-Compete), 9 (Confidentiality), 12 (Warranties and Disclaimers), 13 (Limitation of Liability), and 15 (General Provisions) survive termination

11.6 Commission After Termination. Partner shall receive commissions on Qualified Deals that close within six (6) months after termination, provided the Deal was registered before termination.

12. Warranties and Disclaimers

12.1 Mutual Warranties. Each Party represents and warrants that:

- (a) It has the authority to enter into this Agreement
- (b) It will comply with all applicable laws and regulations
- (c) It will perform its obligations in a professional manner

12.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GEOKNOESIS PROVIDES TRUSTWEAVE AND RELATED SERVICES "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12.3 No Guarantees. Geoknoesis makes no guarantees regarding:

- (a) The number or value of Deals that may be referred
 - (b) The likelihood that any Deal will close
 - (c) Commission amounts or payment timing
 - (d) The success of the Partner Program
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13. Limitation of Liability

13.1 Limitation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13.2 Cap. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO PARTNER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13.3 Exceptions. The limitations in this Section 13 do not apply to:

- (a) Intentional misconduct or fraud
 - (b) Breaches of confidentiality obligations
 - (c) Infringement of intellectual property rights
 - (d) Indemnification obligations under Section 14
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14. Indemnification

14.1 Partner Indemnification. Partner shall indemnify, defend, and hold harmless Geoknoesis from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- (a) Partner's breach of this Agreement
- (b) Partner's violation of any law or regulation
- (c) Partner's misrepresentation or false statements about TrustWeave
- (d) Partner's infringement of third-party intellectual property rights

14.2 Geoknoesis Indemnification. Geoknoesis shall indemnify, defend, and hold harmless Partner from any claims that TrustWeave infringes a third party's intellectual property rights, provided Partner:

- (a) Promptly notifies Geoknoesis of the claim
 - (b) Allows Geoknoesis to control the defense
 - (c) Cooperates with Geoknoesis in the defense
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15. General Provisions

15.1 Entire Agreement. This Agreement, together with the Partner Program Guide, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

15.2 Amendments. This Agreement may only be amended by written agreement signed by both Parties.

15.3 Assignment. Partner may not assign this Agreement without Geoknoesis's prior written consent. Geoknoesis may assign this Agreement to an affiliate or in connection with a merger or acquisition.

15.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to conflict of law principles.

15.5 Dispute Resolution.

- (a) The Parties shall attempt to resolve disputes through good faith negotiation
- (b) If negotiation fails, disputes shall be resolved through binding arbitration in accordance with [ARBITRATION RULES]

- (c) The arbitration shall be conducted in [LOCATION]
- (d) Each Party shall bear its own costs and attorneys' fees

15.6 Notices. All notices under this Agreement must be in writing and delivered to:

- **Geoknoesis:** [ADDRESS], Attn: Partner Program Manager, Email: partners@geoknoesis.com
- **Partner:** [ADDRESS], Email: [EMAIL]

15.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.8 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party.

15.9 Force Majeure. Neither Party shall be liable for failure to perform due to circumstances beyond its reasonable control, including natural disasters, war, terrorism, or government actions.

15.10 Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties.

15.11 Counterparts. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

16. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GEOKNOESIS LLC

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____

PARTNER

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____

Schedule A: Partner Information

Partner Name: [PARTNER NAME]

Entity Type: [CORPORATION/LLC/INDIVIDUAL/etc.]

Tax ID/EIN: [TAX ID]

Address: [ADDRESS]

Email: [EMAIL]

Phone: [PHONE]

Partner Portal Username: [USERNAME]

Initial Partner Tier: [BRONZE/SILVER/GOLD]

Payment Information:

- Bank Name: [BANK NAME]
 - Account Number: [ACCOUNT NUMBER]
 - Routing Number: [ROUTING NUMBER]
 - SWIFT Code (if international): [SWIFT CODE]
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Schedule B: Commission Structure Details

[Attach current Partner Program Guide or commission schedule]

Document Version: 1.0

Last Updated: 2025

Template Status: For Reference Only - Not a Binding Agreement

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