

Dokobit Partnership Agreement General Terms

The following Dokobit partnership agreement general terms (**General Terms**) are valid from and last updated on January 1, 2023.

These General Terms apply to Dokobit, UAB, a private limited liability company organised and existing under the laws of the Republic of Lithuania, legal entity code 301549834, Paupio street 50-136, Vilnius, the Republic of Lithuania, (**Dokobit**), and any partner who enters into the partnership agreement with Dokobit (**Partner**), each individually referred to as the **Party** and jointly as the **Parties**.

By entering into a partnership agreement with Dokobit, Partner agrees to be legally bound by these General Terms, Special Terms and Subscription Terms depending on the chosen partnership programme type (all together forming a single partnership agreement between Dokobit and Partner and collectively referred to as **Agreement**).

If any provisions of these Agreement documents may be construed as being in conflict with one another, the following hierarchy of precedence shall be followed for purposes of interpreting and applying the provisions of the Agreement: (1) first, Subscription Terms; (2) second, Special Terms; (3) third, General Terms. For the avoidance of doubt, the terms ranked first will take precedence over the terms ranked lower above (for example, Subscription Terms shall take precedence over Special Terms).

To have a full understanding of the Agreement, please read all documents of the Agreement and their annexes (if any) carefully. In case of any unclarities, before entering into this Agreement, please contact Dokobit via partners@dokobit.com.

If you enter into this Agreement on behalf of an entity, you represent that you have the legal authority to bind that entity.

If not provided otherwise, definitions used herein shall have the same meaning as well in the Special Terms and (or) Subscription Terms.

1. Purpose of Partnership

- 1.1. Dokobit partnerships and their benefits are only available to the companies which enter into the contractual Agreement with Dokobit.
- 1.2. The objective of the Partner in the context of this Agreement is to find prospective customers for the Dokobit services and, along with that – gain Dokobit industry experience, as well as multiple other partnership benefits.
- 1.3. This Agreement does not regulate Dokobit services to end-users qualities and terms. For Dokobit main services to end-users provision qualities, description and acceptable use, please consult <https://www.dokobit.com/compliance/terms-of-service>. Dokobit services generally include cloud-based services (SaaS) for uploading, signing, storing, managing, archiving documents, e-signatures and seals (qualified and non-qualified) validation, authentication, processes implementation tools (documents sharing) and others. Dokobit services can be integrable through API (Application Programming Interface) solutions or provided through the services portal (accessible at <https://www.dokobit.com/>).
- 1.4. Except as otherwise indicated, the Dokobit services are provided “as is” without warranty of any kind, whether expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality, accuracy, adequacy, completeness, currency, correctness, or validity of any information, material or content provided by the end-user through the Dokobit services rests with the end-user.
- 1.5. Dokobit will put its best effort to make the Dokobit services available to the users 24 hours a day, 7 days a week, except for planned downtimes (with advance notice of at least 14 days via email and (or) through the services). By virtue of these General Terms, however, Dokobit does not assume any responsibility nor obligation in guaranteeing any specific uptime, service

levels or response time rates (such may be agreed upon in the Subscription Terms entered into between Dokobit and Partner). Should the Partner wish to check Dokobit performance regarding the availability of the services and response times in the past, make sure to visit the Dokobit uptime monitoring platform at <http://uptime.dokobit.com/>.

- 1.6. Dokobit is constantly innovating, changing, and improving its services. Dokobit retains the right to amend the services anytime by expanding or narrowing their scope, adding new functionalities, updating user interfaces or altering Dokobit services in any other way without any permission of the Partner.
- 1.7. In case of a change having a material adverse impact on services, Dokobit will make commercially reasonable efforts to inform Partner via email.
- 1.8. For modifications to the services that Dokobit needs to make to meet security, safety, legal or regulatory requirements, Dokobit may not be able to notify Partner in advance.
- 1.9. Partner is fully responsible for providing his customers with full information about the Dokobit services, its provision, functionalities, acceptable use and (or) changes in the Dokobit services' provision.
- 1.10. Dokobit will make all necessary efforts to inform Partner in advance about any known circumstances which might indicate possible discontinuation of Dokobit services.
- 1.11. Following this Agreement, Partner shall act in good faith and reasonably and shall ensure that it conforms best to the interests of Dokobit.
- 1.12. Partner acknowledges Dokobit's right, Dokobit's title and Dokobit's interest in and to Dokobit company and acknowledges that nothing herein will be construed to accord to Partner any rights with regards to Dokobit or Dokobit service. Partner covenants that it will not:
 - (i) at any time challenge Dokobit rights, title, or interest in its course of business (other than to assert the specific rights granted to Partner under this Agreement); and
 - (ii) represent to any third party that it has any ownership or rights with respect to Dokobit other than the specific rights and obligations conferred by this Agreement.

2. Partnership Types

- 2.1. Dokobit offers the following partnership types:
 - (i) Referral;
 - (ii) Reseller;
 - (iii) Solution Partner.
- 2.2. The Solution partnership programme type has three different levels. Each level grants different benefits to the Partner. A specific level might be assigned to a Partner under the sole discretion of Dokobit and acceptance by the Partner based on the targets set and results achieved. Solution partnership levels are:
 - (i) Registered;
 - (ii) Premium;
 - (iii) Strategic.
- 2.3. Legally binding detailed terms and conditions applicable to specific partnership programme type the Partner agrees with Dokobit on are provided in the Special Terms, which are different for each partnership programme type.

- 2.4. Parties hereby agree that the Partner is Dokobit partner for the partnership type indicated in the Subscription Terms.
- 2.5. Dokobit does not offer exclusive partnerships and nothing in the Agreement shall be interpreted as giving any exclusivity to any level (type) Partner.

3. Intellectual Property, Trademarks, Marketing and Publicity

- 3.1. Dokobit and Dokobit licensors have and retain all rights, title and interest in their all intellectual property (intellectual property objects such as copyright and other works of authorship (cloud products/solutions, technological solutions, updates, data, databases, architecture of the code, software programs, articles and publications, graphic user interfaces, application programming interfaces, etc.) as well as industrial property (trademarks, patents, designs, trade secrets, etc.) and all moral rights related thereto) used for the provision of Dokobit services and execution of this Agreement.
- 3.2. Dokobit intellectual property may be used by third parties only if written approval has been acquired from Dokobit prior to any such uses for any purpose.
- 3.3. Dokobit will make available to Partner a variety of sales and marketing materials such as logos, brochures, banners, photos, etc. (**Materials**), which are subject to the terms and conditions hereof. In utilising the Materials, Partner agrees that Partner:
 - (i) may use the Materials only for the purposes of performing its obligations under this Agreement;
 - (ii) will not modify, alter or otherwise change the Materials without Dokobit's prior written consent;
 - (iii) will cooperate fully with Dokobit in order to maintain the Materials (in good condition, regularly inspected, adjusted when/if necessary); and
 - (iv) will use only the Materials which are provided by Dokobit or expressly approved by Dokobit in advance of any such use.
- 3.4. Irrespectively, all trademarks, service marks, trade names, logos or other words or symbols identifying Dokobit services or Dokobit business (**Dokobit Marks**) are and will remain the exclusive property of Dokobit.
- 3.5. Partner acknowledges and agrees that Dokobit is the owner and/or licensee of Dokobit Marks and that all goodwill arising from the Partner's use of the Dokobit Marks under this Agreement shall inure to Dokobit. Partner shall not acquire any right to or interest in any Dokobit Marks. Partner shall not at any time or in any way indicate ownership of or any right in the Dokobit Marks and shall not contest the right of Dokobit and its affiliates to the use of any of the Dokobit Marks.
- 3.6. Partner agrees to actively promote and market the Dokobit services to its customers, including by conducting marketing and advertising campaigns for its customers. However, Partner undertakes to withdraw, cancel and/or hide (whatever is required by Dokobit) without undue delay any Materials which Dokobit would consider inappropriate and/or unacceptable for use for any reason upon the Dokobit written notice.
- 3.7. In the event Dokobit conducts any marketing or advertising campaigns with respect to its relationship with Partner, and such campaigns and related materials only use Partner's company title and/or disclose that Partner is the partner of Dokobit, such campaigns and related materials do not require any necessary approval by Partner before Dokobit can make such campaigns and use related materials.

4. Non-disclosure and Non-competition

- 4.1. For the purpose of this Agreement, confidential information means any and all financial, technical, operational, administrative, business, corporate, commercial and any other information and data, including personal data processed by the Parties, whatsoever relating to any of the Parties, any of the Parties' subsidiary, parent or any affiliate of a Party that controls a Party, directly or indirectly through one or more intermediaries, is controlled by a Party or is jointly controlled with a Party (**Group**), and/or the business relationship between the Parties which is provided to a Party or any of its directors, officers, employees, professional advisers (**Authorised Recipients**), whether orally, visually or in writing (including electronic transfer, and by any media), by the other Party, whether provided before or after the execution of this Agreement (**Confidential Information**). Confidential Information may also be verbal, i.e. existing in human memory and not preserved (expressed) in any material form. The way information is stored does not determine the value of the information.
- 4.2. Confidential Information, regardless of its obviousness or accessibility, shall consist of any data or copies of data relating to the Party or the Group, irrespective of its form, materiality, completeness, level of progress, reproduction or encryption, as defined in any form by the Party or Group at the time of disclosure to the other Party, regardless of whether the Confidential Information is disclosed to the Party in the business relationship between the Parties or becomes known to a Party in any other way, data which is Party's commercial secret, as well as all other data of the company protected by legal acts.
- 4.3. In addition, Confidential Information includes any and all information, without limitation, details of business relationships and specifications of services, business information, know-how, data, technology, inventions, designs, processes, models, devices, research and development plans, procedures and applications, software codes, source code, schematics, functionality, technical requirements of the software project, data on access to information and its resources, software used, computer programs and their integral parts, licenses, infrastructure, algorithms, including data invented, developed or developed through the company's equipment or infrastructure, existing or potential customers, clients, partners, service providers and employees (colleagues or other persons) or contract-based persons within the company, their qualifications, expertise, abilities, wages, honorarium, royalties and any other non-public, sensitive information, disclosed by the Parties to one another.
- 4.4. In the event that the Parties enter into or have entered into other obligations regarding Confidential Information or non-disclosure contrary to or complementary to the provisions of this Agreement, Parties will be bound by obligations (parts thereof) which regulate the protection of Confidential Information more strictly, provide for higher sanctions and/or a wider range of Confidential Information.
- 4.5. The Confidential Information will be received and held in the strictest confidence and safe custody with all reasonable security precautions taken by the receiving Party and in the prevention of any unauthorised disclosure, directly or indirectly, in whole or in part, by active or passive action to any person other than Authorised Recipients who need to know such Confidential Information for the purpose of the relationship between the Parties, and on condition that such Authorised Recipient is subject to the confidentiality obligations not less restrictive than the disclosing Party is subject to. Confidential Information shall be safeguarded not only through this Agreement, but also through all other reasonable legal, organisational and technical means.
- 4.6. The Confidential Information shall be used solely for the purpose of the mutual business relationship between the Parties and the Parties shall not make use of the Confidential Information or let it be used for any other purpose, including personal use or use for its own purposes of any kind. In these regards, each Party will seek to minimise the number of Authorised Recipients and will ensure that Party's employees are given access to the Confidential Information only on a "need to know" basis and "least privilege" access for the purposes of dealing with the Party and that these employees are informed of the confidential nature of the Confidential Information and are contractually bound to safeguard the

Confidential Information not less restrictive than it applies to a Party. No intellectual property right or license to any Confidential Information, software or technology is granted hereunder.

- 4.7. Each Party and its Authorised Recipients will not make any transfer, print or electronic copy whatsoever of any material or media containing Confidential Information or its copies in any form and will not store the Confidential Information electronically outside its usual place of business or by active or passive action enable any third party to do so.
- 4.8. Each Party shall promptly notify one another of any misuse or misappropriation of Confidential Information that comes to the Party's attention.
- 4.9. The restrictions on use, disclosure and confidentiality of Confidential Information set forth in this Agreement do not include any part of the Confidential Information if, and to the extent that:
 - (i) such information at the time of the disclosure was public knowledge;
 - (ii) such information subsequently has become public knowledge other than by reason of a breach by active or a passive action by any Party or any of its Authorised Recipients of this Agreement;
 - (iii) such information was obtained by a Party from a third party which is not in itself in breach of a confidentiality or fiduciary obligation;
 - (iv) such information is required to be disclosed pursuant to applicable law or by order of a court;
 - (v) such information is used or disclosed with the prior written authorisation of the other Party.
- 4.10. If a Party or any of its Authorised Recipients become legally compelled to disclose any part of the Confidential Information, this Party will, to the extent reasonably practicable and permitted by applicable law, rule or regulation, promptly and before such disclosure, notify the other Party thereof, thus permitting the other Party to seek a protective order or take other appropriate legal action. The Party being legally compelled to disclose Confidential Information agrees to assist and cooperate on the form and timing of any such required disclosure to the extent reasonably practicable and permitted by applicable law.
- 4.11. The Parties agree that a Party may suffer irreparable harm and damage as a result of a breach or threatened breach of these clauses 4.1-4.10 of the Agreement by the other Party or by any of its Authorised Recipients, and that a remedy at law may not be adequate to compensate the Party for such harm and damage. This Party shall therefore be entitled to the entry of a permanent injunction to enjoin any violation of this Agreement. The foregoing remedy shall be in addition to and shall not limit any other rights and remedies available. Thus, the Party which infringed on these clauses 4.1-4.10 of the Agreement upon demand of the damaged Party shall pay to the damaged Party a contractual penalty of EUR 10 000 and compensate other loss, which is not covered by the said penalty. Payment of the penalty does not relieve the specific persons responsible for infringement from criminal, administrative, disciplinary or civil liability.
- 4.12. Partner itself or through any existing or future Group company will not (i) develop or buy development of any services or products/solutions that could be competing with or similar to Dokobit services and could be developed in the use of the Dokobit services' *know-how* gained by the Partner from the execution of this Agreement and/or use of Dokobit services, and (ii) provide any services that are similar or the same as Dokobit business model – during the validity of the Agreement or while Parties are still cooperating and 2 years after its expiration. If Partner violates the undertakings described in this clause 4.12, Partner shall pay to the other Party the penalty of EUR 100 000 for each case of the infringement.
- 4.13. A Partner that integrates Dokobit services into its system (e.g. in the case of a partnership programme type – Reseller) shall not anyhow indicate that e-signing, authentication and other

functionalities based on Dokobit services are services provided by the Partner itself (not Dokobit).

- 4.14. Partner is forbidden to resell Dokobit services to any subjects competing with or providing services that are similar to Dokobit, also to any subjects that might be involved in terrorist organisations, money laundering activities, are from terrorist states or are subject to applicable sanctions. Partner confirms to Dokobit that Partner and its beneficiaries, any subjects to whom Dokobit services are resold, do not include persons subject to international sanctions in Lithuania, the European Union or the United States of America, or persons, who have violated money laundering and terrorist financing rules applicable in Lithuania, the European Union or the United States of America. Partner has carried out and continues to carry out background checks for the abovementioned persons and to verify that the previously mentioned criteria do not hold true for such persons.

5. Personal Data

- 5.1. Personal data processing terms are governed by Special Terms with regard to each of the partnership programme types.

6. Representations and Warranties

- 6.1. Each Party hereby represents that:
- (i) is duly authorised to conclude this Agreement;
 - (ii) has individually discussed or has had an opportunity to individually discuss terms of the Agreement with the other Party, fully understands and accepts them;
 - (iii) has and will have all licences, permits and other consents, as well as it made and will make all notifications which are necessary for the performance of this Agreement;
 - (iv) has and will have all human, material and financial resources necessary for the performance of this Agreement.
- 6.2. Any disclosing Party gives no warranty, express or implied, regarding the Confidential Information provided to the other Party.
- 6.3. Each Party acknowledges that close cooperation between the Parties is necessary for duly performance of this Agreement.
- 6.4. Partner hereby represents having full responsibility for any applicable taxes for any profit received from Dokobit. Dokobit shall have no responsibility for determining, remitting, or withholding any taxes applicable to the commissions paid to Partner. Partner will defend and indemnify Dokobit against any liabilities in any third party legal proceeding to the extent arising from any taxation issues related to any Partner benefit received from Dokobit.
- 6.5. Partner hereby represents that the profit share model provided in this Agreement is sufficient and confirmed by both Parties.
- 6.6. Partner hereby represents that it has had an opportunity to familiarise itself with the information concerning Dokobit services and will stay updated on its own initiative.

7. Liability and Force Majeure

- 7.1. Each Party is liable for losses which the other Party incurs due to violation of the Agreement by the other Party. The Party undertakes to reimburse only direct damages incurred due to such liability to the affected Party subject to limitations set out in this Agreement.

- 7.2. If in light of this Agreement Partner enters into a direct agreement with any customer (be it a legal entity or natural person), Partner takes full responsibility for the Dokobit services' use by its customers and any other persons thereafter. To that end, before selling or providing any access to Dokobit services to any other persons, Partner shall ensure such persons undertake to comply and/or take responsibility for the compliance of their own clients (in case of further distribution) with detailed and clear terms of service, describing Dokobit services terms and conditions, and acceptable use policy with no less requirements than it is described in the Dokobit Terms of Service and Acceptable Use Policy documents of the latest version in force and as furtherly updated thereafter.
- 7.3. Dokobit maximum aggregate liability under or in connection with this Agreement and the partnership, whether in contract, tort (including negligence) or otherwise, shall be limited to and will not exceed the sum equal to:
- (i) the aggregate amount which Dokobit is obliged to pay Partner under this Agreement in the period of 6 (six) consecutive months prior to the moment damage occurred, if, depending on the type of partnership, Dokobit pays the Partner (for example, Partnership type – Referral);
 - (ii) the aggregate amount which Partner is obliged to pay Dokobit under this Agreement (including Dokobit service agreements to be concluded in the framework and execution of this Agreement) in the period of 6 (six) consecutive months prior to the moment damage occurred, if, depending on the type of partnership, Partner pays the Dokobit (for example, Partnership type – Reseller);
 - (iii) alternatively, one of the amounts set out below, whichever is bigger, if, depending on the type of partnership, Partner pays Dokobit and Dokobit pays Partner (for example, Partnership type – Solution Partner):
 - the aggregate amount which Dokobit is obliged to pay Partner under this Agreement in the period of 6 (six) consecutive months prior to the moment damage occurred; or
 - the aggregate amount which Partner is obliged to pay Dokobit under this Agreement (including Dokobit service agreements to be concluded in the framework and execution of this Agreement for reselling purposes) in the period of 6 (six) consecutive months prior to the moment damage occurred.
- 7.4. In case separate Dokobit service agreements are concluded between Parties in the framework and execution of this Agreement for reselling purposes (for example, Partnership types – Reseller, Solution Partner) and limitation of liability clauses in those Dokobit service agreements provide for different money caps (higher or lower), money cap established in the clause 7.3 of these General Terms shall be applicable and prevail for the purposes of limitation of liability with respect to such Partner.
- 7.5. In any event, the civil liability of Dokobit shall arise only upon the existence of the fault.
- 7.6. Each Party will remain liable to its employees and (or) other persons (sub-contractors) that engage to perform this Agreement.
- 7.7. In case of any changes to the address, email address, bank account number or other details of any of the Parties as well as the details, the Party shall immediately but not later than within 3 business days, inform the other Party thereof. Failure by a Party to comply with these requirements shall deprive such Party of the right to make claims or responses that any action taken by the other Party according to the details last known to it is inconsistent with the terms and conditions of this Agreement or that the Party has not received notices sent according to those details.
- 7.8. Each Party will not be subject to liability and will be released from liability for non-performance or improper performance of this Agreement due to circumstances of force majeure that

occurred after the signing of the Agreement and are beyond the Parties' control and could not have been foreseen or avoided.

- 7.9. Each Party shall notify the other Party about force majeure circumstances within 3 calendar days after the day of occurrence of such circumstances. If the Party fails to notify or does so with undue delay, it shall lose the right to be guided by the circumstances referred to in this clause as a basis for exemption from liability for non-fulfilment of obligations.
- 7.10. Upon the expiry of the above circumstances, the Parties shall immediately commence or continue the performance of their obligations.
- 7.11. The Agreement may be terminated by a written statement of one of the Parties if the force majeure circumstances, due to which the Party cannot fulfil its obligations under the Agreement, continue for more than 60 calendar days.

8. Specifics of exemptions from liability and limitation of liability

- 8.1. Nothing in this Agreement shall exclude or limit either Party's liability for damages resulting from:
 - (i) wilful misconduct (intentional fault) or gross negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) misuse of Confidential Information;
 - (iv) non-payment of sums properly due and owing to the other in the course of normal performance of this Agreement; or
 - (v) other cases and to the extent where imperative norms of applicable law clearly forbid such limitation: death or personal injury resulting from the negligence of either Party or their agents or employees, non-pecuniary harm, other (if applicable).
- 8.2. Dokobit shall not be liable under or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) for any of the following loss or damage suffered or incurred by the Partner (whether or not any such loss or damage was or was not foreseeable or within the contemplation of the Parties):
 - (i) loss of profit;
 - (ii) loss of anticipated savings;
 - (iii) loss of business opportunity;
 - (iv) consequential losses;
 - (v) any other type of indirect damages.

9. Validity and Termination

- 9.1. Agreement will be deemed valid starting from the date of signature of the Subscription Terms by the Partner.
- 9.2. The Agreement shall remain in force for the one-year period with automatic renewal for another 1 year period if neither of the Parties objects in writing 30 days in advance of such renewal.
- 9.3. The rights and obligations arising from the provisions of this Agreement that define protection of the Confidential Information shall remain in force for the Parties indefinitely.

- 9.4. The rights and obligations arising from the provisions of this Agreement that define non-competition (clause 4.12), shall remain valid during the entire period of Parties' cooperation and for 2 years after the Agreement has expired.
- 9.5. Any other section of this Agreement which, by its nature, is intended to survive the expiration or termination of this Agreement will survive the termination of the Agreement in accordance with their respective terms.
- 9.6. Termination of this Agreement does not absolve the Parties of payments due to the other Party for amounts earned prior to the termination of the Agreement.
- 9.7. If Partner performs any actions which might violate Dokobit's business reputation, Dokobit shall have the right to terminate the Agreement unilaterally without referring to court upon 14 days prior written notice.
- 9.8. If Dokobit is late in paying Partner for more than 30 days and fails to pay its debts within the period of 14 days termination written notice, Partner shall have the right to terminate the Agreement unilaterally upon serving written notice and without referring to court.
- 9.9. Partner may terminate the Agreement prematurely by giving written notice to Dokobit 3 months in advance. In such case, Partner shall pay all sums due. The Agreement is concluded, and the prices, bonuses and discounts are agreed on the basis of the Parties' reasonable expectation that the Agreement will remain in force for the full agreed term (the relevant each one-year period irrespective of renewal times) and will not be terminated early. Therefore, in the event of unilateral termination of the Agreement at the initiative of the Partner, the prices of the services, bonuses and discounts provided by Dokobit shall be recalculated in accordance with the Dokobit standard rates and Partner shall be obliged to cover any difference between the rates specifically applied to it on the basis of the Agreement and the standard rates of Dokobit.
- 9.10. Either Party may terminate the Agreement upon written notice immediately if:
 - (i) the other Party is adjudicated bankrupt or insolvent;
 - (ii) the other Party files a petition under the bankruptcy or insolvency laws of any jurisdiction or has a receiver, trustee or similar officer appointed over all or a substantial part of its assets; or
 - (iii) the other Party is in material breach of any term, provision, representation or warranty contained in this Agreement, which breach is not cured in 30 days of receipt of notice of such breach, or immediately in the event that any such breach is not subject to cure.
- 9.11. Upon termination of the Agreement by the Party on the grounds set out in clause 9.10 (iii), the other Party which breached the Agreement shall, within 30 days as of the termination of the Agreement, pay the contractual penalty in the amount of EUR 5 000. Such a breach will also invalidate further benefits whatsoever under the Agreement.
- 9.12. In the event of any termination of this Agreement, or if otherwise requested by a Party, each Party and its Authorised Recipients shall return (at the other Party's discretion) or destroy (if that does not cause any known loss of and/or the damages on the sole original piece of Confidential Information unless it is authorised in writing by the other Party) all tangible materials in its possession relating to the Confidential Information including but not limited to, drawings, documents and media containing Confidential Information received from the other Party, including all copies hereof, and expunge all Confidential Information received from the other Party from any computer, data processor, data storage or other similar devices. A Party's full compliance with its obligations shall be satisfactorily demonstrated and certified to the other Party upon request.
- 9.13. Termination of this Agreement shall in no way affect the validity of Dokobit's direct agreements with the customers (end-users) and the terms of services applied therein.

10. Security and Compliance

- 10.1. Dokobit provides the services to end-users as they are described in the Dokobit Terms of Service.
- 10.2. Partner, anyhow in use of or working with Dokobit services' and their implementation to any product/solution, undertakes to be fully compliant with Dokobit Acceptable Use Policy with its updates thereafter.
- 10.3. Dokobit is not responsible for the availability and quality of services of third parties (such as Mobile-ID, Smart-ID, other electronic signature services or other service providers, being trust service providers or not), although they are essential for the successful provision of services (ability to sign the document with a particular type of electronic signature, validate the electronic signature and (or) seal, etc.). Dokobit will not be liable or responsible for any failure to perform or any delay in the performance of any of Dokobit obligations under this Agreement that is caused by any other act or event beyond Dokobit reasonable control, including non-availability of Dokobit services caused by the unavailability of third party services (as described above), network problems or outages.
- 10.4. Dokobit does not warrant or give any other assurance that the content or functionalities of the Services will meet Partner's or end-user's requirements or that any personnel will achieve any level of proficiency or skill through the use of Dokobit services. To the extent that the operation of the Dokobit services depends on factors outside of Dokobit reasonable control, Dokobit does not warrant or give any other assurance that the operation of the Services will be uninterrupted or error-free.
- 10.5. Partner shall be the sole liable to meet all the legal requirements, including, but not limited to, consumer law, cybersecurity and data protection, with regard to the provision of services to Partner's clients.

11. Dispute Resolution and Applicable Law

- 11.1. This Agreement shall be made and interpreted according to the laws of the Republic of Lithuania.
- 11.2. Any disagreements and disputes arising between Partner and Dokobit regarding this Agreement shall be settled by means of amicable endeavours of both Parties. If the agreement cannot be reached, all the unsettled disputes, disagreements and demands arising from this Agreement or related to them, their violation, cancellation or validity, shall be solved in the competent court of the Republic of Lithuania.

12. Change of Terms

- 12.1. Dokobit reserves the right to update and change the General Terms and Special Terms as well as Dokobit services from time to time with 30 days' prior notice via email. Continued participation in the partnership programme after any such changes shall constitute Partner's consent to such changes. Partner can review the most current version of the General Terms and Special Terms at any time on the Dokobit website <https://www.dokobit.com/compliance/partnership-agreement>. In the event Partner does not consent to changes made by Dokobit which are both **(i)** substantial (major); and **(ii)** result in deterioration of Dokobit services, the Partner shall have a right to unilaterally terminate the Agreement upon written notice, provided Partner is not in breach of the Agreement at the time of termination. In such event Parties shall settle with each other based on the terms in effect prior to Partner's termination.