

## **Dokobit Partnership Agreement Special Terms Partnership Programme Type – Referral**

The following Dokobit partnership agreement special terms for the partnership programme type – Referral (**Special Terms; Partnership**) are valid from and last updated on January 1, 2023.

These Special 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 Special Terms, General Terms and Subscription Terms (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](mailto:partners@dokobit.com).

If you are entering 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 described in the General Terms.

### **1. Partnership Purpose**

- 1.1. Referral Partnership is aimed at and available for any company that can refer a potential customer for a direct relation with Dokobit.
- 1.2. The main benefit of this Partnership is Partner's participation in the referral bonus program (commissions).

### **2. Partnership Functions**

- 2.1. Partner refers a potential customer to Dokobit. Dokobit services' sales are made directly between the customer and Dokobit. Partner does not resell or anyhow become a party of the agreement between Dokobit and the customer purchasing Dokobit services. Partner under this Partnership model is not involved in a sales process unless it is necessary for closing the deal successfully.
- 2.2. Partner registers the potential customer with Dokobit. Potential customer registration is mandatory. Registration of potential customer is carried out according to the rules established by Dokobit. Registered potential customer must be approved by Dokobit. The potential customer may not be approved if the customer has contacted Dokobit directly before the date of registration or if the same customer lead was already registered by a different partner and was approved by Dokobit.
- 2.3. Upon successful registration of potential customer, Dokobit informs the Partner of the approval of the registered potential customer, contacts the potential customer company and starts the sales process.

### **3. Referral Bonus**

- 3.1. Partner who has successfully referred a customer to Dokobit shall be paid a referral bonus equal to the percentage specified in Subscription Terms of the first 1-year amount paid by a referred customer to Dokobit. Thereafter, no additional referral bonuses will be paid to the Partner, even if the referred customer renews its subscription to the Dokobit services. 1 year period shall be counted starting from the date of 1st invoice issued to the customer.
- 3.2. Dokobit shall have no responsibility for determining, remitting, or withholding any taxes applicable to the referral bonuses paid to the Partner.
- 3.3. The model and timing of referral bonus payment are established and can always be subject to change at Dokobit's sole discretion.
- 3.4. Dokobit shall pay a referral bonus to the Partner's bank account provided in the Subscription Terms. Partner has the sole responsibility for its bank account. In case of any changes in the Partner's bank account details or status, the Partner shall notify Dokobit without undue delay.
- 3.5. Unless otherwise agreed between the Parties referral bonus payment term (frequency) shall be every 6 months.

### **4. Marketing**

- 4.1. By entering into this Agreement, Partner signs up for the Dokobit e-mail / newsletter mailing list and shall receive newsletters. In cases where emails sent by Dokobit are directed by the Partner to email boxes of natural persons, e.g., a particular employee, the Partner shall ensure that the particular employee is in advance duly informed about Dokobit's mailing and, where applicable, that Dokobit processes the particular employee's personal data (email address) for Partnership programme-related purposes.
- 4.2. Dokobit provides the Partner access to sales and marketing materials. Sales and marketing materials shall be used for advertising Dokobit services to potential Dokobit customers. Sales and marketing materials are being provided to the Partner by request to Dokobit via [partners@dokobit.com](mailto:partners@dokobit.com).

### **5. Customer Support**

- 5.1. Dokobit provides direct customer support to its customers free of charge. All concerned Dokobit customers shall contact the Dokobit Support Team via email at [support@dokobit.com](mailto:support@dokobit.com).

### **6. Training**

- 6.1. Dokobit provides the possibility of Dokobit training for the Partner's sales staff. Training includes recorded webinar and sales materials. The timing and training conditions are being agreed upon between the Parties in advance.

### **7. Personal Data**

- 7.1. Dokobit processes personal data in accordance with the EU General Data Protection Regulation No 679/2016 (**GDPR**) and other applicable data protection laws.
- 7.2. The Parties shall process personal data as independent data controllers. Both Parties shall at all times (i) duly inform data subjects about the processing of their personal data, (ii) have a legal ground for personal data processing, (iii) observe personal data processing principles, (iv) manage data subject requests, if any, (v) implement appropriate technical and organisational measures, as well as (vi) meet any other requirements and standards set by the GDPR and/or other applicable data protection legal acts.

- 7.3. Dokobit is not obliged to share with Partner any of the personal data of the referred customers (or any natural persons representing the customers or providing services or work for them) who have executed an agreement with Dokobit.
- 7.4. If Partner wishes to process personal data concerning referred customers for its own internal use, Partner must obtain prior consent from the respective referred customers directly (or any natural person representing the customers or providing services or work for them) or have another legal ground to process personal data of the respective data subjects.