

Dokobit Partnership Agreement Special Terms Partnership Programme Type – Solution Partner

The following Dokobit partnership agreement special terms for the partnership programme type – Solution Partner (**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.

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.

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. Partnership has the functions of sales and reselling.
- 1.2. Partnership is aimed at and available for programming, software development and service companies that integrate Dokobit services via an Application Programming Interface (API) into the IT system they resell, implement, or develop (CRM, DMS, HR, etc.) and can resell and/or sell Dokobit services. It could be individual integration per customer, prebuilt connector, or plug-in, or shared integration available for all the customers on a certain IT system.
- 1.3. The main benefits of this Partnership programme type:
 - Participation in the sales bonus program (commissions);
 - Discount for internal use (provided in the Subscription Terms);
 - Dedicated Partner's account manager;

- Volume-based reseller discounts for Dokobit services.
- 1.4. In exchange for the Partnership benefits, the Partner agrees to fulfil all the Partner's functions described in the Agreement.
 - 1.5. Additional benefits, if applicable to different levels of the Solution Partnership programme type, are provided in the Subscription Terms.

2. Partnership Functions

2.1. Sales

- 2.1.1. Once a potential customer has been found, 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. Upon successful registration of potential customer, Dokobit informs the Partner of the approval of the registered potential customer.
- 2.1.2. Partner runs the sales process on his own. The Dokobit sales team may be involved in certain sales. Participation is decided on a case-by-case basis.
- 2.1.3. The customer signs the services agreement directly with Dokobit.

2.2. Reselling

- 2.2.1. Partner integrates Dokobit services into its product/solution and grants access to use Dokobit services to its own customers.
- 2.2.2. Partner signs direct agreements with its customers.
- 2.2.3. Partner signs separate Dokobit service agreement for each SaaS product/solution integration.
- 2.2.4. Dokobit gets notified of a new sale only when a new access token is being requested.

3. Bonus Calculation, Discounts and Payment

3.1. Sales Bonus

- 3.1.1. Partner shall be paid the percentage specified in Subscription Terms of the amount paid by the customer to Dokobit for the first year (12 months). A period of 12 months is counted starting from the 1st day of the month a production token was issued.
- 3.1.2. Partner shall be paid the percentage specified in Subscription Terms of the amount paid by the customer to Dokobit for the second and following years until an agreement with the customer and Partnership Agreement are valid.
- 3.1.3. Reselling agreements are not included in calculations of a Sales Bonus.

3.2. Reseller's Volume Discount

- 3.2.1. For the Partner's reselling function – reseller pricelist Dokobit services' prices apply.

3.3. Payments

- 3.3.1. The model and timing of bonus payments are established and can always be subject to change at Dokobit's sole discretion.
- 3.3.2. Unless otherwise agreed between the Parties term and frequency of payments to Solution Partner by Dokobit shall depend on the level of partnership: (i) to Registered level Solution Partner payments are made every 3 months (may not coincide with calendar quarters); (ii) to Premium and Strategic level Solution partners – monthly.
- 3.3.3. Payments by the Parties shall be made to the Parties' bank accounts provided in the Subscription Terms. Parties have the sole responsibility for their bank account. In case of any changes in Parties' bank account details or status, Parties shall notify one another without undue delay.
- 3.3.4. In the event of enforceable counterpart monetary obligations between the Parties, the Parties agree and undertake to set off. The Party applying the set-off shall immediately notify the other Party thereof.

4. Business Performance

- 4.1. Business performance targets shall be described in Subscription Terms according to the level of the Solution Partnership programme type.
- 4.2. If the Partner does not reach the agreed Business performance target, Dokobit reserves the right to review and unilaterally change the Partnership type or level of the Partner.
- 4.3. Partner agrees that Dokobit will perform yearly Partner's business plan review. Subscription Terms may establish additional business plan reviews applicable to different levels of Solution Partnership programme type.

5. Marketing

5.1. Partners Newsletter

- 5.1.1. Dokobit provides the Partner with Partners newsletter. Partners newsletters cover all relevant news about Dokobit services.
- 5.1.2. 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.

5.2. Partner Logo on Dokobit Website

- 5.2.1. Partner agrees and provides full rights to Dokobit to publish Partner's logo on the Dokobit website <https://www.dokobit.com/>.
- 5.2.2. Certain requirements for the Partner's logo to be published on the Dokobit website might be provided in the Subscription Terms. At all times, Dokobit reserves the right to not publish Partner's logo on the Dokobit website at its sole discretion.

5.3. Marketing Support

- 5.3.1. 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.

- 5.3.2. Parties may agree to participate in joint marketing activities, such as campaigns (targeting Partner's existing customers; targeting new potential customers), online communication, conferences, events, webinars and articles. Dokobit may cover up to 50% of the marketing activity budget.

5.4. Annual Marketing Budget

- 5.4.1. Parties may agree on the annual marketing budget. A marketing budget may be granted only if the marketing plan is presented by the Partner and approved by Dokobit.
- 5.4.2. The minimum amount of a Marketing Budget per year a Partner could apply for would be counted as follows: Partnership programme fee paid by the Partner + same amount matched by Dokobit, e.g.: EUR 400 + EUR 400 = EUR 800.
- 5.4.3. In case when Partner requests additional marketing funds, Dokobit shall decide on a case-by-case basis.

5.5. Marketing Plan

- 5.5.1. It is recommended that the Partner would present its marketing plan to Dokobit within 60 days from the Agreement's yearly renewal date.

5.6. Approvals

- 5.6.1. Partner's planned marketing activity regarding Dokobit services (including, but not limited to, campaigns (targeting Partner's existing customers; targeting new potential customers), online communication, conferences, events, webinars and articles) has to be approved by Dokobit in advance.

6. Certification

- 6.1. By entering into the Partnership Agreement Partner agrees to have a certain number of sales and/or support staff certified by Dokobit. The number of respective staff members, if applicable, shall be described in the Subscription Terms.
- 6.2. If the Partner does not follow the certification requirements, Dokobit reserves the right to review and unilaterally change the Partnership type or level.

7. Support

7.1. Customer Support

- 7.1.1. If Dokobit service agreement is signed between Dokobit and the customer (Partner makes sales) – customer support is provided by Dokobit.
- 7.1.2. If the agreement is signed between the Partner and the customer (Partner resells) – customer support is provided by the Partner. Dokobit will only provide support to the Partner.

7.2. Partner Technical Support

- 7.2.1. Dokobit shall provide support to Partner free of charge. A concerned Partner shall contact the Dokobit technical support team via email at partners@dokobit.com.

7.3. Annual Partnership Fee

- 7.3.1. Parties agree on the Partnership fee to be paid by the Partner to Dokobit. The exact amount of the fee is described in the Subscription Terms.
- 7.3.2. The annual fee paid by the Partner will be matched by the same amount by Dokobit and will be used for joint marketing activities with the Partner. E.g.: EUR 400 + EUR 400 = EUR 800.
- 7.3.3. Dokobit will send the Partner an invoice for the Partnership fee via email within 30 calendar days after each Partnership year starting from the entrance into this Agreement. The invoice shall be paid by the Partner within 14 days of receipt.

7.4. Training

- 7.4.1. Dokobit provides mandatory Dokobit training for the Partner's sales staff. Training may include a recorded webinar, live training and sales materials. The timing and training conditions are being agreed upon between the Parties in advance.

7.5. Personal Data

- 7.5.1. Dokobit processes personal data in accordance with the EU General Data Protection Regulation No 679/2016 (**GDPR**) and other applicable data protection laws.
- 7.5.2. In cases of sales (see Clause 2.1), Dokobit and Partner process personal data of the customer 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.
- 7.5.3. In cases of reselling (see Clause 2.2), Dokobit processes personal data on behalf of the Partner as the Partner's data processor. When acting as a data processor, Dokobit processes personal data in accordance with instructions given by the Partner. Dokobit does not sell, retain, use or disclose personal data for any purpose other than for the specific purposes of performing Dokobit services and to comply with applicable law, unless otherwise allowed by the Agreement and/or the data processing agreement.