

CERME ICT COOPERATION AGREEMENT

ARTICLE 1- Parties

1.1. Producer, (Hereinafter referred to as: CERME ICT.)

Title : _____

Address : _____

Telephone : _____

E-mail address : _____

1.2. Partner, (Hereinafter referred to as: PARTNER.)

Name, surname /
title : _____

Address : _____

Telephone : _____

E-mail address : _____

ARTICLE 2- Subject

Through this agreement, CERME ICT retains all intellectual property rights and other legal rights and powers on software and services that it has developed itself (hereinafter referred to as "program") and only provides the partner with the rights and competences to sell.

ARTICLE 3- Content of the agreement

This agreement covers the obligations of the parties to the agreement and the terms and conditions of the sale of the programs.

ARTICLE 4- Obligations

CERME ICT and the PARTNER, parties to this agreement, have mutually agreed on the obligations mentioned below towards each other and have agreed and confirmed their obligations.

THE PARTNER; will present the actual features of the program during marketing activities, will refrain from deceptive and confusing acts, will protect the business prestige as well as the rights and interests of CERME ICT towards third parties during the presentation and business activities, will adhere to the Dutch trade laws and this agreement, will not directly or indirectly implement acts that lead to unlawful competition and agrees to the fact that representatives of CERME ICT will carry out inspections in this context regarding the marketing activities and the market image. The PARTNER must take action in the context of the goals and strategies of CERME ICT and protect the interests of CERME ICT. He will follow the necessary training to teach the end user how to use the program. The PARTNER agrees to participate in all types of marketing, sales and assistance activities to obtain this support.

CERME ICT will fully inform the PARTNER of the specifications of the products / services and will provide the necessary technical documents and promotional materials.

CERME ICT will provide the PARTNER with the products / services at a reduced price. The PARTNER will not receive any further fixed salary. CERME ICT is not responsible for any tax debts or insurance premiums that arise. CERME ICT will invoice the PARTNER the products with a discount of 30% and the PARTNER will sell the programs to the end user in accordance with the list price or a price to be determined at a future time.

ARTICLE 5- General conditions

5.1 This agreement can be unilaterally terminated by CERME ICT on the condition that the PARTNER is informed. The postal address or e-mail address as specified by the PARTNER is the correspondence address.

5.2 Products that will be sent by CERME ICT to the PARTNER fall under the responsibility of the PARTNER after the products have left the storage location of CERME ICT with a vehicle and / or company to be chosen by the PARTNER. The shipping costs of products sent to the PARTNER will be borne by the PARTNER. Activation data and user data for digital products will be sent to the mentioned e-mail address.

5.3 The PARTNER will closely monitor the activities of competitors in his own region and pass on information regarding the competition to CERME ICT as quickly as possible.

5.4 The PARTNER will not produce goods elsewhere with the CERME ICT logo, nor will they buy and sell those products.

5.5 The agreement of the PARTNER who acts contrary to Article 5.4 will be terminated and legal measures will be taken.

5.6 Invoicing: When the PARTNER takes an order from a customer for the products or services of CERME ICT, CERME ICT is responsible for the realization thereof as well as the technical services. CERME ICT will invoice the purchased products to the PARTNER, the PARTNER will then prepare an invoice for the customer himself. The PARTNER may determine the prices to be invoiced himself, provided that the customer is not invoiced below the list price as stated on the CERME ICT website. The PARTNER is responsible for finding customers, invoicing and collecting money. CERME ICT does not accept any responsibility for problems with collecting money.

5.7 The PARTNER has no authority to represent or legally bind CERME ICT. He cannot make promises on behalf of CERME ICT or the Regional Director.

5.8 In the event of disagreements between the parties arising from the agreement, the books and records of the parties and reciprocally confirmed business registers will be taken into account.

5.9 This agreement cannot be fully or partially transferred by the PARTNER to third parties.

5.10 With regard to all information and technical data provided to the PARTNER through this agreement, as well as all business secrets, price information, technical details and drawings, which can be taken as a whole, and other information relating to the activities carried out by CERME ICT, the PARTNER agrees with the following.

5.10-1 This type of data may not be used outside the purposes as described in this agreement.

5.10-2 This type of data may not be disclosed to third parties. In the opposite case, a penalty system will be applied.

5.10-3 CERME ICT will not share with third parties any legal, financial, technical or tax information that has come to its knowledge about the PARTNER.

5.11. CERME ICT provides annual infrastructure assistance for sales realized by the PARTNER (to customers). For virtual server services, domain name registration services, security, assistance and related services no monthly / annual payments will be collected

from customers. The PARTNER will receive a 15% profit payment of the annual proceeds from its own customer portfolio. As long as this agreement is valid, the PARTNER will receive his 15% profit payment.

ARTICLE 6- Term of the agreement

6.1 This agreement is valid for 1 year (one year) from the date of signature. CERME ICT reserves the right to extend this term, shorten it or cancel the agreement. If no written notification is made 15 (fifteen) days before the end date of the agreement, CERME ICT can extend the agreement for another 1 year (one year). In dubious situations, CERME ICT can intervene in the cancellation of the agreement.

6.2. In the cases below, CERME ICT can unilaterally terminate the agreement. The cancellation takes effect after the notification has been served to the PARTNER.

6.2-1 If the orders are not paid on time, if the period of validity of the agreement has expired, if the conditions of the agreement are not met.

ARTICLE 7- Pricing

7.1. CERME ICT sells the PARTNER the products / services with a discount of 30% on the list price. The PARTNER may sell the products / services to the end user at the desired price.

7.2 The price list is updated every year by CERME ICT and published on the CERMEPOS.COM website. The PARTNER must follow price changes via the website CERMEPOS.COM.

ARTICLE 8- Area of activity of the PARTNER

8.1. The PARTNER may undertake activities all over the WORLD and carry out sales operations throughout the country without any restrictions. There are no restrictions regarding the trading area.

8.2 CERMEPOS.COM is free to refer or not to refer customer requests from the region where the PARTNER is operating.

ARTICLE 9- Confidentiality

9.1. The parties will keep confidential information that they have received in which form

whatsoever, confidential and will not share it with third parties without prior written permission.

9.2. The party dealing with materials, products, hardware, facilities, techniques, solutions, designs, processes, manners, concepts, systems, networks, formulas, tests, experimental updates, work in the development phase, source codes of software, processes, equipment, machines, models and all kinds of samples, computer programs, software, all kinds of innovations, self-developed, found, produced, developed, made or applied databases and documents related thereto, advertising, packaging and marketing plans, product plans, technical plans, trade strategies, data on strategic partnerships and partnerships, tax data, engineering data, personal data, customer lists, product designs, specifications, identities of potential and actual customers, data relating to suppliers, magnetic equipment, documents, contracts, circuit diagrams or drawings, ownership of the aforementioned parts, information and documents, solutions, designs, processes, methods relating to confidential information, agrees that these belong exclusively to the other party.

9.3. The party that has received the confidential information, the PARTNER, may not change equipment that underlies the confidential information, change the product or propose alternative solution methods or recommend solutions.

9.4. The confidential information may not be used for any other purpose than the above without the prior consent of the parties.

9.5. Parties will only transfer confidential information to employees who need the information to achieve the goals and only for the duties as contained in this agreement through a written agreement and after explanation of these duties.

9.6. If the parties are informed that the confidential information has been made public in violation of the agreement by persons for whom the party is responsible, the counterparty must be informed immediately in writing.

9.7. The parties must take care of the counterparty's confidential information as much as their own confidentiality and keep important information just as secret. The party will do everything in its power to prevent further disclosure and use of the confidential information that the party has and that has been made public without permission and / or without authorization.

9.8. Neither this agreement nor the disclosure of confidential information or the acquisition thereof is to be interpreted as an explicit or implicit statement regarding the

purchase of products or the provision of services or an advance directive or a promise that any products or services will be traded now or in the future or that activities will be undertaken.

9.9. The implicit or explicit disclosure of confidential information to the counterparty should not be interpreted as a business trademark, patent, copyright or intellectual property right or license or other intangible rights or licenses on goods that may or may not be legally protected. Confidential information shared with the counterparty does not entail a representation authority, warranty, insurance or guarantee to the counterparty.

9.10. Parties must comply with all legislation regarding confidential information and the products.

9.11. Parties declare and agree that some confidential data will be treated as "personal data", "business secret", "customer data", "banker's secret" in accordance with the European Union Regulations on Data Protection and relevant legislation and that the illegal processing of this data and sharing this data with third parties is a criminal offense.

9.12. Information and documents relating to customers who have obtained parties in the performance of the services may not be used or disclosed to third parties for purposes other than the service. The PARTNER must exercise the necessary care in keeping this information and documents confidential. When acting contrary to this article, a report will be made to the Public Prosecution Service.

9.13. Parties are obliged to handle information and documents with regard to customers that have been acquired during the service with care.

9.14. Parties have explicitly agreed that they will not hold any public presentations or press conferences with regard to this agreement and / or the goals or references to these matters.

9.15. When a party is requested by a competent governmental body or authority to share confidential information, the party that received the data will immediately inform the counterparty of this request or order to give the counterparty the opportunity to protect himself in whole or in part. If the party that shared the data cannot take protective measures, the receiving party will only share the necessary part of the confidential information for legal purposes.

ARTICLE 10- Competent courts and law enforcement offices in the case of disputes

This agreement is valid from / / The parties agree that the Dutch courts are competent to judge disputes.

This agreement consists of 10 (ten) articles. The PARTNER has agreed to all terms and conditions of this agreement.

CERME ICT

PARTNER

Name :

Name :

Title :

Title :

Signature :

Signature :