

Cortado Sales Partner Program ("CSPP") - Additional Terms

Cortado distributors are subject to the following additional terms. These do not affect the provisions of the General Terms and Conditions.

I. Parties

- 1) Companies that are authorized partners (hereinafter referred to as "*partners*") can benefit from the brokerage or distribution of Cortado solutions.
- 2) Any agreements previously made between *Cortado* and the participating authorized partner ("*Partner*") (each, a "Party", collectively the "Parties") regarding the same subject matter shall be void and superseded by these GTC.

II. Establishment of a partnership

- 1) Participation in the *CSPP* is free of charge.
- 2) By submitting the correctly and truthfully completed online form, the *Distributor applies* for inclusion in Cortado's *CSPP*. By submitting the online form, the Partner declares his acceptance of these *Terms and Conditions*, which he confirms by ticking the corresponding box.
- 3) After Cortado has reviewed the submitted application and provided there is no justified reason to reject it, the interested party will be accepted into the *CSPP*. The newly accepted *partner receives* an e-mail as confirmation.
- 4) After receiving the confirmation, the *partner* can benefit from the benefits of the *CSPP*.

III. Partnership levels

- 1) *Cortado* offers different levels of partnership under the *CSPP*. These are, in ascending order,
 - Sales Partners
 - Premium Sales Partner or Certified Partner
- 2) Every *partner who is accepted* into the *CSPP* starts as a sales partner. If the *partner* meets certain criteria, *they* can be upgraded to the Premium Sales Partner tier, which can bring additional benefits to the *partner*. The applicable criteria will be communicated to the *partner* of *Cortado* in an appropriate manner. *Cortado* reserves the right to change the applicable criteria at its own discretion.
- 3) *Cortado* also reserves the right to downgrade inactive Premium Sales Partner. *Cortado* will inform the *partner* about this by e-mail.

IV. Assignment of customers

- 1) The *affiliate* receives a monthly commission based on the net sales of the referred customers. Cortado basically offers two options for assigning such customers - registering projects or using affiliate links.
 - a. Register a deal or lead
To register a deal or lead, the *affiliate* must provide all the necessary information. *Cortado* then checks the registration and confirms compliance with the following aspects:
 - Deal or lead is not yet registered
 - Customer is a legal entity
 - Customer is independent of *the partner*
 - The customer is not currently in a contractual relationship with *Cortado* and has not been in a contractual relationship with Cortado in the last 6 months

Each confirmed lead or deal registration is valid for 3 months. After this time, the *partner* can re-register the same project if necessary.

- b. Affiliate links (not available in all sales regions and not for all products and services)
The *partner* receives a link that they can distribute on their website to direct customers to the Cortados online store. The net revenue generated through the affiliate's link will be used to calculate the reward.
Cortado reserves the right to exchange the link at any time and without giving any reason.

V. Product procurement

- 1) All cloud-based products and services can be purchased directly from the Partner's customer or from the Partner himself via the designated online platforms.
- 2) In countries where there are official Cortado distributors, the affiliate will order products that are officially offered through the distributor through an official Cortado distributor of their choice. Cortado will provide the Partner with the contact details of Cortado distributors in its territory upon request. For orders addressed to official Cortado distributors, only the terms and conditions of the distributor and the price list of the respective Cortado distributor apply.
- 3) If the partner is based in a country where there is no official Cortado distribution, the partner orders products directly from Cortado. Cortado will inform the Partner about the purchase process and the conditions at the Partner's request, if necessary.

VI. Payment of commissions

- 1) All commissions earned by the *Affiliate*, including those generated in foreign currencies, are converted and booked in EURO (€).
- 2) The payment will be made:

- a If the subscription is taken out directly through the partner, the agreed commission will be granted to the partner as a direct discount on the invoice.
- b If the subscription is concluded by an end customer, the partner is entitled to issue us a separate invoice for the amount of the agreed commission on a quarterly basis. Payment of this commission will be made upon receipt of the invoice within the time limit set out in our payment terms.

VII. Duration

- (2) The initial term of the partnership is 12 months. At the end of this term, the partnership is considered to have ended and there is no entitlement to repayment or continued payment of the contributions.
- (3) The term of the partnership automatically starts anew with each new customer that can be assigned to the partner for a total of 12 months.

VIII. Termination

- 1) The *partner* can terminate the partnership at any time for good cause.
- 2) *Cortado* is entitled to terminate the partnership for good cause. "Reason" includes:
 - a. if *partner has acted* against *Cortado's* interests,
 - b. if the *partner* works with a competitor of *Cortado* and the mutual trust necessary for the further provision of the partnership has been undermined.
- (4) In the event of termination, the *partner* will no longer be entitled to receive rewards for each registered customer, and previous benefits exchanged between the *parties* as part of the partnership will not be refunded. Neither party shall compensate *the other party* for any costs or other damages arising from the termination.
- (5) Project applications that have not been reviewed by *Cortado* by the time of termination will be deleted and will not lead to any claims for damages.

IX. Intellectual Property Rights

- 1) For *the duration of the partnership*, the Partner is entitled to use the logos provided by *Cortado* within the framework of the *CSPP* for its business activities within the framework of the *CSPP*. Any other use of *Cortado's* intellectual property rights requires *Cortado's* prior written consent.
- 2) No right, title or entitlement other than those granted in paragraph (1) shall be granted to the *Partner* by these *Terms* or by the *Partner's* business activities under the *CSPP*. In particular, the *Partner may* not include any trademarks, logos or other proprietary rights of *Cortado* in its own trade and/or business name.
- 3) The *parties* agree that the intellectual property rights may only be used for the benefit of the owning *party*. In particular, trade and/or business names may not be affixed to any other software or products, labels, packaging, documentation or other material of the other *party*.

- 4) *Cortado* reserves the right to change, delete or replace its trademarks and logos. *Cortado* will inform the *partner* about this by e-mail. The *Partner* agrees to adjust its use of the changed or replaced trademarks and logos accordingly.
- 5) Upon termination of the partnership, all rights granted in the preceding subsections will be automatically revoked.

Cortado Mobile Solutions GmbH, August 2024