

Public partnership agreement

The present Agreement is made between Ecotransoft LIMITED. (hereinafter referred to as “the Company”) and the Partner. The Parties hereby agree as follows:

General provisions

Subject to this Agreement and its terms, Company hereby grants to Partner a free, non-exclusive, non-transferable and revocable license (“License”) to market and distribute the Company Service to Referrals, and to use the Company trademarks, logos and URLs (“Licensed Marks,” as may be amended by Company from time to time), and associated materials, language or code for the sole purpose of promoting the Company Service (collectively, “Marketing Materials”).

Commission

Upon the terms and subject to the conditions of this agreement, Company shall pay Partner a one-time commission for each actual subscriber or customer of the Services that arises directly from Referral Services performed in accordance with the terms and conditions of this Agreement.

The commissions are the only compensation to be paid to Partner for the performance of its obligations under this Agreement.

Company partner commission plans may vary from service to service. The Services, and services offered on a promotional basis each feature different commission structures. Company, at its sole discretion, may change the partner commission plan or eligible Services.

Partner's Responsibilities.

Partner acknowledges and agrees that strict compliance with Partner’s obligations set forth in this Agreement and with the directions of Company is a necessary pre-condition to payment of commissions to Partner under this Agreement. Partner shall, at a minimum, promptly fulfill the following responsibilities:

a. Partner shall use its commercially reasonable efforts to market and promote the Services to prospective customers in strict accordance with this Agreement and using only Company pre-approved promotional and marketing materials.

b. Partner shall promptly submit to Company prospective Sales Lead lists and any Sales Lead Forms for Sales Lead registration and distribution to the appropriate Company sales employees.

c. Partner shall promote the sale of Company Services so as to create the largest volume of profitable business for Company.

Standards of Conduct.

In performing its obligations under this Agreement, Partner represents and warrants that Partner and its employees will observe the highest standard of integrity, good faith, and fair dealing with all members of the public. Partner represents and warrants that it will do nothing which would tend to misrepresent, discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Company, the determination of which shall be within the sole discretion of Company.

No Partnership or General Agency.

a. The relationship contemplated by the parties to this Agreement is that of independent contractors and is in no way or event intended to establish a general agency, joint venture, partnership, employment relationship, dealership or franchise of any kind between them.

b. Company and Partner each agree and acknowledge that, in connection with Partner's performance hereunder, Partner is acting and will act as an independent contractor and not as an employee of Company for any purpose whatsoever. Any personnel acting on behalf of Partner in relation to this Agreement shall at all times be under Partner's exclusive control and shall not be deemed employees of Company for any purpose. Partner assumes full responsibility for the acts of its employees and for their supervision, daily direction and control. Moreover, Partner acknowledges and agrees that it will be solely responsible for workers' compensation, disability benefits, unemployment insurance, withholding taxes, social security and all other taxes and benefits for Partner's employees, and that Company will not be responsible or liable therefore.

c. Partner shall identify itself as a business wholly independent of Company. Partner agrees that neither Partner nor personnel of Partner shall be an agent of Company, except for the very limited authority to engage in the activities described in this Agreement; nor will Partner or its personnel represent or hold itself out as having any authority to bind Company or to incur any obligations whatsoever on behalf of Company. Neither Partner nor its employees shall make any representations or warranties relating to the Services or policies and procedures of Company, except as expressly set forth in sales literature pre-approved in writing by Company, or as set forth in materials provided to Partner by Company for the express purpose of sharing with prospective customers.

Indemnification.

Partner agrees to indemnify and hold Company harmless from and against any claims, losses, costs, damages, liabilities, penalties, fines or expenses (including court costs, costs of appeal and reasonable fees of attorneys and other professionals) arising out of: (i) Partner's negligent act or omission or willful misconduct; (ii) Partner's breach of its representations, warranties and obligations hereunder; and (iii) any act or omission of Partner in marketing or promoting the Services, including without limitation, misrepresenting to prospective customers the Services or the terms under which the Services are made available by Company.

Confidential Information.

The parties hereto acknowledge and agree that the Confidentiality Agreement between the parties is in full force and effect and serves to bind the parties hereto in connection with all Confidential Information acquired or accessed during the term of this Agreement or otherwise, directly or indirectly, as a result of the relationship between Company and Partner hereunder. Without limiting the generality of the foregoing, the parties hereby expressly acknowledge and agree that the following constitute Confidential Information of Company: (i) the terms and conditions of this Partner Agreement; and (ii) all information contained in Company databases that is not publicly available, including without limitation product, pricing and network information.

Compliance with Laws.

a. At its sole cost and expense, Partner shall maintain in full force and effect all licenses and permits required for its performance under this Agreement.

b. Partner shall immediately notify Company of the commencement or threatened commencement of any action, suit or proceeding, or of the issuance or threatened issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality involving Partner or its activities under this Agreement or which may affect Partner's ability to perform its obligations hereunder.

c. Partner represents and warrants that it is currently in compliance, and that it will comply, with all applicable local, county, state and federal laws, ordinances and regulations of any description, and Partner shall immediately remedy any breach of such laws, ordinances and regulations and notify Company of such breach.

Proprietary Rights.

Partner acknowledges the sole and exclusive ownership and right to exercise control by Company over the nature, quality and use of the Company name, logos, trademarks, service marks, copyright rights and other proprietary marks of Company. Partner shall not acquire, or authorize or permit anyone to acquire, any right with respect to the Company Marks. Partner shall have no right to use any Company Marks without the prior, written approval by Company of each such use, which approval may be granted or withheld in the sole discretion of Company.

Limitation of Liability.

a. Neither party shall be liable to the other party, or any third party, for any indirect, special, incidental, punitive or consequential loss or damage of any kind, including without limitation, lost profits (whether or not such damages are foreseeable or the party has been advised of the possibility of such loss or damage) by reason of any act or omission in such party's performance under this Agreement.

b. Partner acknowledges and agrees that Company shall not be liable for any commissions that Business Partner might have earned hereunder but for: (i) the inability or failure of Company to provide Services to any prospective customer, Sales Lead, or any entity for whom Partner submitted a Sales Lead Form; or (ii) the discontinuation or modification of the Services by Company; or (iii) failure by Company to pursue or accept any Sales Lead Forms submitted by Partner.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Cyprus, without regard to conflict of laws principles.

Modifications.

Partner agrees that Company may amend without notice these additional Terms and Conditions, and such modifications will be binding on the Partner and effective upon posting at <http://ecotransoft.com/>.

No Conflict.

In the event of any conflict between the terms and conditions set forth in the body of this Agreement and the provisions contained in the Addendum attached hereto and made a part hereof, the terms and conditions set forth in the body of the Agreement shall control. In addition, notwithstanding anything to the contrary contained herein, in the event of a conflict between the terms and conditions of this Agreement and any Company tariff provision(s), including without limitation, any tariff provision(s) necessary to accommodate commission payments hereunder, the terms of the applicable Company tariff(s) shall control.