

Referral Partnership Agreement

BLYTZ CASHLESS SRL

last updated on 20.07.2024.

This Referral Partnership Agreement (the "Agreement") is made on [DATE] between:

1. Blytz Cashless SRL, a company registered in the company register of Bolzano, Italy with company number BZ - 245533, having its legal residence at St. Johannesweg 15, 39050 Völs am Schlern, Bolzano, Italia (hereinafter referred to as the "Company"), and
2. [PARTNER COMPANY NAME], a company registered in the company register of [JURISDICTION] with company number [NUMBER], having its legal residence at [ADDRESS] (hereinafter referred to as the "Partner").

WHEREAS the Company and the Partner wish to enter into a referral partnership arrangement, they agree as follows:

1. Definitions

1.1 "Referral" means the introduction of a potential customer to the Company by the Partner.

1.2 "Successful Referral" means a Referral that results in a sale of the Company's products or services.

2. Partnership Terms

2.1 The Partner agrees to promote and market the Company's products or services to potential customers.

2.2 The Company agrees to pay the Partner a commission for each Successful Referral, as outlined in Section 3.

3. Compensation

3.1 The Company shall pay the Partner a commission of 10% of the net sale value for each Successful Referral.

3.2 Commissions shall be paid within 5 days of the end of each calendar month for all Successful Referrals completed in the previous month.

3.3 The Company shall provide the Partner with a detailed statement of Successful Referrals and corresponding commissions with each payment.

4. Responsibilities

4.1 The Partner shall:

- a) Promote the Company's products or services in a professional manner.
- b) Provide accurate information about the Company's offerings to potential customers.
- c) Promptly communicate all Referrals to the Company.

4.2 The Company shall:

- a) Provide the Partner with necessary marketing materials and product information.
- b) Handle all aspects of the sales process following a Referral.
- c) Maintain accurate records of all Referrals and resulting sales.

5. Duration

5.1 This Agreement shall commence on the date of signing and continue for a period of 1 (one) year, unless terminated earlier in accordance with Section 6.

6. Termination

6.1 Either party may terminate this Agreement with 30 days' written notice to the other party.

6.2 The Company may terminate this Agreement immediately if the Partner breaches any term of this Agreement.

6.3 Upon termination, the Company shall pay all outstanding commissions for Successful Referrals made prior to the termination date.

7. Confidentiality

7.1 Both parties agree to keep confidential all information received from the other party that is marked as confidential or ought reasonably to be considered confidential.

7.2 This obligation of confidentiality shall survive the termination of this Agreement for a period of 5 years.

8. Intellectual Property

8.1 Each party retains all rights to its own intellectual property.

8.2 The Partner is granted a non-exclusive license to use the Company's trademarks and marketing materials solely for the purpose of promoting the Company's products or services under this Agreement.

9. Liability and Indemnification

9.1 Each party shall indemnify and hold harmless the other party from any claims, damages, or expenses arising from their own breach of this Agreement or negligence.

9.2 The Company's total liability under this Agreement shall not exceed the total amount of commissions yet to be paid to the Partner in the preceding 12 months.

10. Dispute Resolution

10.1 Any disputes arising from this Agreement shall first be attempted to be resolved through good faith negotiations between the parties.

10.2 If negotiations fail to resolve the dispute within 90 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the Italian arbitration association.

11. Governing Law and Jurisdiction

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Italy.

11.2 The parties submit to the exclusive jurisdiction of the courts of Bolzano for any legal proceedings relating to this Agreement.

12. General Provisions

12.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

12.2 Any amendments to this Agreement must be made in writing and signed by both parties.

12.3 Neither party may assign this Agreement without the prior written consent of the other party.

12.4 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Language

13.1 This Agreement has been executed in both English and Italian. By signing this document, both parties acknowledge and agree that the wording of the Italian translation may be slightly different from the English version.

13.2 In case of any discrepancy or inconsistency between the English and Italian versions, the original English version shall prevail and be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For and on behalf of Blytz Cashless SRL:

Name: Gabriel Chiochetti

Title: Managing Director

For and on behalf of :

Name:

Title: