



STAA & NTB PREMIUM PARTNERSHIP AGREEMENT
No. **PP00.2000** dated **00-00-2000**

The contractual Parties,

The Jobber Partnership B.V. ("TJP"), a Dutch limited liability company, located in the Netherlands, Prinsesselaan 6, 1942 AH Beverwijk, registered with the Registry of Commerce of Amsterdam under no. 55267556, fiscal identification no. NL8516.31.976.B.01 and **COMPANY**, BIC: **SWIFT**, IBAN: **NUMBER** ("**Partner**"), a limited liability company, located in **COUNTRY, ZIPCODE CITY, ADDRESS**, registered with the Court Of Company Registration in **CITY** under no. **NUMBER**, fiscal identification no. **NUMBER**, have concluded this STAA Partnership Agreement ("Agreement").

WHEREAS, TJP is the owner of the software platform named STAA ("Sales & Talent Acquisition Application) and NTB (New TalentBase) described in Appendix 1;

WHEREAS, TJP grants to Partner a STAA and NTB license for Partner's own use according to the STAA and NTB License Agreement no. **[PP 00.2000]** dated **00-00-2000** for the Territory of the Partner, and as specified in the separate License Holder Agreement no. **[LH2000.000000]** dated **00-00-2000**

WHEREAS, TJP grants to Partner a license for STAA and NTB sale demonstration;

WHEREAS, TJP can grant any other licenses for STAA and NTB to any other partner and or user;

WHEREAS, Partner grants to TJP to find more users of STAA and NTB, such as job portals, employers, staffing agencies, free-lancers, job seekers and niche TJP operated job portals;

WHEREAS, TJP grants for the Territory of the Partner Universal-, Country-, Premium Partnerships and License Holder Agreements according Appendix 4;

WHEREAS, TJP grants to Partner a PREMIUM PARTNERSHIP for the Territory of the Partner with a fee of 30% from all the STAA and NTB revenue which is generated in the Territory through the dedicated platform of the Premium Partner, and calculated as described in Appendix 5;

WHEREAS, the Territory is **COUNTRY**;

WHEREAS, the Partner is a Premium Partner as described in Appendix 5;

WHEREAS, contracts can only be concluded with entities and individuals with their contract address and invoicing address in the Territory and invoices can only be send to entities and individuals in the Territory while the services provided are not limited solely to the Territory. Providing services outside of the Territory could involve extra costs for the Partner due to commercial agreements between TJP and their Partners in the other country or countries.

In acceptance of this Agreement the following terms shall have the following meaning:

Lead – client (job portals, employers, staffing agencies, free-lancers, job seekers) recommended or approached by the Partner which signed a STAA and/or NTB Partnership Agreement directly with TJP;

Job Seeker – candidate (individual), who is looking for job opportunities using STAA and/or NTB after he/she registered on the STAA and/or NTB Platform

Income – income generated by the Leads and the Job Seekers from STAA and/or NTB use and strictly related to the Territory and issued by the STAA and NTB invoicing modules for **COUNTRY** and received on the dedicated bank accounts for the Territory.

Appendixes to this contract are:

Appendix 1: Description of STAA and NTB

Appendix 2: Indicative fees of STAA and NTB for the users & license holders

Appendix 3: Procedure "The protection and warranty of the accounts generated by the Partner"

Appendix 4: Overview of Partnerships

Appendix 5: Calculation method of the fees



1. SUBJECT OF THE AGREEMENT

1.1 The subject of the Agreement consists in performing by the Partner of STAA and NTB promotional services and generating Leads and Job Seekers in exchange of a fee according to Appendix 2, with the purpose of maximizing revenues.

1.2 The Partner develops a strategy to successfully bring STAA and NTB to market in the country where the Partner is officially registered (and as mentioned under 1.7) and execute this strategy while applying its full company ability and potential.

1.3 The Partner will promote STAA to Leads and Job Seekers and will ensure the interested Leads and Job Seekers access to STAA and NTB.

1.4 The Partner will attract as many Leads and Job Seekers as possible to register in STAA and NTB.

1.5 In the absence of express and written provision to the contrary, in achieving the object of this Agreement, the agreements for STAA and NTB use will be concluded directly between TJP and the Leads and Job Seekers recommended or approached by the Partner. The Partner cannot conclude these agreements either on its own name but on behalf of TJP or directly for and in the name of TJP, as its representative.

1.6 TJP is not obliged to conclude agreements with the Leads and Job Seekers approached or recommended by the Partner.

1.7 The Partner is allowed to perform the contractual activities in the country of the Partner's residence being the mentioned registration address mentioned in this agreement being **COUNTRY**, the Territory.

1.8 The Partner will inform TJP monthly about the actions taken for performing the services.

1.9 In order to fulfill the object of this Agreement TJP will put at Partner's disposal all necessary data and information regarding STAA including advertising materials, the Partner having the right to use only the data, information and advertising materials provided by TJP.

2 RELATIONS BETWEEN TJP AND THE PARTNER

2.1 During this Agreement the Partner will act exclusively in the limits of the instructions and powers given by TJP.

2.2 TJP reserves the right to conclude agreements directly with the Leads and Job Seekers and to sell the products and the services directly to them and to solicit also the services of other partners for promoting the products and the services which are subject of this Agreement.

2.3 When TJP concludes agreements directly with the Leads and Job Seekers in the STAA platform which is dedicated exclusively for the Partner, the Partner is entitled to the fees and manner as described in Appendix 2, 4 and 5, and explicitly limited to the designated Territory of the Partner.

2.4 The Partner will promote the products and the services by audio-video or written advertising in mass media only with the prior written approval of TJP.

2.5 In the activity of promotion and mediation of STAA and NTB the Partner will inform the Leads and Job Seekers about the fact that the products and the services are the material and intellectual property of TJP.



3. FEES

3.1 The Partner's fees for Leads and Job Seekers are listed in Appendix 2, 4 and 5.

3.2 The Partner is entitled to receive the fees and TJP has the obligation to pay these fees only if the Partner's activity is finalized with the conclusion of an agreement between TJP and Leads, respectively Job Seekers.

3.3 The Partner is only entitled on fees which are a result of the sales and received payments from its dedicated STAA and NTB platforms and only from those Partners and users which are using the Partner's dedicated STAA and NTB platforms.

3.4 The fees will be invoiced by the Partner to TJP monthly, until the date of the 15th of each month representing the fees for the prior month depending on the monthly value of the incomes generated by the Leads and Job Seekers as per Appendix 2, 4 and 5.

3.5 The fees will be paid within 10 (ten) calendar days from the date of the receiving of that invoice.

3.6 For avoidance of any doubt the fees are owed only in case and after TJP cashed the fees or prices for the services provided to the Leads and Job Seekers.

3.7 TJP will submit to the Partner until the date of the 7th of each month a summary containing the details of the incomes generated by the Leads and Job Seekers in order for the Partner to calculate the related fees.

3.8 The fees, as these are listed in Appendix 2, 4 and 5 are owed to the Partner for the entire duration of the collaboration between TJP and the Leads, respectively the Job Seekers, but no longer than twelve (24) months from the signature date of this Agreement.

3.9 The fees' payments will be made based on the invoice issued by the Partner. The invoice will be issued in EURO or other currency agreed by both Parties.

3.10 TJP reserves the right to modify the value, the structure and the payment's method of the fees. TJP has the obligation to inform the Partner within thirty (30) calendar days before the application of the modifications.

3.11 TJP will automate the payment and invoicing module in order to speed up the processes of invoicing and payments in such a manner that Partner has real-time and on-line access to all incoming revenue and payments with respect to its exclusive STAA platform and with weekly payments to Partner the moment this is technically possible with the STAA platform.

3.12 The Partner has the right to execute once a year an audit to control the calculation of the fees, to control the total revenue in the territory of the Partner and to control all other affairs in direct relation to the reported revenue in **COUNTRY** of STAA and NTB. The costs for this audit are covered 100% by the Partner.

3.13 TJP is obliged to give full access to STAA and NTB in order the audit to be successfully executed. The period of access per year cannot exceed 30 consecutive calendar days. Full access to STAA and NTB is limited to the following information restricted to the Territory of the Partner to the relevant invoicing modules, bank accounts, license agreements with all the TJP Partnership agreements and agreements with regular users, calculation algorithms, action counters algorithms, and any third application executing, coordinating and receiving payments for the Territory.



4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of **DATE** for the initial period of two (2) years until **DATE** unless earlier terminated pursuant to the terms hereof.

4.2 Unless earlier terminated pursuant to the terms hereof, this Agreement will renew automatically for successive one (1) year terms commencing upon the expiration of the initial period.

4.3 Either party may terminate this Agreement for convenience on two (2) months written notice.

4.4 Either Party may early terminate this Agreement with immediate effect in case of a material breach by the other Party.

4.5 The Partner may early terminate this Agreement for failure of TJP to the fees as stated within Appendix 2, if the payment shall not occur within thirty (30) calendar days following written notice of non-payment.

4.6 TJP may early terminate this Agreement with immediate effect if a change of control in the company of the Partner.

4.7 Either Party may early terminate this Agreement with immediate effect in case of an insolvency, moratorium or winding up of the other Party.

5. PARTNER'S OBLIGATIONS

5.1 The Partner will promote STAA by using any legal ways in order to find Leads and Job Seekers.

5.2 The Partner will not conclude other similar agreements and will not accept to represent other producers of similar products in order to promote them.

5.3 The partner will not spread information about TJP or its activity which can create confusion or a disadvantage for TJP in the favor of another natural or legal entity.

5.4 The Partner will not make copies of the original products for whatever purpose without the prior written approval of TJP.

5.5 The Partner will inform TJP any time when it will appear the opportunity for conclusion of agreements which involve the products and services which are subject of this Agreement.

5.6 The Partner has no right to cash any amount for and in the name of TJP.

5.7 At the termination of this Agreement the Partner will return to TJP all data, materials, documentation and products which are in its possession and are related to this Agreement and will stop to use the trademark or the name of the products and services which are subject of this Agreement.

5.8 The Partner is directly liable in front of the Leads, Job Seekers, other third persons and TJP for the actions which exceed the limits of this mandate or for which it was not instructed or empowered according to this Agreement or for presentations which are not in accordance with data, information or materials sent by TJP.

5.9 The Partner will provide TJP in a timely manner with all information required by TJP to be able to successfully localize and customize the STAA and NTB applications to the local technical, sales & marketing needs of the market in which the Partner is operating. This information consists, amongst others and not restricted to, the following information: the domain names of all the career and job portals, the domain names of all major employers advertising



their vacancies, an overview of all cities and villages with their zip codes, all the vacancy titles the Partner is working on with their synonyms and with their non-compatible synonyms, the users of the Partner, domain names of all relevant staffing agencies, continuous input of wrong CV and Vacancy matches, continuous input for improvements of the STAA and NTB functionalities, language input for adapting STAA and NTB to the Partner's local language, the provision of all the relevant legal requirements such as, but not restricted to, privacy legislation, tax legislation, commercial legislation.

5.10 The Partner commits to pay a start-up fee of € 12,000 (twelve thousand euro) excluding VAT and payable before 10 days after the date of the signing of this agreement.

6. TJP's OBLIGATIONS

6.1 TJP will participate at meetings with clients or potential clients identified by the Partner, if TJP will consider it useful and necessary.

6.2 TJP will put at the Partner's disposal the materials and information for familiarizing by this with the products and the news about the products and services which are subject of this Agreement.

6.3 TJP will prepare demo materials for the products and for the services and may organize meetings with the Partner for presentations and demos regarding some products and/or services.

6.4 TJP will localize and customize STAA and NTB for the Partner based on the input from the Partner as mentioned under 5.9.

6.5 TJP will continuously up-date and improve the functionalities of STAA and NTB.

6.6 TJP will share best-practices with the Partner in order the Partner to maximize its STAA and NTB revenues.

6.7 TJP will make available to the Partner websites running on STAA and feeding the exclusive STAA platform of the Partner which enable the Partner to attract Leads and Job Seekers at an additional fee of € 3,500 (three thousand five hundred euro) excluding VAT.

7. PROTECTION AND WARRANTY OF THE ACCOUNTS GENERATED BY THE PARTNER

7.1 The protection and the warranty of the accounts generated by the Partner will be done in accordance with the Appendix 3 - Protection and Guarantee of the Accounts Generated by the Partner.

8. CONFIDENTIALITY

8.1 Both Parties will use their reasonable endeavors to ensure that information stated by the other as being confidential shall not be disclosed to any third party without the prior written consent of the other Party. This obligation shall cease to apply on the expiration of five years from the date of disclosure or where such information:

- a) Is already known to the receiving party independently of the disclosing party;
- b) Becomes publicly known through no wrongful act of the receiving party;
- c) Is rightfully received from a third party without similar restriction and without breach of this Agreement;
- d) Is independently developed by the receiving party without breach of this Agreement;
- e) Is disclosed where necessary to do so by law or request of a court or a governmental authority;
- f) Is disclosed in connection with the performance of this Agreement.

8.2 This Agreement together with any information disclosed to each of the Parties in connection with this Agreement shall be deemed to be confidential. This includes but is not limited to information concerning the business affairs of each of the Parties or any affiliated company, specifications, drawings, models, pricing information, research,



programs, software prototypes and related business and/or technical information provided that if in written, graphic or other tangible form the information is indicated by appropriate markings or statements to be confidential, secret or proprietary.

8.3 Confidential information may be disclosed by each of the Parties to its employees only to such extent as is necessary for the purposes contemplated by this Agreement or as is required by law subject in each case to the Parties using all reasonable endeavors to ensure that the person in question keeps it confidential under the same terms as those imposed on each of the Parties under this Section 8 and does not use it except for the purposes for which the disclosure was made.

8.4 In case one of the Parties will need to share confidential information with a third party such as a potential client, the Party undertakes to enter into a Confidentiality Agreement with such third party.

9. LIABILITY

9.1 Each Party's entire liability and exclusive remedies against the other Party for any breach, default, act, omission, negligence or statement made in connection with or in relation to this Agreement and in respect of which either Party is legally liable to the other, is limited to the following:

- a) For infringement of Intellectual Property Rights, the rights and remedies contained in Section 10 below;
- b) For any other single or series of claims, either Party's liability under this Agreement shall be limited to the lesser of EURO 10.000.

9.2 Notwithstanding any other provision of this Agreement, and irrespective of any fault or negligence, neither Party to this Agreement shall be liable to the other for any indirect, incidental or consequential loss, reliance, or special damages (including without limitation, damages for harm to business, lost revenues, lost savings or lost profits), regardless of the form of action or omission.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Partner acknowledges that the trademarks, trade and brand names associated with STAA and NTB are TJP's property and the Partner is only entitled to use the same pursuant to the terms of this Agreement whilst this Agreement is in force.

10.2 By signing this Agreement the Partner accepts the terms set out in this Agreement and the Partner does not become the owner of STAA and NTB or gain any interest therein other than that granted by TJP in this Agreement.

10.3 The Partner agrees to promptly and fully notify TJP in writing of any actual threatened or suspected infringement in the Territory of any Intellectual Property Rights which comes to Partner's attention; and any claim by any third party coming to Partner's attention that the promotion or licensing of STAA and NTB in the Territory infringes the rights of any person.

10.4 The Partner agrees, at TJP's request and expense, to do all such things as may be reasonably required to assist TJP in taking or resisting any proceedings in relation to any infringement or claim referred to in Section 10.3 above.

10.5 Nothing in this Agreement gives the Partner any rights in respect of Intellectual Property Rights of the STAA and NTB and the Partner hereby acknowledges that all such Intellectual Property Rights are and shall remain vested in TJP.



All notices, consents and approvals (hereinafter referred to as Notice) shall be deemed to be sufficiently and duly given in written form and delivered personally or sent by courier or transmitted by email addressed as follows:

If to TJP

The Netherlands, Prinsesselaan 6
1942 AH Beverwijk
Email: Gerard.koolen@lugera.com

If to Partner

COUNTRY & ADDRESS
ZIP CODE & CITY
E-MAIL ADDRESS LEGAL REPRESENTATIVE

12. SEVERABILITY

If at any time any clause or part of this Agreement is held to be or becomes void or otherwise unenforceable the same shall be deemed deleted from the Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

13. ENTIRE AGREEMENT

This Agreement and the Appendices thereto contain the entire Agreement. Any amendments to the Agreement or the Appendices shall be in writing.

14. TRANSFER AND ASSIGNMENT

14.1 The Partner is not entitled to assign or transfer its rights, responsibilities or obligations under this Agreement in whole or in part without the prior written consent of TJP.

14.2 TJP is entitled to assign or transfer its rights, responsibilities or obligations under this Agreement in whole or in part without the prior written consent of the Partner. TJP is free to transfer or assign any material or intellectual right over STAA and NTB.

15. FORCE MAJEURE

Neither Party will be liable for failure to perform obligations under this Agreement if that failure results from any circumstances beyond its reasonable control.

16. LITIGATIONS

The present Agreement is governed by the law of The Netherlands. Any litigation regarding the clauses of the present Agreement which cannot be solved amicably will be solved by the law courts located in The Netherlands.

IN WITNESS WHEREOF the Parties have signed this Agreement in two (2) originals, in the English language on the date of 01.09.2018.

The Jobber Partnership B.V.
By Gerard Koolen
Group Managing Partner

Partner, COMPANY
By: **LEGAL REPRESENTATIVE**
JOB TITLE