# Partner Agreement

v1.4 · 14 Nov 2026

**Version 1.4 · effective 14 November 2026.** Template version 1.4; it binds a Partner from the start date in the Particulars. The English text is authoritative; the Serbian version is a translation. Sign two printed copies; each party keeps one.

## Particulars

| Party | Details |
|---|---|
| **Innovatica** | Innovatica Technologies FZ-LLC, a free-zone limited liability company registered in Ras Al Khaimah, United Arab Emirates, operating from Abu Dhabi |
| | Registered office: VUNE0632, Compass Building, Al Hulaila, Al Hulaila Industrial Zone FZ, Ras Al Khaimah, United Arab Emirates |
| | Licence number: 47020067 (Services Licence, Ras Al Khaimah Economic Zone, RAKEZ) |
| | Signing for Innovatica (name; authorised signatory as named in the trade licence): _____ |
| | E-mail for notices: info@innovatica.ai |
| **Partner** | Full name or company name: _____ |
| | Address and country of residence or seat: _____ |
| | Company or entrepreneur registration number (if any): _____ |
| | Tax number (if any): _____ |
| | Date of birth (private person): _____ |
| | Bank account able to receive US dollars (IBAN or account number, bank, SWIFT): _____ |
| | E-mail for notices and statements: _____ |
| | Telephone: _____ |
| **Governing law and courts** | _____ (if left blank: the law of the Republic of Serbia and the competent court in Belgrade) |
| **Start date** | _____ (if left blank: the date of the later signature) |

## 1. What this Agreement is about

1.1. The Partner knows businesses that repeat the same work every week. The Partner introduces such businesses to Innovatica. Innovatica agrees the price with them in writing, builds the software (an app, a program, an automation, an AI assistant or similar), hosts it and keeps it running.

1.2. For every business the Partner introduces that becomes a paying client, Innovatica pays the Partner **15% of every amount the client pays Innovatica, without VAT, for 10 years from the client's first payment** (clause 5).

1.3. This Agreement is not exclusive. The Partner may work with others, and Innovatica may work with other partners and find clients itself.

## 2. Definitions

2.1. **Introduced Client**: a business whose introduction is registered to the Partner under clause 3 and that pays Innovatica for any service, whether a one-off fee or a monthly plan. A client counts as "introduced" on the day its introduction is registered, even if it first pays later. A business remains the same Introduced Client if it changes its name or legal form or its business passes to a legal successor. "Business" means any company, entrepreneur, practice, association, club or other organisation, or a self-employed person.

2.2. **Collected Amount**: every amount Innovatica actually receives from an Introduced Client for any of Innovatica's services, including services the client adds or expands later, **without VAT** and similar taxes, and after deducting refunds, credit notes and payments reversed by the bank or card company (chargebacks). It is counted before Innovatica's own bank and payment-processing fees. In this clause and clause 5, "Innovatica" includes any company in Innovatica's group and anyone who bills or collects for Innovatica's services in its place.

2.3. **Commission**: 15% of the Collected Amount.

2.4. **Commission Period**: for each Introduced Client, the 10 years that start on the day Innovatica receives that client's first Collected Amount. The period runs once and without a break: it does not pause if the client stops paying and does not start again if the client returns. A payment that is fully refunded does not count as the first.

## 3. How an introduction is registered

3.1. An introduction means the business has told the Partner it is willing to talk to Innovatica. The Partner registers it through the form at innovatica.ai/partners or by e-mail to info@innovatica.ai, giving at least the details in Annex A. The time Innovatica receives the registration is the time of registration. An introduction the Partner sent Innovatica in this way before the start date, and that Innovatica did not decline, counts as registered under this Agreement from the time Innovatica received it.

3.2. Innovatica confirms in writing within 10 working days whether the introduction is registered. It is not registered if: (a) in the 12 months before, the business was an Innovatica client, had received an offer from Innovatica or was in documented discussion with Innovatica, other than because of the Partner's own earlier introduction; or (b) the business is at that time registered to another partner. If Innovatica declines, it says why. If Innovatica does not answer in that time, the introduction is registered unless (a) or (b) applies.

3.3. Innovatica decides freely whether and on what terms it works with any business. No Commission is due for a business that does not become a paying client.

3.4. A registration lasts 12 months from the time of registration (clause 3.1). If in that time the business accepts an Innovatica offer or starts using an Innovatica service (including a free tier or pilot), it stays the Partner's Introduced Client until its Commission Period ends and cannot be registered to anyone else in the meantime. Otherwise the registration lapses, unless Innovatica extends it in writing, and the business can be registered again under clause 3.2 by the Partner or by someone else.

## 4. What the Partner does

4.1. **Required:** the introduction. Nothing else is required to earn the Commission.

4.2. **Recommended, not required** (Annex B): staying the client's first contact, checking in with the client about once a quarter, and passing on the client's new needs and ideas to Innovatica. When a client grows, the Commission grows with it. How involved the Partner stays is the Partner's choice; if the client deals with Innovatica directly, the Commission does not change.

4.3. The Partner bears their own costs (travel, telephone, time) unless Innovatica agrees otherwise in writing. The Partner pays Innovatica nothing to join or to remain a partner.

## 5. Commission

5.1. Innovatica pays the Partner the Commission on every Collected Amount that Innovatica receives from each Introduced Client **during that client's Commission Period**, with no cap, including services the client adds later and amounts paid after an interruption within the period. Amounts received after the Commission Period ends carry no Commission. What counts is the day Innovatica receives the money, not the invoice date.

5.2. Free tiers and free pilots produce no Collected Amount and therefore no Commission. Commission starts with the first amount the client actually pays.

5.3. Each Introduced Client earns Commission for one partner only: the partner to whom it is registered at the time described in clause 3.4.

5.4. The Commission on a client ends when that client's Commission Period ends, or earlier only as set out in clause 11.4 (serious breach).

## 6. Statements and payment

6.1. By the 15th day of each month, Innovatica sends the Partner a statement of the previous month: each Introduced Client, the Collected Amounts and the Commission. No statement is sent for a month with no Collected Amount and no balance.

6.2. A Partner registered as a business or entrepreneur invoices the Commission on the basis of the statement; Innovatica pays within 15 days of the invoice. For a Partner who is a private person, Innovatica pays within 15 days of the statement.

6.3. Commission is calculated and paid in US dollars (USD), by bank transfer to the account in the Particulars. Each party bears its own bank's charges. An amount received in another currency is converted to US dollars at the rate Innovatica's bank applied when it converted the amount or, where it was not converted, at the official rate of the Central Bank of the United Arab Emirates on the day Innovatica received it; the statement shows the rate.

6.4. If an amount is refunded, credited or charged back after Commission on it was paid, that Commission is deducted once, from the next payment. If no further payment is due, the Partner repays it within 30 days of a written request.

6.5. **Minimum payout.** Clause 6.2 applies once the balance due reaches USD 50; a smaller balance is carried over and shown on each statement. Whatever the amount, the balance is paid once a year with the statement sent in December, and in full within 30 days after this Agreement ends. Commission that continues after the Agreement ends is paid by the same rules, and the last balance is paid when the last Commission Period ends.

6.6. On request, not more than once a year, Innovatica gives the Partner within 30 days a list of the invoices issued to and payments received from the Partner's Introduced Clients for the previous 12 months. The Partner

raises any objection to a statement within 6 months of receiving it; after that the statement is treated as accepted, except for errors the Partner could not have seen from the statement.

6.7. Innovatica may deduct from Commission only: amounts under clause 6.4, tax under clause 7.3, and a claim under clause 14.2 that the Partner has accepted in writing or a court has confirmed.

## 7. Taxes

7.1. The Commission is the Partner's income. The Partner is responsible for declaring it and for all taxes and contributions due on it in the Partner's country.

7.2. The Commission is calculated without VAT. If the law requires the Partner to charge VAT on it, VAT is added and handled as that law requires (for cross-border services usually by reverse charge).

7.3. If the law obliges Innovatica to withhold tax from a payment, Innovatica withholds it, pays it to the authority and gives the Partner proof. The Partner receives the Commission less the tax withheld.

## 8. What the Partner must not do

8.1. The Partner does not quote prices, promise features, timelines or results, make any commitment, or negotiate, sign or accept anything on Innovatica's behalf. Prices and terms come only from Innovatica, in writing.

8.2. The Partner does not present themself as Innovatica's employee or as a person with authority to bind Innovatica. The Partner may say they are an Innovatica partner.

8.3. The Partner does not persuade or help an Introduced Client to replace a service it gets, or got, from Innovatica with a service from another provider. This applies during the client's Commission Period, while the client is paying Innovatica and for 12 months after its last payment. It does not stop the Partner from working with other providers for other businesses (clause 1.3).

8.4. The Partner does not offer or accept bribes or hidden payments, does not mislead anyone about Innovatica or its services, does not send unsolicited mass messages about Innovatica, and does not advertise in Innovatica's name without Innovatica's written consent.

8.5. If the Partner works for, owns or advises the business it introduces, the Partner tells that business in writing that it earns a commission from Innovatica.

## 9. Relationship of the parties

9.1. The Partner is an independent party. This Agreement creates no employment, partnership, joint venture or agency; "Partner" is only a name for this role. The Partner is not a commercial agent: the Partner does not negotiate or conclude contracts for Innovatica (clause 8.1).

9.2. Innovatica gives no instructions on when, where or how the Partner works, sets no minimum activity and no targets.

## 10. Confidentiality and personal data

10.1. Each party keeps confidential what it learns about the other's business and about Introduced Clients (including prices and the statements), for as long as the Partner receives statements and for 3 years after. This does not cover what is public or what the law requires to be disclosed. A party may share it with its accountant, tax adviser, bank or lawyer, who must keep it confidential.

10.2. The Partner passes on a contact person's details only after that person has agreed to be contacted by Innovatica and knows that Innovatica is a company in the United Arab Emirates. Each party is separately responsible for the personal data it handles under the data-protection law that applies to it. Innovatica's handling, including of the Partner's own data, is described at innovatica.ai/legal/privacy.

## 11. Term and ending

11.1. This Agreement starts on the start date and has no end date. Where it is ended by notice, the "end date" is the last day of the notice period.

11.2. **The Partner** may end it at any time with 30 days' written notice. Commission on clients introduced before the end date continues to be paid until each client's Commission Period ends.

11.3. **Innovatica** may end it with 30 days' written notice. Introductions received after the end date are not registered; Commission on clients introduced before the end date continues to be paid until each client's Commission Period ends.

11.4. **Serious breach.** A serious breach is: (a) a breach of clause 8.1 or 8.2 that leads a business to rely on a price, promise or document Innovatica did not give; (b) a breach of clause 8.3; (c) bribery or deliberate deception under clause 8.4; or (d) a repeated breach of clause 8 after a written warning. If the Partner commits a serious breach, Innovatica may by written notice end the Partner's right to Commission, and this Agreement if it is still in force. Where the breach can be put right, Innovatica first gives the Partner 15 days' written notice to do so. This clause also applies after this Agreement has ended under clause 11.2 or 11.3, and to heirs and successors under clause 13.3. Commission on amounts Innovatica received up to the date of the ending notice is still paid; no Commission is due on amounts received after it, for any client. Commission already paid stays with the Partner, except Commission on a client won or kept by means of the breach, which the Partner repays within 30 days of a written request.

11.5. After this Agreement ends, clauses 2, 3.3, 3.4, 5 to 10, 11.4 and 12 to 16 continue to apply for as long as any Commission can still become due. Clauses 6.4, 8.3, 10, 14, 15 and 16 also continue after that, for as long as needed to give them effect.

## 12. Changes

12.1. Innovatica may change these terms for **future** introductions by giving 30 days' written notice. A change never reduces or delays the Commission, shortens the Commission Period or narrows the Collected Amount for a client introduced before it, unless the Partner agrees in writing.

## 13. Succession

13.1. This Agreement binds Innovatica's legal successors. Innovatica may transfer its business, or its contract with an Introduced Client, to another company only if that company takes over in writing the obligation to pay the Commission; until it does, Innovatica remains liable for it.

13.2. The Partner may not transfer this Agreement without Innovatica's written consent.

13.3. If a Partner who is a private person dies, or a Partner company ceases to exist, this Agreement ends for new introductions. The Commission on clients introduced before then continues, until each client's Commission Period ends, to be paid to the heirs or to the legal successor (for a liquidated company, to those who receive its assets). They show Innovatica the official document proving this and name one bank account, or their shares; until then the Commission is set aside and is paid in full once they do. They are bound by clauses 8 and 10, and clause 11.4 applies to them.

## 14. Liability

14.1. Innovatica is not liable to the Partner if Innovatica decides not to work with a business, or if a client does not pay or leaves.

14.2. The Partner is liable to Innovatica for loss caused by a breach of clause 8.

14.3. Neither party is liable for indirect loss or lost profit, except for intent or gross negligence, or where the law does not allow the exclusion. This does not limit the obligation to pay Commission or the Partner's liability for a breach of clause 8.3.

## 15. Law and disputes

15.1. This Agreement is governed by the law in the Particulars. The parties first try for 30 days to settle a dispute in good faith; failing that, the courts named in the Particulars decide. This does not prevent a party from asking a court for urgent interim measures.

15.2. Nothing in this Agreement takes away a protection that the law of the Partner's country of residence gives the Partner and that cannot be given up by contract.

## 16. Final provisions

16.1. This Agreement is the whole agreement on its subject and replaces earlier referral or partner terms for introductions registered from the start date. Introductions registered under earlier signed terms keep them.

16.2. "In writing" and "written" include e-mail. Notices are sent by e-mail to the addresses in the Particulars and take effect on the next working day after sending. A working day is any day except Saturday, Sunday and public holidays in the Republic of Serbia. A party changes its e-mail address by notice. A change of the Partner's bank account takes effect only once Innovatica has confirmed it with the Partner by telephone or in person.

16.3. If a provision is invalid, the rest remains in force and the parties replace it with a valid one closest to its purpose.

16.4. The English text is authoritative. Translations are for convenience.

16.5. This Agreement is signed by hand in two identical printed copies, each containing the English text and the Serbian translation; each party keeps one. If the parties fill in or sign only one language version in a copy, that covers both versions; if the filled-in Particulars differ, those in the English text apply. Apart from changes under clause 12, this Agreement can be changed only in writing signed by both parties.

## Signatures

| Innovatica Technologies FZ-LLC | Partner |
|---|---|
| Name: _____ | Name: _____ |
| Title: _____ | Title (if a company): _____ |
| Place: _____ | Place: _____ |
| Date: _____ | Date: _____ |
| Signature: _____ | Signature: _____ |
| Stamp (if any): | Stamp (if any): |

Both parties initial every page. Handwritten changes count only if both parties initial them.

**How to sign.** One copy is the English text and the Serbian translation together; fill in and sign the English text (filling in the Serbian one as well is optional). The Partner signs both copies, e-mails a scan to info@innovatica.ai and posts both copies to the postal address Innovatica gives in its reply. Innovatica countersigns, e-mails a scan the day it signs and posts one copy back within 15 working days.

## Annex A: Registering an introduction

Send through innovatica.ai/partners or to info@innovatica.ai:

1. The business's name and town.
2. A contact person and how to reach them (with their agreement, clause 10.2).
3. In their own words, if you know: the work they repeat every week.
4. Your name, so the introduction is recorded to you.

Innovatica confirms within 10 working days whether the introduction is registered (clause 3.2). A registration lasts 12 months unless the business accepts an offer or starts using a service in that time (clause 3.4).

## Annex B: What we recommend (not required)

1. **Stay their first contact.** Clients like having someone they know.
2. **Check in about once a quarter**, in person or by phone: is the software still doing the job, and what has changed in their work?
3. **Pass on new needs and ideas.** When a client adds something, your 15% (of what they pay us, without VAT) grows with it.

None of this is a condition of the Commission (clause 4).