*In relation to the successful conclusion of our negotiations, we submit to your attention our proposal for a referral agreement (hereinafter, “****Agreemen****t”) to be entered into with your company.*

\* \* \*

**REFERRAL AGREEMENT**

**BETWEEN**

**\_\_\_\_\_,** with registered offices at address: \_\_\_\_\_, Company number: \_\_\_\_, duly represented by director \_\_\_\_\_\_\_, invested with the necessary powers

 (hereinafter, “**Referral**”),

**AND**

**UAB Kuna Pro**, with registered offices in Eišiškių Sodų 18-oji g. 11, LT-02194 Vilnius, registered with the Company number 306041195, LEI code: 98450064ECD1DD3CEE15, duly represented by director Mykhailo Chobanian, invested with the necessary powers

 (hereinafter, “**Introduced Party**”),

(collectively, the “**Parties**” and each, a “**Party**”)

**WHEREAS**

1. Referral is a company specialized in solutions of innovative services and technologies for companies working in the fintech sector. Referral operates a digital platform which may be accessed via the web (hereinafter, “**Refferal’s Platform**”), through which it supplies, inter alia, advanced technological solutions mostly based on Application Programming Interfaces, which enable the Referral’s Platform clients to access the API services of Referral and/or those of third parties that expose their API services on the Referral’s Platform.
2. The Introduced Partyis a company authorized by FCIS Financial Crime Investigation Service under the Ministry of the Interior of the Republic of Lithuania specialized in providing technology services to enable digital asset acceptance and distributed ledger technology applications.
3. Referral is interested in starting a collaboration with the Introduced Partyaimed at expanding their respective market and, therefore, Referral intends to refer the Introduced Partyand its digital assets acceptance and exchange services (hereinafter, “**Service**”) in order to serve specific customers’ request in digital assets acceptance to increase Referral customer retention and accelerate Introduced Party go-to market within the fintech sector.
4. The Introduced Party is interested in the promotion activity carried out by Referral consisting in the discretionary introduction to its client or prospect companies (hereinafter, "**Referral Prospects**") of the name of the Introduced Partyand its Service.
5. Therefore, the Parties intend to define with this Agreement the terms and conditions for activities referred to in letters C) and D) above.

**Now therefore, the Parties agree hereto as follows**

**Art. 1 – Recitals**

* 1. Any recitals and Annexes are an integral and substantive part of this Agreement.

**Art. 2 – Purpose**

* 1. This Agreement regulates introduction of a Referral Prospect from Referral to the Introduced Party for purposes of promoting the Service to such Referral Prospect.
	2. Referral will introduce Referral Prospects to the Introduced Party by an introductory email whose contact details of the Introduced Party’s sales representative are defined in this Agreement.
	3. Referral, his employees and his collaborators will not conclude any kind of agreement in the name nor on behalf of the Introduced Party and/or will not carry out any activity, including support, consulting or assistance, for the conclusion of agreements regarding the Service.

**Art. 3 – Parties’ obligations and responsibility**

* 1. Referral shall introduce the Referral Prospects to the Introduced Party (hereinafter, “**Referral Activity**”) according to the following terms and conditions.
	2. In carrying out the Referral Activity, Referral shall:
1. introduce the Introduced Party according to instructions provided by the Introduced Party;
2. comply with graphic and communication guideline of the Introduced Party, using only materials supplied by the Introduced Party itself;
3. agree in advance with the Introduced Party on the style of any communications to Referral Prospects, provided that they must always be in line with the Introduced Party’s communication standards;
4. perform the Referral Activity under this Agreement with the professional diligence required by the nature of the activity, acting at all times and in any case in accordance with any legal or regulatory provisions applicable to it.
	1. Referral will always be an independent third party to the contractual relationship between the Introduced Party and any Referral Prospect for the provision of the Service (hereinafter, “**Service Agreement**”); therefore, the Introduced Party undertakes to indemnify and hold Referral and its officers, directors, employees, agents, collaborators harmless from any liability for any activity carried out for the purpose of execution of the Service Agreement, including any claim for damages, costs or expenses of any kind resulting from or in connection with any claim made by Referral Prospects in the event of malfunctioning, suspension or interruption of the Service.
	2. The Introduced Party shall:
5. communicate by e-mail to Referral at the end of each month, the Referral Prospects that have signed the Service Agreement, for the purpose of calculating Referral’s remuneration, as described in Clause 4;
6. pay Referral’s remuneration according to Clause 4;
7. ensure that the offer of the Service is consistent with information communicated to Referral, in order to enable the latter to introduce the Introduced Party to Referral Prospect in compliance with shared guidelines. Any changes or updates to the Service must be promptly reported to Referral.
8. update and share the list of active Referral Prospects with specific trading volume.
	1. The Introduced Party will be exclusively responsible for the provision of the Service to Referral Prospects; therefore, the Introduced Party undertakes to indemnify and hold Referral harmless from any request for compensation, damages, costs or expenses, requested by the Referral Prospect related to the provision of the Service.

**A**r**t. 4 – Referral fee**

* 1. Referral will be entitled to receive remuneration (hereinafter, “**Referral Fee**”) if: (i) a Referral Prospect introduced tothe Introduced Party during this Agreement enters into a Service Agreement; and (ii) at least one (1) invoice payment is made under such Service Agreement.
	2. The Introduced Party’s obligations to remunerate the Referring Party according to this Clause 4 will survive the termination of this Agreement, unless this Agreement is terminated by the other Party according to Clause 11.
	3. Referral Fee is calculated as 40 (fourty) % of the net income collected by the Introduced Party under a Service Agreement for the entire duration of the Service Agreement. The Referral Fee to be paid to the Referral account (crypto wallet).
	4. The Introduced Party shall notify Referral within thirty (30) days from the date whenthe Introduced Party enters into a Service Agreement, confirming the following details:
1. the effective date of the Service Agreement;
2. the fees set out in the Service Agreement and the net income; and
3. the estimated date for the first invoiced payment on fees under the Service Agreement.
	1. Referral Fees according to Clause 4.2 shall be paid by the Introduced Party within thirty (30) Business Days from the Introduced Party’s receipt of the respective fee.

**Art. 5 – No exclusivity, no competition and confidentiality**

* 1. This Agreement does not bind the Parties in any way as to exclusivity or competition of their respective activities.
	2. The Parties shall maintain in confidence any information concerning their respective organisation and internal activities of which they become aware during the execution of this Agreement, including contractual terms of this Agreement. The content of this Agreement and of all information and documents relating to each Party that the other Party may become aware during the provision of activities under this Agreement are strictly confidential and each Party undertakes not to divulge and/or cause its content to be divulged to third parties without the Party prior written consent. In case of Referral’s unauthorized disclosure of the Introduced Party’s confidential information, the Referral will be obliged to reimburse all occurred losses and/or damage and pay the penalty in the amount of 10,000 USDT.

**Art. 6 – Trademarks**

* 1. The Parties declare to have full exclusive title to the rights relating to their trademarks, company names and any other distinctive sign associated with them and the use thereof does not infringe any third party right nor any applicable law and/or regulation.
	2. The use of the trademarks of either Party shall be such, in terms of content and means of dissemination used, as not to tarnish the reputation of the other Party and the activities carried out by the latter, as well as such as not to have negative repercussions on the trademarks, the image and the reputation acquired vis-à-vis the general public. The Parties shall observe rigorously and scrupulously all the rules and guidelines that the other Party will communicate from time to time concerning the use of its trademarks and distinctive signs. The Parties reserve the right to revoke the authorisation to use its trademark in the event of failure to comply with the conditions set out in this Clause.
	3. Use of trademarks, names and distinctive signs of each Party must be previously authorised in writing by the other Party, provided that their use shall not affect, such for the content and means of divulgation used, the reputation of any party and the activities carried out by the same, as well as adversely affect the trademarks and the knowledge and reputation acquired with respect to the generality of customers.
	4. The Parties shall not carry out any recruiting activities on personnel or collaborators of the other Party.

**Art. 7 – Intellectual Property**

* 1. No trademark license or other industrial or intellectual property rights, technical specifications and any know-how provided belonging to each Party are granted to the other Party by the conclusion of this Agreement. The Parties mutually undertake to promptly return to each other, at the termination of this Agreement, all information, documents, tracings, specifications belonging to the other Party, at the latter's express request.

**Art. 8 – Liability and indemnification**

* 1. The Parties shall be bound to strictly comply not only with the relevant regulations, but also with the provisions of this Agreement, being each of them liable for any damage that may be caused to the other Party or to Referral Prospects and/or any third parties due to non-observance of the aforesaid provisions by the Parties themselves or by their employees and collaborators they use for execution of the activities under this Agreement.
	2. The defaulting Party shall indemnify and hold the other Party harmless from any damage, cost, charge or expense of any nature and for any reason whatsoever it may incur due to the non-observance of relevant regulations or obligations arising from this Agreement by the Party itself or by its employees and collaborators it uses for execution of the activities under this Agreement and for relationship with the other Party or the Referral Prospects or any third party.

**Art. 9 – Data protection**

* 1. Each Party declares to comply with privacy law in force, and in particular with Regulation (EU) 2016/679 (the so-called “General Data Protection Regulation” or “GDPR”) especially with regard to the adoption of appropriate technical and organisational measures to safeguard the security and confidentiality of personal data. Signing this Agreement and throughout its duration, in relation to the operations necessary for the performance of this Agreement and the fulfilment of the obligations arising hereto, the Parties shall act as independent data processors.

**Art. 10 – Duration and withdrawal**

* 1. This Agreement shall commence on the date of its signing and, unless terminated earlier in accordance with the provisions set out herein, shall continue thereafter for 12 (twelve) months, automatically renewing for additional 12-month periods.
	2. Either Party may withdraw from this Agreement at any time without any fee or penalty by sending to the other Party a written notice of at least 15 (fifteen) calendar days according to Clause 15, without prejudice to the validity and enforceability of those clauses that should subsist upon the termination of this Agreement (as provided for in this Agreement, its own nature or as provided for by law).

**Art. 11 – Termination**

* 1. Each Party shall be entitled to terminate this Agreement with immediate effect according to applicable law, by sending to the other Party a recorded delivery letter with notice of receipt or by email, in the following circumstances:
1. the other Party’s breach of the following provisions: Clause 3, Clause 5.2, Clause 6.2, Clause 7, Clause 8.1, Clause 12, Clause 13;
2. dissolution, civil or criminal seizure, judicial liquidation where permitted by law, assignment of assets to creditors, initiation of any enforcement proceedings against the other Party in pursuant to the bankruptcy laws and similar proceedings;
3. forfeiture, loss or non-issuance of any authorisation, permit, licences and/or approval the Introduced Party needs to perform the activities the Service is intended for;
4. changes to the laws, regulations and administrative acts applicable to Referral or the Introduced Party, which make the continuation of the relationship difficult or impossible;
5. upon being requested to do so by the supervisory authorities or any authority each Party is subjected to.

**Art. 12 – Prohibition of assignment**

* 1. Referral may assign this Agreement without prior written consent of the Introduced Party. This shall not apply to the transfer of a company or business unit, mergers, demergers and other extraordinary corporate transactions involving the assignment of the Agreement.

**Art. 13 –COMPLETE AGREEMENT**

* 1. Entirety of the agreement. This Agreement constitutes the entire agreement between the Referral and the Introduced Party and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the Introduced Party. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.
	2. Execution. This Agreement may be executed and delivered by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual wet ink signatures.

**Art. 14 – Changes and amendments**

* 1. Changes or amendments to this Agreement shall, to be valid, be agreed upon in writing and signed by authorised signatories of both Parties.

**Art. 15 – Communication**

* 1. All communications under this Agreement shall be in writing and shall be sent by email or recorded delivery letter with notice of receipt to the addresses listed below:

If top Referral: \_\_\_\_\_\_\_; E-mail: \_\_\_\_; to the attention of director \_\_\_\_\_\_\_\_.

If to Introduced Party: Eišiškių Sodų 18-oji g. 11, LT-02194 Vilnius; E-mail: law@kuna.family; to the attention of Ganna Voevodina, UAB Kuna Pro.

**Art. 16 – Sundry Provisions**

* 1. If one or more clauses of this Agreement are deemed null and void, ineffective or contrary to mandatory rules, their nullity, ineffectiveness or contrariness to mandatory rules shall not apply to the other clauses of this Agreement, which shall retain their validity and efficacy to all intents and purposes, provided that the remaining terms of the Agreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.
	2. This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership, joint-venture, consortium, agency or other nature and the Parties agree not to establish any reciprocal bonds except as strictly provided for in this Agreement.
	3. This Agreement does not attribute any power of representation to Referral and therefore does not include any activity that implies the signing of binding deeds, nor the collection of any sum in the name or on behalf of the Introduced Party and cannot be configured as an agency contract, Referral's activity being limited to terms established in art. 2 above.

**Art. 17 – Negotiation**

* 1. The Parties acknowledge and agree that this Agreement is the outcome of express negotiations, encompassing each clause and its overall content.

**Art. 18 – Governing law and jurisdiction**

* 1. This Agreement is regulated and interpreted in accordance with laws of Lithuania.
	2. Any dispute as may arise from or in connection with the interpretation, performance and/or termination of this Agreement shall come under the exclusive jurisdiction of Vilnius Court of Commercial Arbitration.

**Art.19 - Anti-corruption clause**

19.1. The Parties undertake to comply with the requirements of anti-corruption legislation and not to take any actions that may violate the provisions of anti-corruption legislation in connection with the exercise of their rights or obligations under this Agreement, including, but not limited to, not to make an offer not to authorize, promise or provide any unlawful benefit in cash or any other form to individuals or legal entities (including, but not limited to, private enterprises, organizations, public authorities and self-government bodies, institutions, civil servants) or their representatives.

19.2. In case of breach of obligations under this clause by one of the Parties, the other Party shall have the right to unilaterally refuse to perform this Agreement and terminate the Agreement by sending a notice to the breaching Party. In the event of termination of the Agreement in accordance with this clause, no damages shall be reimbursed to the breaching Party.

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*If you agree entirely with the terms and conditions of this proposal and the relative clauses, we invite you to transcribe it in full on your headed paper and return it signed by your legal representative, as identified in the preamble, to indicate full acceptance and assent.*

\_\_th of \_\_\_\_, 2023

Referral

**\_\_\_\_\_**

Company number: \_\_\_\_

Registered address:

\_\_\_\_\_\_

Bank information:

\_\_\_\_\_\_\_\_

Director \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Introduced Party

**UAB Kuna Pro**

Eišiškių Sodų 18-oji g. 11, LT-02194 Vilnius,

Company number 306041195

Director Mykhailo Chobanian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_