

AFFILIATE PROGRAM & REGULATIONS FOR LEAD GENERATION

1. DEFINITIONS

- 1.1. **Autenti** – Autenti sp. z o.o., with its registered office in Poznań (61-806) at Św. Marcin 29/8, entered into the Register of Entrepreneurs kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000436998, with NIP (Tax Identification Number) 783-169-32-51 and share capital in the amount of PLN 6,811,700.00, which is the organiser of the Affiliate Program.
- 1.2. **Application form** – a document filled in to apply for participation in the Affiliate Program, supplemented with correct data, available at: <https://autenti.com/en/partner-program>, <https://autenti.com/de/partner-programme>, and <https://autenti.com/cs/partnersky-program> [affiliate program].
- 1.3. **Customer** – an entity with whom Autenti has entered into an agreement as a result of a Successful Referral.
- 1.4. **Affiliate** – a sole trader, a legal person or an organisational unit that is not a legal person to which a separate law grants legal capacity, which, as a result of meeting the criteria set forth in the Regulations, has concluded the Agreement.
- 1.5. **Potential Customer** – an entity that expresses interest in Autenti services and cooperation with Autenti as part of access to the Autenti Platform in the minimum of the PRO Plan or PREMIUM Plan variant.
- 1.6. **Affiliate Program** – a program the purpose of which is cooperation between Autenti and the Affiliate regarding the promotion of Autenti services among Potential Customers and the acquisition of new Customers for services under the Autenti Platform in the PRO Plan or PREMIUM Plan variant or for other similar services, and concerning the area of digital transformation projects conducted in enterprises operating on the European market on the terms set out in the Regulations.
- 1.7. **Billing report** – a document specifying the basis and amount of remuneration to which the Affiliate is entitled. The template of the Billing Report is attached as Appendix 1 to the Regulations.
- 1.8. **Regulations** – this document specifying the conditions of participation in the Autenti Affiliate Program.
- 1.9. **Successful Referral** – means the conclusion of an agreement by Autenti with the Customer for the paid provision of services under the Autenti Platform in the PRO Plan or PREMIUM Plan variant for at least one year or other similar services as a result of the Affiliate's actions, and the payment of remuneration by the Customer to Autenti in accordance with this Agreement.
- 1.10. **Agreement** – a contract for participation in the Affiliate Program concluded between the Affiliate and Autenti, under the terms and conditions set out in the Regulations, as a result of submission the Application Form to Autenti upon receipt by the Affiliate of confirmation from Autenti that the Affiliate joins the Affiliate Program.
- 1.11. **Applicant** – a sole trader, a legal person or an organisational unit that is not a legal person, to which a separate act grants legal capacity, expressing a desire to join the



Affiliate Program as an Affiliate by completing and submitting Autenti the Application Form.

2. JOINING AN AFFILIATE PROGRAM

- 2.1. The Affiliate Program is aimed at entities that simultaneously meet each of the following conditions:
 - 2.1.1. are sole traders, legal persons or organisational units that are not legal persons, which are granted legal capacity by a separate act, and are willing to join the Affiliate Program;
 - 2.1.2. they are not in any arrears in payment of amounts due to Autenti for any reason.
- 2.2. In order to declare their will to join the Affiliate Program, the Applicant sends an Application Form to Autenti via the website available at <https://autenti.com/en/partner-programm> or having previously completed it with correct data.
- 2.3. In order to be admitted to the Affiliate Program, it is necessary to read and accept the Regulations. The Applicant submits a statement that they have read the Regulations and a statement that they accept the contents of the Regulations in the Application Form.
- 2.4. Within 15 calendar days from the date of receipt of the Application Form, Autenti will inform the Applicant whether the Applicant has been accepted to the Affiliate Program.
- 2.5. If Autenti fails to inform the Applicant within 15 calendar days from the date of receipt of the Application Form that they joined the Affiliate Program, it shall be assumed that the Applicant has been refused to join the Affiliate Program. Failure to meet the deadline for informing the Applicant shall not lead to Autenti losing the right to join the Applicant in the Affiliate Program at a later date.
- 2.6. Autenti has full discretion in deciding whether to accept or reject the Applicant to the Affiliate Program.
- 2.7. When the Applicant receives information from Autenti in the form of an e-mail about admission to the Affiliate Program, the Agreement between Autenti and the Applicant is concluded, and the Applicant becomes an Affiliate.

3. COOPERATION PROCEDURE

- 3.1. As part of the Affiliate Program, the Affiliate will undertake activities aimed at acquiring new Customers by Autenti.
- 3.2. The Affiliate's activities will primarily consist of providing Autenti with the following information about the Potential Customer:
 - 3.2.1. name and surname of the Potential Customer;
 - 3.2.2. the type of service that the Potential Customer is interested in (at least in the PRO Plan or PREMIUM Plan variant);
 - 3.2.3. a list of contact persons on the side of the Potential Customer;
 - 3.2.4. the date on which the Potential Customer would like to gain access to the service they are interested in.

- 3.3. If requested by Autenti or a Potential Customer, the Affiliate will act as an intermediary in scheduling and organising a meeting or video conference to present Autenti's services to the Potential Customer.
- 3.4. Autenti may provide the Affiliate with promotional materials in electronic form, which the Affiliate may use to attract Customers.
- 3.5. The Affiliate is obliged to inform the Potential Customer that if the Potential Customer would like to contact Autenti directly due to the actions taken by the Affiliate, the Potential Customer is obliged to refer to the Affiliate.
- 3.6. When taking any action to acquire a Customer, the Affiliate shall, in particular, be obliged to:
 - 3.6.1. acting in accordance with applicable law and good practices;
 - 3.6.2. non-infringement of third-party rights, including copyrights;
 - 3.6.3. taking care of the good name and reputation of Autenti;
 - 3.6.4. exercising the utmost diligence in promoting Autenti's services;
 - 3.6.5. familiarity with Autenti's current offerings;
 - 3.6.6. activities in accordance with Autenti guidelines;
 - 3.6.7. non-misleading about the type, quality and price of services provided by Autenti.
- 3.7. Promoting Autenti services on websites that contain content prohibited by law is not permitted.
- 3.8. Autenti shall be entitled to raise objections to the Affiliate regarding the Affiliate's method of acquiring Potential Customers. The Affiliate is obliged to take Autenti's comments into account and comply with the guidelines received.
- 3.9. Autenti recognises that the Customer was acquired as a result of the Partner's activities, provided that the contract with the Customer was concluded within 6 months from the date of providing Autenti with information about the Potential Customer or within 6 months from the date of contacting Autenti by the Potential Customer on the effect of the Partner's actions. After this time, Autenti will be entitled to negotiate with the Potential Customer on undertaking cooperation without the Affiliate's participation, and the Affiliate will not be entitled to remuneration. The above period may be extended at the reasonable request of the Affiliate, transmitted via e-mail to the e-mail address of the contact person indicated in the Agreement.
- 3.10. The following entity is not considered a Potential Customer or Customer:
 - 3.10.1. the one, who, within the last 12 months (counting backwards from the date of transfer of their data by the Affiliate to Autenti), has contacted Autenti, had discussions or negotiations on concluding an agreement for the paid provision of services under the Autenti Platform in the variant of at least the PRO Plan or PREMIUM Plan OR;
 - 3.10.2. to whom, during the last 12 months (counting backwards from the date of transfer of their data by the Affiliate to Autenti), Autenti has provided any services, OR;
 - 3.10.3. affiliated with the Affiliate in accordance with the Law on Corporate Income Tax of February 15, 1992, OR;
 - 3.10.4. who is an employee or associate of the Affiliate.
- 3.11. Autenti is not obliged to conclude a contract with the Potential Customer.
- 3.12. Autenti does not provide the Affiliate with access to the accounting documents.

4. **AFFILIATE RIGHTS**

- 4.1. The Parties will settle the awarded funding by issuing appropriate accounting documents.
- 4.2. Affiliate can request Autenti's Affiliate Support from Autenti's sales team during discussions with Potential Customers.

5. **REMUNERATION**

- 5.1. As part of the Affiliate Program, the Affiliate will be entitled to remuneration for each Successful Referral.
- 5.2. The amount of Affiliate's remuneration for a Successful Referral will be 15% of the net amount representing the invoiced remuneration resulting from the Successful Referral, payable by the Customer to Autenti.
- 5.3. Autenti declares that the revenue components of the Successful Referral and their values may constitute confidential information and business secrets of Autenti or the Customer. Affiliate acknowledges that it is not entitled to request access to such information.
- 5.4. The Affiliate will be entitled for a period of 12 months, counting from the date of the Successful Referral OR for the entire term of the Agreement with the Customer, if the Agreement will be in force for less than 12 months;
- 5.5. The remuneration is settled in arrears and due no earlier than after Autenti has credited the payment from the Customer relating to the Successful Referral.
- 5.6. The amount of the Affiliate's remuneration will be determined each time based on the Billing Report. The Billing Report will be provided to the Affiliate by Autenti in electronic form after each calendar quarter, for which the Affiliate is entitled to remuneration for a Successful Referral. The Billing Report will include Successful Referrals and information on whether the Customer has outstanding payments to Autenti.
- 5.7. The Affiliate is entitled to raise objections to the Billing Report within 5 days of receiving it from Autenti. Failure to submit comments within the aforementioned period shall be deemed acceptance of the contents of the Billing Report. If the Affiliate submits legitimate comments on the Billing Report, Autenti will review it again and, if any irregularities are found, make corrections to its contents.
- 5.8. The Billing Report is the basis for the Affiliate to issue an invoice for the amount resulting from the Billing Report, plus the VAT due, according to the applicable rate. The invoice will be issued with at least a 14-day payment date.
- 5.9. Autenti agrees and authorises the Affiliate to issue invoices electronically and send them to the following address: invoices@autenti.com.

6. **PERSONAL DATA**

- 6.1. Each Party will be the controller of the personal data of Potential Customers and Customers to the extent of fulfilling its processing purposes.
- 6.2. The Applicant declares that they will have a reasonable basis for processing the personal data of the Potential Customer and the Customer, referred to in Art. 6 Section 1 of the GDPR, and that they will be entitled to provide the Potential Customer's personal data to Autenti; in particular, the Applicant will have the Potential Customer's consent to

provide their personal data to establish contact and potential cooperation between Autenti and the Customer.

- 6.3. The Applicant is obliged to fulfill the information obligation to the Potential Customer on behalf of Autenti. Autenti's information clause is available on Autenti's website at the link <https://autenti.com/en/autentis-partner-programme-information-clause>.
- 6.4. As soon as personal data is made available in connection with the commencement of contract negotiations between Autenti and the Customer, Autenti becomes the controller of the personal data of the persons appearing on the part of the Potential Customer or the Customer and undertakes to duly protect them in accordance with the law. Notwithstanding the above, the controller of the aforementioned personal data shall remain the Applicant or the Affiliate to the extent that it has processed them to date in accordance with the law.
- 6.5. If, in the course of cooperation between Autenti and the Affiliate, it becomes necessary for Autenti to process personal data for the benefit of the Affiliate or vice versa, then Autenti and the Affiliate shall conclude a separate agreement on entrusting the processing of personal data processing.
- 6.6. Autenti and Affiliate undertake to process personal data in accordance with the provisions of applicable law; in particular, they undertake to use appropriate technical and organisational measures to ensure adequate data protection.

7. **COMMUNICATION**

- 7.1. All communication between Autenti and the Partner (providing information, arrangements, confirmations, statements, etc.) will be conducted by e-mail between contact persons with optional additional persons who will be included in a given project by contact persons.
- 7.2. Contact persons will be indicated by the Affiliate in the content of the Application Form.
- 7.3. The persons indicated for contact act as coordinators responsible for the proper implementation of the resulting obligations arising from cooperation.
- 7.4. Autenti and the Affiliate have the right to change coordinators. Such change shall be made by notifying the other Party electronically (e-mail) or in writing of the change of coordinators with at least names, surnames, e-mail addresses and telephone numbers of the new coordinators.

8. **TERMINATION**

- 8.1. The Agreement concluded between Autenti and the Affiliate shall be terminated on the date of termination of the Affiliate Program.
- 8.2. Autenti and Affiliate are entitled to terminate the Agreement, subject to a one-month notice period.
- 8.3. In the event of termination of the Agreement in connection with the termination of the Affiliate Program, as well as in the event of termination of the Agreement with notice for reasons beyond the Affiliate's control, the Affiliate does not lose its right to the remuneration to which it is entitled under the Regulations in connection with the Successful Referral.

- 8.4. Notwithstanding the above, Autenti shall have the right to terminate the Agreement, with immediate effect, in the event of gross violation of the Agreement by the Affiliate.
- 8.5. In particular, a gross violation of the Agreement or the Regulations is considered to be:
 - 8.5.1. actions detrimental to the good name and reputation of Autenti;
 - 8.5.2. conducting marketing activities not approved by Autenti;
 - 8.5.3. misleading Potential Customers about the type, quality, and price of services provided by Autenti;
 - 8.5.4. use of commercial, business, organisational or any other information provided to the Affiliate by Autenti for purposes other than the performance of the Agreement;
 - 8.5.5. any data protection violations.
- 8.6. In the event of immediate termination of the Agreement, the Affiliate shall lose all rights to which it is entitled in connection with participation in the Affiliate Program, including, in particular, the right to remuneration for a Successful Referral.

9. FINAL PROVISIONS

- 9.1. The Regulations apply to Autenti's direct cooperation with the Affiliate. The terms and conditions of cooperation with the Customer will be established in a separate agreement between Autenti and the Customer.
- 9.2. Autenti reserves the right to change the Regulations binding on the Affiliate during the term of the Agreement. Amendments to the Regulations may be made, in particular, in the event of:
 - 9.2.1. the need to adapt to changes in the law or obligations imposed by authorised institutions or state bodies;
 - 9.2.2. dictated by security concerns, fraud prevention;
 - 9.2.3. changes in the scope or manner of cooperation;
 - 9.2.4. necessary editorial changes.
- 9.3. In the event of a change to the Regulations, Autenti shall inform the Affiliate thereof by sending an e-mail to the e-mail address assigned to the Affiliate in accordance with § 7 of the Regulations.
- 9.4. Amendments to the Regulations shall enter into force on the date indicated by Autenti, but not shorter than 15 days from notification in the manner indicated above. The Affiliate, may, prior to the effective date of the changes, terminate the Agreement in accordance with § 8(2) of the Regulations. During the notice period, the existing terms and conditions of the Regulations shall apply.
- 9.5. The appendices listed below are an integral part of the Regulations.
- 9.6. The Regulations came into force on 18/09/2023.
- 9.7. The Regulations are available on the following website

<https://autenti.com/en/terms-and-conditions/partner-program>

Appendices:



1. Billing Report Template;

APPENDIX No. 1 – BILLING REPORT TEMPLATE



BILLING REPORT

[Affiliate Name]							
Billing period: [dd-mm-yyyy] to [dd-mm-yyyy]							
Customer Name	Date of conclusion of the Agreement between the Customer and Autenti [dd-mm-yy]	Accounting receipt number [invoice number, invoice item number]	Affiliate's status at the time of concluding the contract with the Customer	Affiliate status factor	The amount of remuneration due to Autenti resulting from a Successful Referral [EUR net]	The amount of remuneration paid to Autenti resulting from a Successful Referral [EUR net]	Affiliate's remuneration for a given Customer [EUR net]
TOTAL [EUR net]: Total Remuneration for Customers						

[Download an editable version of the Billing Report template](#)

