

## REGULATIONS OF THE AUTENTI'S PARTNER PROGRAMME

### §1. DEFINITIONS

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 Partner Programme.
2. **Autenti Reseller** – the status granted to a Partner as a result of at least one Successful Referral.
3. **Autenti Sales Expert** – the status granted to a Partner (I) as a result of at least three Successful Referrals AND (II) when the first Successful Referral and third Successful Referral occurred within no more than 12 months.
4. **Autenti Strategic Partner** – the status granted to a Partner (I) as a result of at least three Successful Referrals AND (II) when the first Successful Referral and third Successful Referral occurred within no more than 12 months AND (II) when the Partner or at least one individual, acting on behalf of the Partner, obtains a Certificate.
5. **Certificate** – a certificate confirming knowledge of Autenti products, issued to persons who successfully complete an online Autenti course.
6. **Application form** – a document filled in to apply for participation in the Partner Programme, supplemented with correct data, available at: <https://autenti.com/en/partner-programme> or <https://autenti.com/cs/partnersky-program>.
7. **Customer** – an entity with whom Autenti has entered into an agreement as a result of a Successful Referral.
8. **Partner** – a natural person conducting business, 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.
9. **Potential Customer** – an entity that expresses interest in *paperless* solutions and cooperation with Autenti as part of access to the Autenti Platform in the minimum of the PRO Plan or PREMIUM Plan variant.
10. **Partner Programme** – a programme the purpose of which is cooperation between Autenti and the Partner 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 *paperless* projects conducted in enterprises operating on the European market on the terms set out in the Regulations.
11. **Billing report** – a document specifying the basis and amount of remuneration due to the Partner. The template of the Billing Report is attached as Appendix 1 to the Regulations.
12. **Regulations** – this document specifying the conditions of participation in the Autenti's Partner Programme.
13. **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 Partners actions, and the

payment of remuneration by the Customer to Autenti in accordance with this Agreement. For the avoidance of doubt, it is indicated that a Successful Referral does not apply to services available on the Autenti Platform from third parties – including in particular qualified electronic signatures.

14. **Agreement** – a contract for participation in the Partner Programme concluded between the Partner and Autenti, on the terms set out in the Regulations, as a result of sending the Application Form to Autenti upon receipt by the Partner of confirmation from Autenti that the Partner joins the Autenti's Partner Programme.
15. **Applicant** – a natural person conducting a business, 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 Autenti's Partner Programme as a Partner by completing and sending Autenti the Application Form.

## §2. JOINING A PARTNER PROGRAMME

1. The Partner Programme is aimed at entities that simultaneously meet each of the following conditions:
  - a. are natural persons conducting business activity, 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 Partner Programme;
  - b. use the services provided by Autenti electronically for remuneration within the Autenti Platform, at least in the PRO Plan or PREMIUM Plan variant at the time of joining the Partner Programme;
  - c. they are not in any arrears in payment of amounts due to Autenti for any reason.
2. In order to declare their will to join the Partner Programme, the Applicant sends an Application Form to Autenti via the website available at <https://autenti.com/en/partner-programme> or <https://autenti.com/cs/partnersky-program>, having previously completed it with correct data.
3. In order to be admitted to the Partner Programme, it is necessary to read the Regulations and accept their contents. 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.
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 in the Partner Programme.
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 Partner Programme, it shall be assumed that the Applicant has been refused to join the Partner Programme. Failure to meet the deadline for informing the Applicant shall not lead to Autenti losing the right to join the Applicant in the Partner Programme at a later date.
6. Autenti has full discretion in deciding whether to join the Applicant to the Partner Programme and whether to refuse to join the Partner Programme.
7. When the Applicant receives information from Autenti in the form of an e-mail about admission to the Partner Programme, the Agreement between Autenti and the Applicant is concluded, and the Applicant becomes a Partner.

8. During the period of participation in the Partner Programme, a Partner may obtain one of three statuses: Autenti Reseller, Autenti Sales Expert, or Autenti Strategic Partner. A given status is granted to a Partner upon fulfilment of conditions required for this status.

### **§3. COOPERATION PROCEDURE**

1. As part of the Autenti's Partner Programme, the Partner will undertake activities aimed at acquiring new Customers by Autenti.
2. The Partner's activities will primarily consist of providing Autenti with the following information about the Potential Customer:
  - a. name and surname of the Potential Customer;
  - b. the type of service that the Potential Customer is interested in (at least in the PRO Plan or PREMIUM Plan variant);
  - c. a list of contact persons on the side of the Potential Customer;
  - d. the date on which the Potential Customer would like to gain access to the service they are interested in.
3. If requested by Autenti or a Potential Customer, the Partner will act as an intermediary in scheduling and organising a meeting or video conference to present Autenti's services to the Potential Customer.
4. Autenti may provide the Partner with promotional materials in electronic form, which the Partner may use to attract Customers.
5. The Partner 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 Partner, the Potential Customer is obliged to refer to the Partner.
6. When taking any action to acquire a Customer, the Partner shall, in particular, be obliged to:
  - a. acting in accordance with applicable law and good practices;
  - b. non-infringement of third-party rights, including copyrights;
  - c. taking care of the good name and reputation of Autenti;
  - d. exercising the utmost diligence in promoting Autenti's services;
  - e. familiarity with Autenti's current offerings;
  - f. activities in accordance with Autenti guidelines;
  - g. non-misleading about the type, quality and price of services provided by Autenti.
7. Promoting Autenti services on websites that contain content prohibited by law is not permitted.

8. Autenti shall be entitled to raise objections to the Partner regarding the Partner's method of acquiring Potential Customers. The Partner is obliged to take Autenti's comments into account and comply with the guidelines received.
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 Partner's participation, and the Partner will not be entitled to remuneration. The above period may be extended at the reasonable request of the Partner, transmitted via e-mail to the e-mail address of the contact person indicated in the Agreement.
10. The following entity is not considered a Potential Customer or Customer:
  - a. the one, who, within the last 18 months (counting backwards from the date of transfer of their data by the Partner 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;
  - b. to whom, during the last 18 months (counting backwards from the date of transfer of their data by the Partner to Autenti), Autenti has provided any services, OR;
  - c. affiliated with the Partner in accordance with the Law on Corporate Income Tax of February 15, 1992, OR;
  - d. who is an employee or associate of the Partner.
11. Autenti is not obliged to conclude a contract with the Potential Customer.
12. Autenti does not provide the Partner with access to the accounting documents.

#### **§4. PARTNER'S RIGHTS**

1. In connection with participation in the Autenti' Partner Programme, each Partner can obtain one of three statuses: Autenti Reseller, Autenti Sales Expert, or Autenti Strategic Partner. Each status comes with specific permissions.
2. In the case of Autenti Reseller status, the Partner can exercise the right to:
  - a 5% discount on services within the Autenti Platform in the PRO Plan or PREMIUM Plan variant, resulting from an agreement concluded between the Partner and Autenti for at least one year, or other similar services. For the avoidance of doubt, it is indicated that the discount does not apply to services available on the Autenti Platform

from third parties – including in particular qualified signatures.

3. If the Partner has the status of Autenti Sales Expert, the Partner may use one of the following rights, granted and specified by Autenti in connection with Successful Referrals:
  - a 10% discount on services within the Autenti Platform, as specified in Section 2 above;
  - publishing [by Autenti] information on cooperation between Autenti and the Partner on the website [www.autenti.com](http://www.autenti.com) by placing the Partner's logo;
  - carrying out a joint marketing action together with Autenti after Autenti and the Partner have agreed on the terms of such marketing activities.
4. If you are an Autenti Strategic Partner, you can exercise one or more of the following rights granted and defined by Autenti in connection with Effective Referrals:
  - a 15% discount on services within the Autenti Platform, as specified in Section 2 above;
  - publishing [by Autenti] information on cooperation between Autenti and the Partner on the website [www.autenti.com](http://www.autenti.com) by placing the Partner's logo;
  - carrying out a joint marketing action together with Autenti after Autenti and the Partner have agreed on the terms of such marketing activities;
  - participation in internal events organised for Autenti employees and associates.
5. Autenti will grant the Partner a certain right listed above when the Partner obtains a given status. Autenti may grant a Partner the right to use more than one entitlement under a given status.
6. The Sales Expert Partner and Autenti Strategic Partner are entitled to request Autenti to co-fund the Partner's marketing activities in promoting the services provided by Autenti. As a condition of Autenti's recognition of the Partner's request, Autenti must provide information on the Partner's planned activities and the expected costs of these activities. The Partner may be granted co-funding in the amount of:
  - a. in the case of Autenti Sales Expert – up to 3 of Autenti's turnover generated in the 12 months prior to the grant, based on contracts concluded with Customers as a result of a Successful Referral by the Partner;
  - b. in the case of Autenti Strategic Partner – up to 5% of Autenti's turnover generated in the 12 months prior to the grant, based on contracts concluded with Customers as a result of a Successful Referral by the Partner.



7. Within 6 months from the date of receipt of the co-funding, the Partner is obliged:
  - a. to provide Autenti with documents or materials confirming that the Partner has undertaken marketing activities for which co-funding was provided;
  - b. to provide a list of the costs of the marketing activities undertaken.
8. If the Partner fails to comply with the obligations referred to in Sec. 7, the Partner will be required to return the grant received in full.
9. The Parties will settle the awarded funding by issuing appropriate accounting documents.
10. Any Partner, regardless of status, can request Autenti's Partner Support from Autenti's sales team during discussions with Potential Customers.
11. During participation in the Partner Programme, Autenti is entitled to offer the Partner to exercise an additional entitlement at any time, regardless of the Partner's status.

## **§5. REMUNERATION**

1. As part of the Partner Programme, the Partner will be entitled to remuneration for each Successful Referral.
2. The amount of Partner's remuneration for a Successful Referral will be determined by Autenti based on the product of:
  - a. the net amount representing the invoiced remuneration resulting from the Successful Referral, payable by the Customer to Autenti, and;
  - b. the Partner 's status factor as of the date of the Successful Referral referred to below.
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. A Partner acknowledges that it is not entitled to request access to such information.
4. The Partner's status factor is determined by a percentage, and its amount depends on the status of the Partner. The factor for each Partner status is:
  - a. Autenti Reseller – 10%;
  - b. Autenti Sales Expert – 15%;
  - c. Autenti Strategic Partner – 20%.
5. The Partner is entitled to an additional, one-time remuneration for each Successful Referral intended for the Partner's employee(s) or associate(s) responsible for acquiring the Customer, in the amount of:

- 2% of the net amount included in the invoice remuneration resulting from the Successful Referral, payable by the Customer to Autenti – if the Partner has the status of Autenti Sales Expert;
  - 4% of the net amount included in the invoice remuneration resulting from the Successful Referral, payable by the Customer to Autenti – if the Partner has the status of Autenti Strategic Partner.
6. The Partner will be entitled to the following remuneration:
- a. Autenti Reseller – 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;
  - b. Autenti Sales Expert – for the period until the date of termination or expiration of the Agreement with the Customer concluded as a result of the Successful Referral;
  - c. Autenti Strategic Partner – for the period until the date of termination or expiration of the Agreement with the Customer concluded as a result of the Successful Referral.
7. 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.
8. The amount of the Partner's remuneration will be determined each time based on the Billing Report. The Billing Report will be provided to the Partner by Autenti in electronic form after each calendar quarter, for which the Partner 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.
9. The Partner 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 Partner submits legitimate comments on the Billing Report, Autenti will review it again and, if any irregularities are found, make corrections to its contents.
10. The Billing Report is the basis for the Partner 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.
11. Autenti agrees and authorises the Partner to issue invoices electronically and send them to the following address: [invoices@autenti.com](mailto:invoices@autenti.com).

## §6. PERSONAL DATA

- 1. Each Party will be the controller of the personal data of Potential Customers and Customers to the extent of fulfilling its processing purposes.
- 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.

3. The Applicant is obliged to fulfil the information obligation to the Potential Customer on behalf of Autenti. Autenti's information clause is attached as Appendix 2 to the Regulations.
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 Partner to the extent that it has processed them to date in accordance with the law.
5. If, in the course of cooperation between Autenti and the Partner, it becomes necessary for Autenti to process personal data for the benefit of the Partner or vice versa, then Autenti and the Partner shall conclude a separate agreement on entrusting the processing of personal data processing.
6. Autenti and Partner 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**

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.
2. Contact persons will be indicated by the Partner in the content of the Application Form.
3. The persons indicated for contact act as coordinators responsible for the proper implementation of the resulting obligations arising from cooperation.
4. Autenti and the Partner 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**

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



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 Partner.
5. In particular, a gross violation of the Agreement or the Regulations is considered to be:
  - a. actions detrimental to the good name and reputation of Autenti;
  - b. conducting marketing activities not approved by Autenti;
  - c. misleading Potential Customers about the type, quality, and price of services provided by Autenti;
  - d. use of commercial, business, organisational or any other information provided to the Partner by Autenti for purposes other than the performance of the Agreement;
  - e. any data protection violations.
6. In the event of immediate termination of the Agreement, the Partner shall lose all rights to which it is entitled in connection with participation in the Partner Programme, including, in particular, the right to remuneration for a Successful Referral.

## **§9. FINAL PROVISIONS**

1. The Regulations apply to Autenti's direct cooperation with the Partner. The terms and conditions of cooperation with the Customer will be established in a separate agreement between Autenti and the Customer.
2. Autenti reserves the right to change the Regulations binding on the Partner during the term of the Agreement. Amendments to the Regulations may be made, in particular, in the event of:
  - a. the need to adapt to changes in the law or obligations imposed by authorised institutions or state bodies;
  - b. dictated by security concerns, fraud prevention;
  - c. changes in the scope or manner of cooperation;
  - d. necessary editorial changes.
3. In the event of a change to the Regulations, Autenti shall inform the Partner thereof by sending an e-mail to the e-mail address assigned to the Partner in accordance with § 7 of the Regulations.
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 Partner, 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.
5. The appendices listed below are an integral part of the Regulations.
6. The Regulations came into force on 31/03/2023.
7. The Regulations are available on the following website

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

## Appendices:

1. Billing Report Template;
2. [Information Clause](#).

APPENDIX No. 1 – BILLING REPORT TEMPLATE

BILLING REPORT

[Partner 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]	Partner's status at the time of concluding the contract with the Customer	Partner status factor	The amount of remuneration due to Autenti resulting from a Successful Referral [PLN net]	The amount of remuneration paid to Autenti resulting from a Successful Referral [PLN net]	Partner's remuneration for a given Customer [PLN net]
TOTAL [PLN net]: Total Remuneration for Customers							.....

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

