



## PARTNERSHIP CONTRACT

### INTRODUCTION AND DEFINITIONS

With this agreement, the parties intend to establish a commercial relationship based on highly professional and technological skills, through which the two companies in question undertake to involve the other mutually, without any constraint, but based on your working needs and specific requests from customers or future or already acquired orders.

Affidaty develops, produces and offers blockchain information technologies and in consideration of the particularity of the technology, it needs its partners to be trained directly by Affidaty and by its own technicians or by trusted technicians. Affidaty considers it essential to directly ensure that the knowledge of Affidaty technologies by its partners is of the highest level and therefore organizes courses on its products and technologies in first person.

**Affidaty Spa:** with registered office in 50129 Florence at Via G. Milton 53, VAT number 06641600488, henceforth simply Affidaty, is a Technology Provider specialized in the development of products on "blockchain" technology, and which offers technological and IT solutions related to the aforementioned technology.

**Partner** is the legal person, the professional or the professional company it is Contractual party of this Partnership Agreement.

**Part:** (in plural parts) is the Partner who signs this Agreement.

**Contract:** this document regulates the Partnership between the Parties.

**T2:** TRINCI 2 by Affidaty Spa or the certified modular and fast data transfer system in a decentralized environment distributed on a Trusted register.

**Training or Course:** One or more paid training lessons provided by Affidaty directly or through its suppliers relating to the technology T2 of Affidaty Spa

**Follow up:** Support and / or consultancy activities regarding the contents expressed in the Course provided by qualified personnel. "Follow-up" does not mean assistance in the design of technological products or services but exclusively sessions aimed at clarifying aspects and topics covered in the relative Course.

### ARTICLE 1 PREMISES AND ATTACHMENTS

The premises and Attachments (also in the form of links) form an integral and substantial part of the Contract and the Parties declare that they have taken full knowledge of them and accept their contents without reservation.

### ARTICLE 2 PRINCIPLES GOVERNING THE CONTRACT

The Parties, in the execution of the provisions of the Contract, undertake, among other things:



- a) to work in good faith to safeguard the mutual benefit deriving from the Contract;
- b) to put in place the best collaboration to effectively implement the provisions of the Contract, making each knowledge, documentation, tools and data available to the other, always in compliance with the legal obligations in force;
- c) to be available to perform additional performance compared to those provided by the Contract, if the execution of the same is required by the Public Authority;
- d) to communicate with each other in a timely manner for the circumstances that the other party may be relevant or useful for the execution of the Contract.

### **ARTICLE 3 NATURE AND SCOPE OF APPLICATION OF THE CONTRACT**

3.1 The Parties mutually acknowledge that the relationship established through the Contract may in no way be considered, either by them or by third parties, as a joint venture or other form of association (including the association in participation), remaining the same Parties, one towards the other and all towards third parties, free from any constraint that is not expressly provided for in the Contract.

3.4 Any previous agreement, written and verbal, stipulated between the Parties with reference to the object of the Contract, must be considered superseded and replaced by this Contract, without prejudice to confidentiality agreements, mou, nda, or otherwise named and relating to the confidentiality of the technological, commercial and industrial information exchanged to date by the Parties.

### **ARTICLE 4 OBJECT OF THE CONTRACT**

4.1 By signing this Agreement, Affidaty declares itself able to offer, also with the help and through the collaboration of the partner, the services relating to the areas of intervention of Affidaty and also, reciprocally, with the signing of this Agreement, the partner declares to be able to offer, also with the help and through the collaboration of Affidaty, the services relating to the areas of intervention of the partner.

4.2 Each of the Parties will be directly and solely responsible for the activities directly carried out by the same Party directly and / or through its own appointees.

4.3. Affidaty will provide for a fee the Courses on the technology and the products proposed, marketed and developed by the same. These courses are essential for the partnership to be established. In the absence of purchase, attendance and successful completion of the Course, no partnership with Affidaty can be established and the partner cannot boast of this collaboration.

4.4 This document concerns the option called "PARTNER": "Advanced" package + 15 additional hours of "Follow Up" in physical presence or online with our technicians + certificate integrator certified software and hardware partner of Affidaty SpA displayed on our domains + 20% lifetime partner discount token on the purchase of all Affidaty SpA initiatives, including future courses, refresher courses, products, follow-ups and all available services.



## **ARTICLE 5**

### **ADEQUATE KNOWLEDGE OF AFFIDATY TECHNOLOGY**

5.1 Affidaty researches and develops products characterized by high IT value that require considerable knowledge of "blockchain" technologies and therefore intends to collaborate exclusively with Partners with adequate and specific technological knowledge. In this regard, Affidaty will select its partners exclusively on the basis of the IT and technological knowledge that the latter will demonstrate by verifying their skills in the field. Only following a preliminary assessment of the Partner's skills and knowledge, Affidaty will proceed with the completion of this Agreement.

5.2 Affidaty is also aware that "blockchain" technology is characterized by specificities that require adequate training and that this know-how is difficult to find in the usual academic or professional environment; for these reasons, Affidaty actively undertakes to ensure that the partners it collaborates with acquire adequate knowledge on the subject by organizing specific courses on "blockchain" technologies for the partner.

5.3 The general and specific topics subject to verification by Affidaty may concern:

Basic knowledge: T2 Core, SDK smart contracts, Digital identity, T2lib.

Specific knowledge for the project: Voting, Asset Management, Ticket restaurant, etc.

5.4 To obtain the qualification as developer of T2 and the license for use, the Partner must support and pass the first level of training, this level of training will be organized, provided and provided directly by Affidaty on its e-learning platform. The purpose of the course, calendar, code, duration in days and hours of lessons, program, venue (physical or virtual) of the course, any teaching material provided, costs, teaching staff, terms of access to the Course will be specified in the Terms and Conditions relating to the Affidaty Training Courses. Subsequent levels of training may also be provided by third party Affidaty suppliers.

5.5 These courses, for a fee, will be entirely organized by Affidaty or by certified and suitably qualified partners, with teaching staff they have found and materials supplied by them. The terms and conditions of the Courses will be specified in specific Forms or Terms and Conditions.

5.6 The training courses and / or the theoretical and practical verification on the technologies / products of Affidaty and, in general, on the blockchain are to be considered a necessary condition to be able to establish any Partnership with Affidaty.

5.7 The Courses will be in Italian and possibly in English.

5.8 By signing this contract, the partner purchases the paid Course on Affidaty's TRICI 2 for all purposes at the price of Euro 4,075.00 (Euro Quattromilasettantacinque / 00) plus VAT if due.

## **ARTICLE 6**

### **SERVICES AND PRODUCTS INCLUDED WITH THE COURSE**



## Terms & Conditions

The purchase of the course referred to in article 5 will also entitle you to 20 hours of "follow-up" relating to the topics covered in the same course. "Follow-up" does not mean assistance in the design of technological products or services but exclusively sessions aimed at clarifying aspects and topics addressed in the relative Course.

With the purchase of the Course, the Partner will also receive the "welcome kit" to join the "testnet" to develop and use blockchain technologies.

The welcome kit includes the hardware ("node") to operate in the blockchain.

### **ARTICLE 7 REQUEST THE SERVICE**

6FOR.1 Affidaty, in the event of collaboration for the development of products, may request third-party customers additional accounting / personal documentation to carry out the appropriate economic / financial checks (for example: VAT / Tax Code ; tax return; etc.).

6.2 Affidaty also reserves the right to accept or reject the request of third party customers based on its operational and commercial standards, communicating the outcome of the evaluation of the requests to them.

6.3 Affidaty will be free to accept or refuse the request without this giving rise to any compensation or damage in favor of the applicant or Partner, therefore remaining at the complete discretion of Affidaty the assessment of the provision of the Service. .

### **ARTICLE 8 GUARANTEES**

8.1 Each Party is required to carry out the activities at its own expense with the best professional diligence.

### **ARTICLE 9 FEES, EXPENSES AND COMMERCIAL PROMOTIONS**

9.1 Each Party will bear all expenses and costs of a legal, accounting or other nature, incurred by it directly or at its request, in relation to the negotiation, preparation and definition of the Contract.

9.2 Affidaty will launch promotions (hereinafter "Promo") limited in terms of time and / or quantity in favor of its Partners. These Promos will provide discounts or discounts on the prices of goods / services offered by Affidaty. For details on the times, methods and prices of the individual offers, please refer to the regulations of the individual Promo.

### **ARTICLE 10 EXCLUSION OF THE POWER OF REPRESENTATION**

Each Party will carry out the activities at its own expense provided for in the contract with the exclusion of the power of representation of the other Party.



## **ARTICLE 11 DURATION, WITHDRAWAL AND CANCELLATION**

11.1 This Agreement will have a duration of one year from the date of signing it tacitly renewable for the same period unless terminated as in point 11.2.

11.2 The Parties will also have the right to withdraw from this Agreement at any time, by written communication, to be sent to the other Party, by registered letter with return receipt, with a notice of at least 60 (sixty) days, sent to the addresses (PEC and / or Registered Office) of Affidaty Spa

11.3 The Parties will also have the right to prevent the automatic renewal of the contract by cancellation, by written communication, to be sent to the other Party, by registered letter with return receipt, with prior notice of at least 60 (sixty) days, sent to the official addresses (PEC and / or registered office) of Affidaty Spa

11.4 It is understood between the Parties that, at the end of this Agreement for any reason, the commitments will remain in force until all the initiatives in place or started will be successful and the Parties will not be required to pay any indemnity or compensation of any kind, for any reason, in favor of the other Party.

11.5 Any goods or supplies purchased by the Partner will not be subject to reimbursement by Affidaty Spa

## **ARTICLE 12 PROHIBITION OF TRANSFER OF THE CONTRACT**

Each Party, unless expressly consented in writing by the other Party, will not be able to assign the Contract or the rights and obligations deriving from it. , for any or all of the obligations deriving from the contract itself.

## **ARTICLE 13 AMENDMENTS AND ADDITIONS**

Any changes and additions to the Contract may be made by mutual agreement between the Parties only in writing.

## **ARTICLE 14 PARTIAL INVALIDITY**

The invalidity, nullity or impossibility of application of any clause of the Contract will not lead to the invalidity, nullity or ineffectiveness of the remaining parts of it, without prejudice to the commitment of the Parties to replace the clauses possibly invalid with agreements that are as equivalent as possible.

## **ITEM 15**



## PRICES - METHOD OF PAYMENT AND DURATION

15.1 The prices of the Courses and / or partnerships are expressed in Euros and do not include VAT. In case of availability of any coupon and / or discount code, it must be entered in the dedicated area of the Site when completing the purchase order.

15.2 Fee - In order to be able to access the Course chosen in the Order, the User must pay Affidaty the relative fee to the extent indicated in the information sheet of the course itself, which can be viewed on the Site. The fee referred to in this article, as well as specified in the Price List, is net of VAT and any other legal charges.

15.3 The consideration due by the User to Affidaty for the purchase of each course in the catalog chosen, must be paid, together with the Order, under penalty of cancellation of the same.

15.4 Methods of payment:

- Credit card (Visa, MasterCard, American Express circuits) or (Debit / Prepaid)

In this case, the User will authorize his / her Circuit to proceed with the payment at the request of Affidaty according to the procedure provided and governed by own Institute, under the terms and conditions of the contract agreed between it and the Consumer / Professional / Company.

- SEPA / SDD

- bank transfer to the coordinates

IBAN: IT59N0200802832000104300479

BIC / SWIFT: UNCRITM1R02

Header: Affidaty Società Per Nazioni

Bank: Unicredit SpA

15.5 In the case of the purchase of Courses for more than one participant by a User, the bank transfer must include the identification of the order (year, course / service name and order number) issued in the order confirmation email and the CRO identifying the bank transaction. Payment must be made within 5 working days from the date of acceptance of the order: after this deadline, or in case of omission of the CRO identification number of the transaction, the order is automatically canceled. In the case of purchase for multiple accesses, the User undertakes to communicate to each individual participant all the information necessary for the use of the Courses. The order must be considered unique and inseparable, so that the failure or partial use of one or more accesses will not entitle the Client / User of the Course to request cancellations, reimbursements, indemnities or compensation of any kind.

15.6 The procedure for activating the credentials to access the courses on the e-learning platform is sent automatically, by email / mobile phone, to the user who made the single purchase. In the case of



an Order for multiple purchases, together with the order, it is mandatory to send the list of names of the course participants to send them the links for activating the credentials.

15.7 The use of Online Courses is allowed within the year following the date of purchase, unless otherwise indicated in the information pages of the Course on the Site

15.8 Affidaty will allow the User to use the Courses purchased only after receiving confirmation of the successful payment .

15.9 In the event that the payment by credit or debit card is not successful, Affidaty will inform the User via e-mail who will proceed with SEPA / SDD.

## **ARTICLE 16 PROPERTY INTELLECTUAL**

16.1 For the entire period of operation of the Contract, each Party may use the intellectual and industrial property rights of the other Party solely for purposes related to the execution of the Contract, and upon prior written agreement between them. . In relation to the above use, which will in any case take place on a non-exclusive basis, no consideration will be due, as this use is satisfactory for the specific and proper interests of all the Parties in relation to the execution of the Contract.

16.2 At the expiration of the Contract or in the event of its termination, withdrawal or loss of effectiveness for any reason and for any reason, the use of the distinctive signs and any other element developed in execution of the Contract, as well as any intellectual property right and industry must immediately cease.

16.3 Only the signing of this contract together with the attendance and successful outcome of the verification at the end of the Course authorizes the partner to use the TRINCI 2 brand / logo to communicate the partnership with Affidaty.

## **ARTICLE 17 CONFIDENTIALITY OBLIGATIONS**

17.1 The Parties undertake to maintain the utmost confidentiality on all information, data, news and documents, including ideas, projects relating to the Parties, or to third parties (the "Confidential Data") referred to they have come or come into possession or knowledge in the course of negotiations or the conclusion of the Contract or in carrying out the activities envisaged and / or dependent on it and not to disclose the same to third parties in any way without the prior written consent of the other Party. Each of the Parties undertakes to ensure that their directors, employees and collaborators in any capacity are aware of the confidentiality obligations referred to in this article and comply with them.

17.2 Except for legal obligations or provisions of the administrative and / or judicial authorities, the Parties will not copy, retain, communicate, disseminate and in any case will not use Confidential Data, in any way or form, even indirectly, for purposes other than those provided for in the Contract.

17.3 The confidentiality obligations provided for in this article will survive even in the event of expiry, termination of or withdrawal from the Contract or loss of effectiveness of the same, for any



reason and for any reason, until the Confidential Data is eventually made public by of the legitimate owner of the same.

**ARTICLE 18  
APPLICABLE LAW AND JURISDICTION**

18.1 This Agreement is governed by Italian law.

18.2 For any dispute arising between the Parties regarding the validity, interpretation, execution or termination of this Agreement, the Court will have exclusive jurisdiction of Florence.

Date and place \_\_\_\_\_

For XXXXXXXXXX

Signature \_\_\_\_\_

For Affidaty Spa

Signature \_\_\_\_\_

**GENERAL CONDITIONS OF CONTRACT**

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Parties declare that they have read and examined the following clauses of the Agreement and specifically approve them:

Art 1 "INTRODUCTION AND ATTACHMENTS"; Art. 2 "PRINCIPLES GOVERNING THE CONTRACT"; Art. 3 "NATURE AND SCOPE OF APPLICATION OF THE CONTRACT", Art. 4 "OBJECT OF THE CONTRACT"; Art 8 "GUARANTEES"; Art. 9 "FEES, EXPENSES AND COMMERCIAL PROMOTIONS" Art. 10 "EXCLUSION OF THE POWER OF REPRESENTATION"; Art. 11 "DURATION, WITHDRAWAL AND CANCELLATION"; Art. 12 "PROHIBITION TO ASSIGN THE CONTRACT", Art. 13 "MODIFICATIONS AND ADDITIONS" Art. 14 "PARTIAL INVALIDITY", Art. 16 "INTELLECTUAL PROPERTY", Art. 17 "CONFIDENTIALITY OBLIGATIONS", Art. 18 "Applicable law and competent court ".

For Affidaty Spa

For XXXXXXXXXX

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