

AGENCY CONTRACT No XXXXX of DD/MM/YYYY

between

BIMOSOFT CORP., Level 2, Lot 19, Lazenda Commercial Centre, 87007 Labuan, Malaysia

or

BIMOSOFT Ltd., 18-19 College Green, Dublin 2, Ireland

(hereinafter: the Commission Agent)

And

(Client name), (Client address – all lines), (Client City), (Client Country), (Client VAT ID/OIB/tax number if applicable – depending on the country) (hereinafter: the Client)

1 Subject of the Contract

- 1.1 By virtue of this Contract, the Commission Agent, acting as an agent on its own behalf, but to the ultimate benefit of the Commission Agent's Partner (Partner first name Partner last name), (Partner address – all lines), (Partner City), (Partner Country), (Partner VAT ID/OIB/tax number if applicable – depending on the country) (hereinafter: the Partner) and the Client enter into this Contract for purposes of the Partner's assignment and completion of the task defined hereunder.
- 1.2 Task of the Partner (hereinafter: the Task) is defined previously and directly in contact between the Client and the Partner, and the Commission Agent does not, in any manner, define, redefine, negotiate or in any other manner influence the scope and the conditions of the Task execution and delivery.
- 1.3 All legal relations between the Partner and the Commission Agent are regulated in a separate agreement between the two sides and will be applied to all matters between the two sides, including matters that this Contract invokes as a personal liability of the Partner.

2 Task Definition

- 2.1 Hereby the Commission Agent contracts, for the ultimate benefit of the Partner, that the Partner will personally perform the following task assigned to him by the Client:
 - Introduction of the Client to the potential Buyer/Supplier/Business Partner/Acquirer/Investor/Other

And/Or

 - Negotiation with the potential Buyer/Supplier/Business Partner/Acquirer/Investor/Other

And/Or

 - Presentation of the Client's Product/Enterprise/Business Plan/Other to the potential Buyer/Supplier/Business Partner/Acquirer/Investor/Other

3 Subject of the Task

- 3.1 The Client is **XXXXX (description of the Client)** and intends to **YYYYYYY (description of product for sale/goods or services required to obtain/shares to sell/investment to raise/other)**, and requires services of the Partner defined in the previous section to be performed through the Commission Agent for that purposes.

4 Fee and Payment Conditions

- 4.1 Fee for the Task is equal to **XXXX% / XXXX €/£/\$/other currency of the/per product sold/goods or services acquired/overall share price achieved/overall investment raised/other** to/from the **Buyer/Supplier/Business Partner/Acquirer/Investor/Other** brought to the Client under this Contract.

Or

Fee for the Task is equal to **XXXX% / XXXX €/£/\$/other currency of the/per product sold/goods or services acquired/overall share price achieved/overall investment raised/other** to/from the **Buyer/Supplier/Business Partner/Acquirer/Investor/Other** brought to the Client under this Contract, but no less than **XXXX €/£/\$/other currency**.

Or

Fee for the Task will be fixed at **XXXX €/£/\$/other currency**

Or

Fee for the Task shall amount to **XXXX €/£/\$/other currency** per **week/month/quarter/year/other**.

- 4.2 Payments will be made by the Client to the Commission Agent as follows:
Overall amount in **XX days** upon final delivery, wherein final delivery will be **closing date of an agreement (whether verbal, electronic or written) between the Client and the Buyer/Supplier/Business Partner/Acquirer/Investor/Other / Other condition**.

Or

AA% / XXXX €/£/\$/other currency as advance payment, in **XX days** upon signing of this Contract

BB% / YYYY €/£/\$/other currency in **YY days** upon **(condition)**

**add further conditions and payment periods if necessary*

CC% / ZZZZ €/£/\$/other currency in **ZZ days** upon final delivery wherein final delivery will be **closing date of an agreement (whether verbal, electronic or written) between the Client and the Buyer/Supplier/Business Partner/Acquirer/Investor/Other / Other condition**.

Or

Weekly/Monthly/Other as per specification, in **XX days** upon the end of every consecutive **week/month/other**.

- 4.3 Payments will be made in accordance with the invoices delivered electronically to the Client's designated communication email address by the Commission Agent.
- 4.4 VAT (if applicable) is not included in the contracted price.
- 4.5 In the event of delay in payment not justified by one of the reasons explicitly stated in this Contract, the Client will pay interests on delay at the rate of ECB prime rate + 9% yearly, non-compound.

5 Expenses

- 5.1 The Fee includes all costs and expenses that the Commission Agent and/or the Partner may incur in the process of the performance of the Task.

Or

The Fee does not include costs and expenses that the Commission Agent and/or the Partner may incur in the process of the performance of the Task. Such costs and expenses, if they are considered reasonable and are in connection with the performance of the Task (such as accommodation and travel expenses, representation, etc.) shall be additionally reimbursed to the Commission Agent together with the fee payment, if properly invoiced and documented with valid receipts.

6 Protection of the Client's IP

- 6.1 The Partner will undertake to protect and preserve all proprietary rights of the Client. The Client will give the Partner precise instructions on what intellectual property rights are not to be disclosed in performance of the Task, as well as any other instructions regarding those rights.
- 6.2 The Client hereby confirms that, should there be any infringement of the intellectual property rights in the performance of the Task, the Commission Agent will not be held liable for such infringement in any conceivable manner, and that the Partner is solely liable for any and all such potential infringements.

7 Waivers

- 7.1 The Client hereby irrevocably confirms that the Partner will not be held responsible (except in case of gross negligence or malicious intent):
- 7.1.1 for the lack of goodwill of the **Buyer/Supplier/Business Partner/Acquirer/Investor/Other;**
 - 7.1.2 for unsuccessful outcome of the negotiation on the transaction;
 - 7.1.3 for the subsequent failure of the intended transaction;
 - 7.1.4 for any issues related to the execution of the transaction;
 - 7.1.5 for any costs or expenses incurred by the Client in relation to the execution of the transaction;

8 Liability

- 8.1 Client accepts that the Partner is personally liable for all damages Client may incur due to delay in performance or non-performance. Client hereby explicitly waives all rights to claim any and all damages (including but not limited to lost profits), penalties, costs and expenses from the Commission Agent due to breach of this Contract to the Client's damage, unless specifically provided otherwise in this Contract.
- 8.2 All liability for the obligations under this Contract are to be applied directly towards the Partner as the immediate Task performer under this Contract, and the Commission Agent ensures that the Partner is personally liable for all of the obligations arising out of this Contract, including but not limited to the agreed quality and amount of the Works product, defects repairs, delivery deadlines and general business conduct. The Client hereby explicitly waives all rights to invoke joint and several or subsidiary liability of the Commission Agent should there be a breach of Contract to the Client's damage.
- 8.3 Commission Agent is authorized to act on behalf of the Partner, in accordance with this Contract, to pursue any and all claims against the Client arising out of or in relation to this Contract.

9 Duration of the Contract

9.1 This Contract shall expire at the completion of the Task and/or final payment of the Fee to the Commission Agent, whichever moment comes later, but no later than **XX months** from the date of this Contract if the Task has not been performed as defined in this Contract (*hereinafter: the Date of Expiration*).

10 Termination of the Contract

10.1 One Party can unilaterally terminate this Contract, by virtue of explicit and detailed statement of termination delivered to the other Party, in case of severe breach of Contract by the other Party, and only after the Party in breach has been duly notified of breach and called upon fulfilment in 10 (ten) days term by the damaged Party and the breaching Party failed to remedy to the breach within such term (*hereinafter: The Unilateral Extraordinary Termination*). In the case of the Unilateral Extraordinary Termination:

10.1.1 Date of Termination shall be the end of the calendar month in which the Unilateral Extraordinary Termination statement has been delivered, but no less than 8 (eight) days upon the delivery of the Unilateral Extraordinary Termination statement;

10.1.2 All performed and undue amounts of Fee become due at the Date of Termination if the Unilateral Extraordinary Termination occurs due to the Client's fault;

10.1.3 All amounts of damages already incurred or yet to be incurred by the Party terminating the Contract shall be calculated and shall be considered due on the Date of Termination, and interests on delay in payment of damages shall be calculated at the rate of ECB prime rate + 9% yearly, fixed, using non-compound interests' calculation method;

10.1.4 Party in breach shall bear no right to any damages incurred due to Unilateral Extraordinary Termination.

10.2 Any Party that unlawfully terminated this Contract shall, on top of damages incurred by the injured Party, pay the injured Party a penalty in the amount of 75% of the contracted Fee, but no less than **XXXX €/€/\$/other currency**.

11 Non-Disclosure Clause

11.1 Contents of this Contract and execution of this Contract, which also include but are not limited to all Appendixes, annexes and the Parties' correspondence prior to and during the validity of this Contract, are considered strictly confidential and the Parties are not allowed to disclose them, in any conceivable manner, to any third person(s), excluding (i) their employees, (ii) their attorneys and auditors, (iii) governmental bodies authorized to supervise the business activities of the Parties and (iv) other persons granted disclosure of the confidential information defined in this paragraph by virtue of order of the competent judicial body.

11.2 Any third person authorized to acknowledge the contents of the confidential information set out by the previous paragraph undertakes all obligations on keeping the confidentiality as if it were the Party to the Contract itself. Each Party shall be jointly and severally liable with such third person.

11.3 The Party in breach, either directly or through the third authorized person, of the non-disclosure clause, shall be liable for all damages incurred by the other Party via unauthorized disclosure. The amount of damages due shall not be lower than overall sum of all fees payable by virtue of this Contract.

12 Communication

12.1 The Parties undertake to run all communication in a manner that can ensure the existence of evidence of such correspondence. For that purpose, the Parties' communications (including direct communication between the Client and the Partner) will primarily be run through:

12.1.1 Electronic mail (considered valid for any formal matter only if confirmation of delivery was received from the recipient);

12.1.2 Electronic systems for live textual, audio & video communication, if such system has available option of permanent keeping of records of time and content of the communication, wherein a resume of the discussion is required, in textual form, for any mutual agreement, deadlines etc. reached via this communication method;

12.2 Any communication designated as "written communication" will be considered as such if delivered through the electronic mail.

12.3 Communication is valid if delivered to:

On the Commission Agents' side: support@winglio.com

On the Partner's side: _____@_____.

On the Client's side: _____@_____.

- 12.4 Communication is considered valid if sent by one Party to all other recipients by one of the means defined in Art. 12.1 hereinabove and to the address set in Art. 12.2 hereinabove. Communication performed not in accordance with the set conditions does not create any legal consequences for the intended recipient. Exclusively, all communication directly related to the Works in course of regular execution of the Works shall be valid if conducted solely between the Partner and the Client.
- 12.5 In the event of any change of the Party's (or the Partner's) information from Art. 12.2, the person changing the information must notify all other recipients of such change without delay, by means of valid communication defined by Art. 12.1 of this Contract. If such notification has not been done, and the sender runs communication in accordance with the last known delivery information, such communication shall be deemed valid and shall result in all consequences provided by this Contract and the law. The Commission Agent shall not be responsible for the conduct of the Partner in this regard.

13 Salvatory Clause

- 13.1 Should any of the provisions of this Contract be deemed null and void, such nullity shall not affect the validity of the remaining provisions of the Contract, unless such nullity renders the goal and the purpose of this Contract non-existent. In any case, the Parties shall do everything in their power to render this Contract fully executable and to their mutual benefit.

14 Applicable Law, Dispute Resolution

- 14.1 This Contract, as well as any potential annexes thereof shall be governed by the law of **Malaysia OR Ireland**, excluding the provisions on conflict of laws, **excluding enforceable provisions of EU treaty** and excluding application of the UN Convention on International Sale of Goods.
- 14.2 In the event of any dispute arising out of or in relation to this Contract, the Parties will do everything in their power to find mutually satisfying amicable solution. If such amicable solution is not possible, the dispute shall be settled in front of the competent court in **Malaysia OR Ireland**.

15 Amendments to the Contract

- 15.1 All amendments to this Contract shall be valid only in the same form as this Contract, unless this Contract explicitly provides otherwise. The Parties explicitly exclude any possibility of amendments to this Contract via oral agreement or concluding actions, unless expressly provided otherwise in this Contract. Also, in case of a dispute in front of the competent court, should there be a disagreement between Parties on existence of amendment of this Contract non-compliant to this Article, it shall be deemed that such amendments are non-existent.

16 Copies of the Contract, Entry into Force

- 16.1 This Contract is drafted and executed in electronic document form (PDF) and is not required to be in the hard-copy form. Parties may, if necessary, print out copies for any use they deem necessary.

16.2 This Contract is signed electronically via the electronic signing platform. Parties unequivocally acknowledge that such manner of execution is considered as valid and legally binding, and shall not dispute the validity of such form.

16.3 This Contract represents the sole proof of will and intent of the Parties. Any previous oral, email or written agreements governing the subject of this Contract are deemed redundant by entry of this Contract into force.

For **BIMOSOFT CORP.** or
BIMOSOFT Ltd.

The Client (signed electronically)