

# Referral Partner Agreement

## QuickTrials Referral Agreement

<https://www.quicktrials.com/partners/>

This Partner Agreement, consisting of this Cover Page and the attached Business Terms (collectively, this “**Agreement**”), is made and entered into by and between RESONANZ Group and Partner (each, as defined below). The Agreement shall become binding once Partner clicks through the Agreement in the manner provided by RESONANZ Group (the “**Effective Date**”). RESONANZ Group and Partner are sometimes referred to as a “**Party**”, and together as the “**Parties**”.

As used in this Agreement, the following terms shall have the meanings set forth below:

### **RESONANZ Group:**

“**RESONANZ Group**” means RESONANZ Group GmbH, a Swiss company with corporate offices in Wolleraustrasse 41A, 8807 - Freienbach Switzerland

<https://www.secure.chat/>

Contact: [legal@resonanzgroup.com](mailto:legal@resonanzgroup.com)

### **Partner:**

“**Partner**” or “**You**” means the person or company (including Company Name and other information) detailed in the Form submitted to RESONANZ Group

### **Partner Information:**

“**Partner Information**” means the information provided by Partner in the Form.

**TERM:** “**Term**” shall mean the “**Initial Term**” and all “**Renewal Term(s)**” thereafter (each, as defined in Section 4 of the Business Terms).

## **BUSINESS TERMS**

### **Background**

RESONANZ Group is the owner and operator of QuickTrials, a modern software platform that enables users to capture and analyse agricultural field trial data effectively and easily (the “**QuickTrials Service**”). Partner wishes to promote, market and advertise QuickTrials to potential RESONANZ Group customers (“**Referrals**”) through its website(s) and other marketing channels, in accordance with RESONANZ Group’s Partner Program (“**Program**”) detailed in this Agreement.

### **Agreement**

**The Parties agree as follows:**

#### **1. LICENSE.**

1. Subject to this Agreement and its terms, RESONANZ Group hereby grants to Partner a free, non-exclusive, non-transferable and revocable license (“**License**”) to market QuickTrials to Referrals, and to use the QuickTrials trademarks, logos and URLs provided by RESONANZ Group and listed in Exhibit A (“**Licensed Marks**,” as may be amended by RESONANZ Group from time to time), and associated materials, language or code for the sole purpose of promoting the QuickTrials Service (collectively, “**Marketing Materials**”).
2. RESONANZ Group may revoke this license at any time by giving Partner a written notice (including via email). A complete list of QuickTrials logos is included in the Guidelines.

#### **2. PROGRAM COMMITMENTS.**

1. **The Program.** To participate in the Program, Partner must complete the online application for participation in the Program found on QuickTrials's website (“**Site**”) and enter this Agreement. RESONANZ Group may accept or reject any application at its sole discretion.
2. **Legal Agreements.** As part of its participation in the Program and in acting as RESONANZ Group’s Partner, Partner hereby agrees and consents to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules set by RESONANZ Group from time to time, in its reasonable discretion, in connection with Partner’s ongoing participation in the Program and promotion of the RESONANZ Group Service to Referrals. In all its activities under this Agreement, and specifically such activities relating to Partner’s promotion of RESONANZ Group Service, Partner shall cooperate with RESONANZ Group

and act in good faith. In entering this Agreement Partner further recognizes and accepts the terms and rules set in RESONANZ Group's Terms of Service ("**Terms**," found at <https://www.quicktrials.com/terms/>) and RESONANZ Group's Privacy Policy ("**Privacy Policy**," found at <https://www.quicktrials.com/privacy-policy/>), as applicable to RESONANZ Group's provision of QuickTrials to Referrals, and particularly regarding Partner's adherence to the Privacy Policy in all matters involving privacy of Referrals' information.

3. **Promotion, Referral Activities:** Partner agrees to engage in continued, active promotion of QuickTrials in various marketing channels using the Licensed Marks and Marketing Materials, and do so in compliance with the terms of this Agreement.
4. **Prohibited Activities,** Partner agrees not to associate Marketing Materials with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in RESONANZ Group's sole discretion. Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("**Spamming**") in promoting the QuickTrials Service, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
5. **Permissible Use of RESONANZ Group Marks.**
  1. Partner expressly agrees to comply with all the terms herein (particularly Section 5(c)) in using the Licensed Marks and in creating Marketing Materials.
  2. Through the Guidelines and otherwise, RESONANZ Group shall provide specifications and other instructions from time to time as to Partner's permissible use of the Licensed Marks in creating Marketing Materials and promoting QuickTrials. Partner further agrees to comply with all such specifications and instructions.
  3. Partner shall ensure that all Licensed Marks appearing on its Marketing Materials are in the form approved by RESONANZ Group in the Guidelines or otherwise, shall not modify any QuickTrials Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by RESONANZ Group, and shall further comply with reasonable instructions from RESONANZ Group as to the form, content and display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by

RESONANZ Group, the license granted herein shall expire and Partner shall immediately cease all its activities under this Agreement.

6. **Liabilities.** Partner shall be solely responsible for its operations in acting under this Agreement, including, without limitation, the legality of Partner's operations and materials, created and used in connection with this Agreement. Except for a claim alleging that a RESONANZ Group Mark violates a third party's trademark rights, RESONANZ Group is not responsible for the development, operation or content of Partner's Marketing Materials and Partner agrees to defend, indemnify and hold RESONANZ Group harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of Partner's Marketing Materials.
  7. **Customer Relations.** During and after the Term, RESONANZ Group shall be the exclusive owner of all relations created via Partner among RESONANZ Group and Referrals with respect to QuickTrials, including any and all information identifying Referrals who contract with RESONANZ Group for the use of the QuickTrials. The Terms, Privacy Policy, and RESONANZ Group's rules and procedures for the QuickTrials will apply to these Referrals and may be changed by RESONANZ Group without prior notice to Partner, and Partner agrees to convey to Referrals the nature of their relations with RESONANZ Group under the Terms.
3. **QUALIFIED REFERRALS, COMMISSIONS.**
1. **"Qualified Referrals"** mean Referrals (i) referred by Partner to RESONANZ Group; (ii) of whom RESONANZ Group has no record in connection with QuickTrials, or who are not, at the time referred to RESONANZ Group by Partner, in any contractual relations or ongoing negotiations with RESONANZ Group in connection with QuickTrials; (iii) who accept the Terms and acquire within one hundred (100) days of being referred to RESONANZ Group by Partner, at a Referral's own discretion and without receiving any monetary or other incentive from Partner, an end user license for QuickTrials; and (iv) who are not rejected by RESONANZ Group, and make at least one payment to use QuickTrials. All Referrals will be deemed rejected by RESONANZ Group if they do not become a Qualified Referral within one hundred (100) days of first being submitted to RESONANZ Group by Partner. On a case by case basis, the Parties may mutually agree in writing (email sufficing) to waive or extend the one hundred (100) day time limit for a particular Referral.
  2. **Referral Procedure.** Each Referral shall be referred to RESONANZ Group by Partner through an online form provided by RESONANZ Group to Partner, which

Partner shall fully complete and submit to RESONANZ Group (“**Referral Form**”). Upon receiving each Referral Form, RESONANZ Group shall send an email to the Referral’s email address indicated in the Referral Form, detailing the steps to be taken towards registration to use QuickTrials and becoming a Qualified Referral. RESONANZ Group shall be responsible for the sales process to all Referrals, subject to the Parties’ continued good-faith cooperation in promoting the sales process to Referral.

3. **Commissions.**

1. **Responsibilities.** RESONANZ Group shall collect all fees from Referrals for QuickTrials directly from Referrals (“**Subscription Fees**”).
2. **Referral Fees.** Upon a Referral becoming a Qualified Referral, RESONANZ Group shall pay Partner referral fees in arrears at the applicable percentage of the fees listed on Exhibit B (“**Referral Fee Percentage**”) (excluding any discounts) payable by the Qualified Referral pursuant to their initial order under the Terms for the first year of the associated subscription (“**Referral Fees**”). For initial orders that have subscription terms in excess of one (1) year, Referral Fees payable with respect to the first year shall be determined proportionately to the total Subscription Fees payable pursuant to the initial order. For clarity, Partner shall only receive Referral Fees on Qualified Referral’s initial order and Referral Fees will accrue and be payable for, at most, one year from the date of becoming a Qualified Referral. Such Referral Fees shall become payable and be paid to Partner within thirty (30) days of the end of the calendar quarter in which Subscription Fees attributed to such Qualified Referrals are paid to RESONANZ Group. If a Qualified Referral terminates Service prior to one year after becoming a Qualified Referral, Partner will only receive a pro-rata portion of the Referral Fees for the year in proportion to the Subscription Fees paid by Qualified Referral to RESONANZ Group. The Referral Fee Percentage for a Qualified Referral shall be calculated at time of payment based on projected annual revenue rate (“**ARR**”) of Qualified Referral Subscription Fees. ARR and the corresponding Referral Fee Percentage shall be calculated on a per Qualified Referral basis with the Referral Fee Percentage set in accordance with the ARR of the Qualified Referral. For each Qualified Referral, Referral Fees to Partner shall be capped at the amounts listed on Exhibit B for the applicable Referral Fee Percentages (“**Maximum Payment**”).
3. **Associated charges.** Partner shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and Partner shall indemnify, defend and hold RESONANZ Group

harmless from and against any claims arising out or relating to all charges emanating from RESONANZ Group's payment of Referral Fees.

#### 4. **TERM AND TERMINATION.**

1. **Initial Term.** This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter ("**Initial Term**"), unless RESONANZ Group rejects Partner's application to participate in the Program.
2. **Renewal Term.** Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, "Renewal Term"), unless a Party gives written notice of termination to the other Party at least thirty (30) days' prior to the end of the Initial Term or any Renewal Term.
3. **Early Termination.**
  1. **Without Cause.** RESONANZ Group shall have the right to terminate this Agreement at any time for any or no reason by giving ten (10) days prior written notice to Partner.
  2. **For Cause.** Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party who has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days opportunity for the breaching Party to cure such breach.
4. **Effect of Termination.** From and following the date of termination of this Agreement Partner's rights under this Agreement shall terminate, and Partner shall not be entitled to receive any Referral Fees or any other payments under this Agreement other than commissions or payments earned or accrued prior to termination of this Agreement.

#### 5. **GENERAL.**

1. **Modification of Agreement.** RESONANZ Group may modify this Agreement from time-to-time at its reasonable discretion by posting a change on the Site (at <https://www.quicktrials.com/partners/>) or notifying Partner via email. If Partner objects to any such change, Partner may terminate this Agreement for cause. Partner's continued participation in the Program following receipt of notice about changes to this Agreement shall constitute binding acceptance of this Agreement as amended.

2. **Assignment.** RESONANZ Group may assign this Agreement at any time. Partner may not assign or transfer this Agreement without RESONANZ Group's prior written consent, such consent not to be unreasonably withheld.
3. **Intellectual Property Rights.** All intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in RESONANZ Group Marks, QuickTrials and related content and technology around the world ("RESONANZ Group IP Rights") are and will remain the exclusive property of RESONANZ Group and its subsidiary companies. The License granted by RESONANZ Group to Partner under Section 1 of the Business Terms is granted solely under the terms of this Agreement and in furtherance of its objectives. Partner's right to use the Licensed Marks is at the discretion of RESONANZ Group and is subject to Partner's compliance with the terms of this Agreement, Guidelines, and with all applicable laws and regulations. Partner agrees to (a) not use any RESONANZ Group IP Rights in any manner reasonably likely to breach this Agreement; (b) not do anything contesting or impairing any RESONANZ Group IP Rights; (c) not create or obtain any intellectual property rights (such as but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any RESONANZ Group IP Rights; (d) promptly notify RESONANZ Group of any unauthorized use of any RESONANZ Group IP Rights of which Partner has actual knowledge; and (e) always use the Licensed Marks and any other RESONANZ Group Marks in compliance with the Guidelines. RESONANZ Group may perform periodic reviews of any Marketing Materials presented by Partner, and shall have the exclusive authority and discretion to order the removal and/or amendment of any Marketing Materials presented by Partner.
4. **No Waiver.** Either Party's failure to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this Agreement.
5. **Limited Warranty.** Both Parties warrant that at all times during the Term they will comply with all applicable laws, regulations, codes of practice, as well as this Agreement, the Terms, Privacy Policy and Guidelines. During the Term and after its termination for any reason whatsoever, Partner expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of RESONANZ Group and will not make, publish or allow to be made or published any disparaging remarks concerning RESONANZ Group, its representatives, or QuickTrials.
6. **Disclaimer of Warranty.** Other than RESONANZ Group's express warranty under the previous subsection (e), RESONANZ Group makes no other warranty,

express or implied, of any kind and RESONANZ Group expressly disclaims any and all warranties and conditions, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this Agreement.

7. **Limitation of Liability.** Neither RESONANZ Group nor any officer, employee, director or any other representative of RESONANZ Group shall be liable towards Partner or towards any third party, under or in connection with this Agreement or its termination, in contract, pre-contract, tort or otherwise for (i) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings) or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations. Notwithstanding any other circumstances or understandings surrounding any relations among the Parties, RESONANZ Group's entire liability to Partner under this Agreement shall not exceed CHF 100. for any and all claims for damages of any kind made by Partner under this Agreement, and by entering this Agreement Partner recognizes the limitations herein on RESONANZ Group's liability.
8. **Independent Contractors.** The Parties herein act on their own behalf as independent contractor. Nothing in this Agreement shall create any joint venture, agency, franchise, sales representative, employment or any other relationship between the Parties beyond the relations set out in this Agreement, and Partner is expressly precluded from acting on RESONANZ Group's behalf. Partner's display of Licensed Marks under this Agreement, other content presented by Partner, or contact among Partner and third parties shall not misrepresent the relations described herein.
9. **Indemnification.** Partner will indemnify, defend and hold RESONANZ Group and its subsidiaries, affiliates, officers and employees (the "**RESONANZ Group Indemnified Parties**") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the RESONANZ Group Indemnified Parties arising from any of the following: (i) a breach of the Agreement by Partner; (ii) the negligence, gross negligence or willful misconduct of Partner or its employees, agents or contractors; or (iii) a failure by Partner or its employees, agents, contractors or invitees to comply with the laws and regulations referenced hereinbefore.
10. **Confidential Information and Prohibition on Raiding.** Each of the Parties guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the Agreement shall remain confidential. Information shall **in any event be considered confidential** if related

to pricing, discounts, Referrals' information or if designated as confidential by either of the Parties. Neither Party shall for the duration of this Agreement and for one year after termination thereof hire, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.

11. **Force Majeure.** A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. “**Force majeure**” events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, as well as improper performance by RESONANZ Group’s suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.
12. **Entire Agreement; Severability.** This Agreement represents the entire agreement among the Parties regarding the subject matter thereof and the Parties’ respective obligations and commitments herein. No other documents, or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. **Anti-Bribery and Export Compliance.** Partner agrees not to promote, approach or submit Referrals, or use distribute, transfer, provide, sub-license, share with, or otherwise offer the Service in violation of any Laws or this Agreement..
14. **Non-Disparagement.** During the Term and for five (5) years thereafter, Partner agrees that it will not disparage RESONANZ Group or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect RESONANZ Group’s reputation. For purposes of this Agreement, “disparage” shall mean any negative statement, whether written or oral, about RESONANZ Group or any its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the RESONANZ Group refusing to enter into this Agreement.
15. **Parties’ Expenses.** The Parties shall each carry and pay all their respective costs, charges and expenses incurred by it in the performance of this Agreement, except as otherwise may be agreed-upon by the Parties in writing in advance

16. **Counterparts; Notices.** This Agreement may be agreed to in counterparts and such counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged. All notices relating to this Agreement shall be delivered via email (with return receipt) or next-day mail to the addresses detailed in the Cover Page.
17. **Governing Law; Jurisdiction; Dispute Resolution.** This Agreement shall be governed by the laws of the canton of Schwyz, Switzerland, without giving effect to any principles of conflicts of law. Jurisdiction shall lie exclusively in the Bezirksgericht Höfen Schwyz, Switzerland. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the canton of Schwyz, Switzerland, and the Parties agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non conveniens. Prior to initiating any legal action arising under or relating to this Agreement, a Party shall provide the other Party written notice of a dispute and the Parties shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.