

Partner program contract

1. Contracting parties

Provider

- NoStress Commerce s.r.o.
- Weilova 1450/2e
- 102 00 Praha
- Bussiness ID: 28977475
- VAT number: CZ28977475
- Registered by court of city Praha, rubric C, enclosure 157315.
- On behalf of Mgr. Tomáš Kučera and Ing. Jaromír Müller
- Webpage: <http://www.nostresscommerce.cz>
- E-mail: info@nostresscommerce.cz

Partner

2. Purpose of the Contract

Purpose of this Contract is to limit the boarders of cooperation between Partner and Provider, and to define the benefits from cooperation of both contracting parties.

3. The form of cooperation

3.1. The seller of a Provider's module for Magento

a) The Provider is the owner and developer of own modules for Magento. The list of modules, the Partner is allowed to offer to his clients, is available for the Partner in the special part of webpage of the Provider (thereafter in Application) where the access is provided to the Partner after signing this Contract. This list is the same for all the Partners and does not have to be necessarily the same as the list of modules for public on webpage of the Provider. The Partner then offers those modules to his clients according to following defined conditions, as well as he provides the installation and support for his clients.

b) Commission for the Partner coming from sell of one single module is calculated according to the overall prize of all the modules sold by him. The commission valid for given solar month is determined automatically based on the price of modules sold in previous month in following way:

- | | |
|------------------|-----|
| • 0 – 400 € | 25% |
| • 401 – 800 € | 30% |
| • 801 € and more | 35% |

c) The Partner has access to all the modules and their updates in Application. The modules can be offered to Partner's clients. Partner is also allowed to download the modules and their updates for his clients. In the same Application, there are then Licence keys for modules to be generated.

d) In Application, the client can follow the statistics of his sales, and reading from this Application will be then a base for calculation of services provided to Partner by Provider. Accounting is then done regularly in one-month intervals and the invoice is issued at the end of given month. Maturity is within five days from the issue.

e) Each module contains The End-user licensing agreement which is not separable from the module and it is downloadable on Provider's webpage.

f) Prices are provided on Provider's webpage and they are not including VAT. Prices are binding for all the Partners. Provider commits himself not to change the prices randomly; change of the module prices must be notified to Partners at least 30 days in advance to all the Partners. Partner must not provide the module to customers for a prize lower than those of module excluding the commission for Partner that means that the Partners can compete among each other in limits given by the amount of money covering their profits.

g) Partner is allowed to offer the modules according to his marketing plan. In his presentation of a module then can, but does not have to include the information about the Provider of a module. Partner must not provide the module via Magento Connect. The Provider is the only exclusive party offering a module via Magento Connect.

3.2. Development and implementation of design for Magento

Provider will mention in partner section of his webpage that Partner is able to carry out the works connected to design for Magento.

3.3. Hosting for Magento

Provider will mention in partner section of his webpage that Partner provides hosting services for Magento.

3.4. Consultation and support for Magento

Provider will mention in partner section of his webpage that Partner provides consultation and support by means of e-shop Magento.

3.5. Programming for Magento

Provider will mention in partner section of his webpage that Partner is able to make programme changes within Magento, modify its functionality or create the individual customization according the demands of his clients.

3.6. SEO for Magento

Provider will mention in partner section of his webpage that Partner provides SEO services and services connected to such an activity for Magento.

Partner declares that he is interested in following forms of cooperation (sign with a cross):

- The seller of a Provider's module for Magento
- Development and implementation of design for Magento
- Hosting for Magento

- Consultation and support for Magento
- Programming for Magento
- SEO for Magento

On Provider's webpage are then, for all Partners, available the sections where their services are presented to all the guests (potential customers for a Partner) on Provider's webpage. Provider postulates the right to choose the order in list of Partners and the right to change according his own deliberation.

Each Partner is obliged to deliver following information to the Provider within 2 weeks since signing the Contract:

- brief description of the activities (30-50 words)
- URL address where services connected to Magento are provided
- Logo

4. Beginning and Contract duration

This Contract has time-unlimited validity and it is valid since has been signed. Contract can be denounced by the Provider or Partner in such a way that this statement will be announced to the second party, notice period is one month. Commitments implied from this Contract that incurred before denouncing this Contract are to be liquidated by contracting parties.

The reason for denouncing the Contract is a fact that one party does not abide with its duties resulting from this Contract.

5. Not another commitments

This Contract does not establish any commitments for the Provider than those mentioned within this Contract.

6. Notification

All the notification must be delivered to address: NoStress Commerce s.r.o., Weilova 1450/2e, 102 00 Praha 10, Česká Republika.

7. Governing law

This Contract appertains and must be interpreted in conformity to the law of Czech Republic. End-user and Provider agreed that conflicting regulation of decisive law-system and agreements OSN about contracts in the case of international trade will not be used. You expressly agree that solution of any dispute or claims related to using the Software is respective District Court in Děčín and you expressly agree with administration of jurisdiction by that court.

8. Separability

In case that any of establishments in this Contract are invalid or inexecutable according to conditions declared in them, it will not influence the validity of the other establishments of

Contract which stay valid and performable according to conditions declared in them. Changes in this Contract are possible only in written form, and such a change must be signed by statutory representative on behalf of Provider.

9. Entire agreement

This Contract between Partner and Provider represents entire and the only Contract and it fully replaces any foregoing declaration, discussion, commitments, messages or commercial information concerning cooperation between Partner and Provider

In Prague,

Provider

Partner