

Staffbe Partnership Agreement

This document is created according to the EU legislation and is an official written public offer of BasisOrigin OÜ, hereinafter named as the 'Employer', addressed to the individual entrepreneurs and legal entities registered as such under the law, as well as individuals, to conclude an Agreement on taking part in the **Staffbe** partnership program (hereinafter 'Agreement').

The person who accepted this offer, hereinafter 'Partner', enters into a contractual relationship with the Employer according to the conditions set forth below. The Partner and the Employer are individually referred to as the 'Party', and together as the 'Parties' of this Agreement. The Agreement is considered concluded from the moment of acceptance in the manner prescribed by this Agreement. The fact of the 'Register' button pressing during registration on the page of the Employer website at staffbe.com/partnership//registration.html is recognized by the Parties as unconditional acceptance (acceptance) of the offer, made in accordance with the EU law, that is, the Partner consent to conclude an agreement with the Employer for terms of this offer.

Terms and Definitions

Partnership Program a program of mutually beneficial cooperation between **Staffbe** and Partners, which allows Partners to provide third parties (hereinafter 'Clients') their partners links, and get a compensation depends on the number of requests made by the Client and completed by the Employer for outstaffing (rent) of IT specialists.

Employer - Private limited company (OÜ) BasisOrigin OÜ , Address : Sepapaja 6, Tallinn 15551, Registry code : 16187503, VAT: EE102418781.

Website of the Employer – a website in the Internet at www.staffbe.com and used to interact between Partners and Clients.

Partner - a user who has been registered as a Partner, who has get access to the Partner's Personal Account and the opportunity to use Partner Tools, including an individual Partner Link.

Client - an individual or legal entity that intends to rent IT-specialists from the Employer using the Partner link from the Partner when leaving a Request for renting an IT specialist on the website www.staffbe.com.

Request for renting an IT specialist - submitting an application (sending a form) for **renting an IT specialist** from the database of **Staffbe specialists**, which was completed by the Client after clicking on the Partner link on the website www.staffbe.com during the affiliate session. At the same time, the Request for the lease of an IT specialist takes into account the number of leased and paid IT-specialists by the Client.

Partner Link – a link that is provided to the Partner in the Personal Account after registration and entering the Personal Account. When the Client submits a request to hire an IT-specialist on the website www.staffbe.com through this link, the Employer gets information about this application.

Partner session - a period of 180 days during which special data - cookies are stored in the visitor's browser (if nothing prevents this). Cookies are keeping in the Client browser when the Partner Link is loaded and are used for identification (determining the Client-Partner connection) in the Client's system.

Partner's Personal Account (Personal Account) - the Partner personal section on the Employer Website, available to the Partner after logging in with a login and password, which is automatically created by the Employer's Website system when the Partner registers under the terms of the Agreement and contains the Partner parameters, settings and data, as well as information about the results his participation in the Partnership Program.

Terms of the Partnership Program - terms and conditions published on the page of the Employer website: www.staffbe.com/partnership/

Compensation to the Partner - one-time and / or monthly payments, according to the Terms of the Partner Program posted on the Employer website: www.staffbe.com/partnership/

1. The Subject of the Agreement

1.1. The Partner, within this Agreement, has the right to provide the Employer the Services consisting in attracting third parties as Clients using the Partner Link, and the Employer undertakes to accept and pay for the Partner Services provided according to the terms of this Agreement.

1.2. The Partner services are considered rendered to the Employer only if the Employer makes a Request for the IT-specialist lease using the Partner Link, including the paid lease of an IT-specialist at the request submitted by the Employer.

2. Data Protection Regulations

2.1. The company is engaged in the protection of personal data and the promotion of compliance with the rules established, in particular, by the European Union.

2.2. This Agreement must be added with the [Privacy Policy](#)

2.3. For any data protection issues, please contact by email – admin@staffbe.com

2.4. By registering in the Partnership Program and gaining access to the Personal Account, the Partner agrees directly to the collection, use, storage, processing and disclosure of his information, including his / her personal data, as well as to the data subject of the Partner employees when using the Partnership Program accordingly to the Privacy Policy Employer and documents related to the General Data Protection Regulation (GDPR).

2.5. Partner agrees and guarantees that he or she keeps all applicable data protection laws (including the General Data Protection Regulation (GDPR) (EU) 2016 / 679) when collecting and processing personal data of Employers obtained for the purpose of accessing Partnership Program (including but not limited to: obtaining consent to the processing of data, if applicable, and obtaining consent to the transfer of data). The Partner is responsible for the lawful acquisition and processing of personal data transferred to the Employer within the framework of the Partnership Program.

2.6. For the purpose of appointing sub-processors, the Partner acknowledges and agrees that the Employer can engage third-party sub-processors in connection with the Service providing according to the Privacy Policy and documents related to the GDPR.

3. Partner Statements

3.1. The Partner to take part in the Partnership Program:

3.1.1. Must be at least 18 years of age.

3.1.2. For individuals, the Partner must have an active bank card Visa or MasterCard in EUR with the opportunity of getting payments from a legal entity in Estonia. For legal entities, the Partner must have a registered company in the EU or in another country, and be able to issue invoices with VAT.

3.2. By registering in the Partnership Program through the Website, you agree to be bound by these terms of the offer agreement, the Partnership Program Terms and confirm that you are at least 18 years old, you are legally fit and can accept these terms of the Agreement.

3.3. If you are taking part in the Partnership Program on behalf of any legal entity or corporation, you also confirm and guarantee that you are legally authorized to accept and enter into these terms of the Agreement on behalf of such legal entity.

3.4. The Employer keeps the right, at its own discretion, at any time to refuse anyone to participate in the Partnership Program and change any of the Terms of the Partnership Program (having previously notified all Partners by e-mail). You agree that your taking part in the Partnership Program after the effective date of the updated Partnership Program Terms establishes an Agreement based on the amended Partnership Program Terms and will apply to your participation in the Partnership Program from that date.

3.5. Providing false information on the registration form will result in immediate termination of the membership in the Partnership Program and stop of any unpaid Partnership Compensation from this time.

4. Rights and Duties of the Parties

4.1.1. The Partner, by providing the Partner Link to potential Employers, agrees to keep all the applicable laws (including data protection laws), as well as those governing email marketing and anti-spam laws.

4.1.2. The Employer activates the Partner in his Partnership Program after completing the registration form, which means:

- generating and transferring a Partner link to the Partner;
- creating a Personal Account for the Partner on the Employer Website and sending personal account data to the Partner. The Partner undertakes to check systematically the presence of notifications/messages of the Employer in his Personal Account and via e-mail and bears the risk of consequences of non-receipt of notices/messages duly placed by the Employer in the Partner Personal Account.

4.1.3. From the moment a unique Partner Link is assigned, the Agreement is considered active.

4.2. Taking part in the Partner Program:

4.2.1. The Partner can recommend the Employer services to potential clients by posting Partner Links on their own and other Internet resources, as well as in other ways that do not contradict EU law.

4.2.2. In order to increase the effectiveness of the Partner taking part in the Partner Program and for the period of such participation, the Employer grants the Partner the right to place (make public) on the Partner Internet resource and in other places certain text and graphic materials from the pages of the Employer Website (hereinafter 'Materials'), including the symbols of the Employer. Such use and placement is carried out by the Partner only within the framework of the Partnership Program, with a mandatory indication of the source of borrowing. The Employer keeps all rights to all Materials provided to the Partner under the Partner Program.

The Partner can't use contextual advertising on the Employer trademark. The Employer can refuse from the right to use and post the Materials at any time by writing notification of the Partner at least 10 (ten) calendar days before the termination of the right to use the Materials.

Partner can't register any domain names that are identical or similar to Employer domains (including but not limited to domains, names, Services, and the Partner Program) or any other trademarks owned by Employer, and Partner must follow reasonable guidelines for the use of such trademark signs.

4.2.3. Partner can post as many affiliate links to the Partnership Program Services as Partner deems necessary, and can register with any search, referral, or advertising services and other ones (such as the Google Program). AdWords), taking into account that the Partner guarantees that each website containing the Partner Link complies all the terms of this agreement.

4.2.4. The Employer ensures the possibility of making requests for the IT-specialists lease by Clients attracted by the Partner through Partner Links. At the same time, the direct implementation of requests for the IT-specialists lease is carried out by the Client in cooperation with the Employer. The Employer independently and at his own expense provides

operations and paperwork for completed requests for the IT-specialists rent, including those related to settlements within the framework of requests for the IT-specialists rent.

4.2.5. The Employer, on the basis of the Partner Link, keeps a record of rented IT specialists on the basis of the Partner Link, at the request of the Clients attracted by the Partner by clicking on the Partner Link, as well as accounting of partner commissions and one-time payments received by the Employer from the Requests for rent of IT specialists paid by the Clients. This account is also maintained in the Partner Personal Account, to which the Partner has access for the entire period of participation in the Partner Program (except for periods of suspension of participation in the program according to the Agreement). The Partner undertakes not to transfer data for entering the Personal Account to third parties. The Parties undertake, within their knowledge and authority, to maintain the security of the system and prevent unauthorized access to the system (including the Personal Account).

4.2.6. When making a Request for the IT-specialists lease, the collection and processing of personal data of Clients is carried out only by the Employer, having received the proper agreement of the Clients. The Partner is not entitled to request personal data of the Clients from the Employer. The Employer, for its part, is obliged to use the data of the Request for the IT-specialists rent, solely for the purpose of leasing IT-specialists on the basis of the Request, in particular, the Employer is not entitled to provide access to third parties to data on Requests, as well as use the data of Clients and their Requests, for any promotional activities, including newsletters or phone calls. A similar restriction applies to the Partner in relation to accounting data for rented IT-specialists and income from them received from the Employer, including through the Partner Personal Account on the Employer website.

4.3. Suspension of the Partner taking part in the Partnership Program and exclusion of the Partner from it (termination of the Agreement):

4.3.1. The Employer has the right to suspend the Agreement or cancel the Agreement unilaterally (remove the Partner from the Partnership Program) if the Partner actions do not meet the requirements of this agreement, violate the law, particularly the rights to the results of intellectual activity,

contain information that promotes violence, racial, sexual, religious and other forms of inequality, activities expressly prohibited by EU law, as well as information of a pornographic or nationalist nature.

4.3.2. The Partner's participation in the Partner Program can be suspended by the Employer in one of the following cases:

- if, in the course of changes on the Partner Website, he stopped to comply with the conditions of the Partnership Program, or there is no access to the Partner Internet resource for 30 (thirty) days, or the contacts offered by the Partner for communication do not work;
- if the Partner has violated the terms of participation in the Partnership Program, specified in section 4.2. Agreement.

The Employer sends a notice of suspension of the Partner taking part in the Partnership Program to the Partner email address specified in the Personal Account, and at the same time blocks the Partner access to the closed sections of the Partnership Program and stops keeping records in the Partner Personal Account.

4.3.3. The Partner can be recovered in the Partnership Program membership if he brings his activities within the period specified in the Employer notification according to the terms of taking part, notifying the Employer about it.

4.3.4. The Employer has the right to remove the Partner from the Agreement unilaterally if he does not bring his activities according to the terms of the Partnership Program within the period specified in the Employer notice of suspension.

The Employer sends a unilateral notice of removing from the contract to the Partner email address specified in the Personal Account, and at the same time blocks the Partner access to the restricted sections of the Partnership Program and stops keeping records in the Partner Personal Account.

4.3.5. The Partner, on his own initiative, can terminate his membership in the Partnership Program without reasons providing, by notifying the Employer via email (admin@staffbe.com) at least 30 (thirty) calendar days before the date of termination of the Agreement.

4.3.6. In the case of membership termination in the Partnership Program and / or termination of the Agreement for any reason, including agreement of the Parties, the Partner has to, at the request of the Employer, within 5 (five) days from the date of the specified request getting to remove all Materials from the Internet resources received from the Employer and remove the mention about the Partnership Program.

4.3.7. In the case of membership termination in the Partnership Program and/or termination of the Agreement for any reason, including agreement of the Parties, if the Client contacted the Employer from the Partner Internet resource or through the Partner link and purchased goods, the Partner Compensation is not fixed and is not charged.

4.3.8. Upon membership termination in the Partnership Program / termination of the Agreement, reconciliation of mutual settlements is carried out by the Employer unilaterally, and the Employer pays the due Compensation to the Partner in the manner specified in the Personal Account. Upon completion of the specified actions, further claims of the Partner to the Employer regarding the fulfillment of the conditions of the Partnership Program or the Agreement are not accepted. The results of reconciliation on the payment of the Compensation to the Partner are considered final.

5. Compensation of the Partner, Calculations according to the Agreement

5.1. The Partner compensation for the reporting period is calculated according to the Terms of the Partnership Program published on the Employer website www.staffbe.com/partnership/ on the Requests for IT-specialists paid by the Client, attracted by the Partner and taken into account on the basis of the Partner Link. IT-Specialist lease requests (and

subsequent Partner Compensation associated with the referred Client) are tracked using cookies. If for some reason, one way or another, the Client was not associated with the Partner, the Partner undertakes to inform about this additionally by email admin@staffbe.com and providing information confirming the bringing of this Client.

5.2. The reporting period is a calendar month. The amount of the Partner Compensation for the current calendar month is determined on the base of the results of the previous calendar month. The basis for determining the amount of the Partner Compensation for the reporting month is the number of new employed and continuing IT-specialists attracted by the Partner and accounted for on the basis of the Partner Link in the previous month.

5.3. If the Client reasonably refused from the services of IT-specialist lease and the payment was returned back to him, then the compensation to the Partner in this case is not paid (cancelled in the form of a reduction in the Compensation to the partner for the corresponding reporting period).

5.4. The partner has the right to get the compensation accrued to him in one of the following ways at his choice:

- payout to Visa or MasterCard;
- bank transfer wire.

5.5. The payment to the Partner of the accrued compensation is made in EUR by non-cash transfer of funds to the card or by transfer to the Partner within 3 (three) banking days based on the Partner request for payment of the Compensation to the partner sent to the Employer through the application form in the Personal Account (by e-mail at sales@staffbe.com).

5.6. The accrued Partner's Compensation includes all necessary taxes and fees stipulated by the current EU legislation.

5.7. To pay compensation, the Employer can request from the Partner, and the Partner undertakes to provide in electronic form, additional documents

or data (for example, company registration number or passport data of an individual).

5.8. In the event that the documents specified in clause 5.7. of this Agreement will not be provided by the Partner to the Employer, the latter has the right, at its option, not to pay the Compensation until the required documents are provided.

5.9. The obligation to pay the Compensation to the Partner is considered completed on the day the funds are debited from the Employer current account.

5.10. The Partner expenses incurred by him in connection with the completion of this Agreement will not be reimbursed by the Employer.

6. Ensuring Privacy

6.1. The Parties hereby agree that the terms of this Agreement and any information that the Parties exchanged in the process of concluding, executing and terminating the Agreement are confidential information. During the term of this Agreement and within 3 (three) years after its termination, the Parties undertake not to disclose any confidential information without the prior mandatory written consent of the other Party. When any confidential information is disclosed to the third party with such consent, the receiving party disclosing such confidential information to the third party must ensure that the third party has undertaken to maintain the confidentiality of such information on terms similar to those set forth in this section of the Agreement.

6.2. Client data transferred under this Agreement is confidential and cannot be used except for the purposes of this Agreement, as well as for the purpose of registration and payment for IT-specialist lease services. The confidentiality of Client data is maintained during the entire term of this Agreement, as well as after its completion without limitation.

6.3. The receiving party that has got any confidential information, including orally, provided that a written communication regarding the confidentiality of such information was received from the disclosing party, must not disclose it, and undertakes to process such information with the degree of care and discretion that applies regarding her information of the same level of importance.

6.4. Information got by the receiving Party will not be treated as confidential and, accordingly, the receiving Party will have no duty to maintain confidentiality with respect to such information if it satisfies one of the following characteristics:

- the information at the time of its disclosure is publicly known;
- the information is represented to the receiving party with a written indication that it is not confidential;
- the information is legally obtained from any third party;
- the information cannot be kept confidential under EU law.

6.5. The receiving Party has the right to disclose confidential information without the consent of the disclosing Party:

- professional advisers (lawyers, auditors), provided that such persons have undertaken to maintain the confidentiality of this information on terms similar to those set forth in this section of the Agreement, or are obliged to keep such information secret in accordance with EU law;
- according to the law, other regulatory legal act, judicial act, provided that the party that received information from the other party, in advance in writing and confirming the need for such disclosure, notifies the other party about it.

6.6. In the event of a violation of the terms of confidentiality by one of the parties, such party must compensate the other party for real damages on the basis of the decision of the European Court of justice.

7. Disputes Resolution

7.1. The Agreement had to be completed and clarified according to the EU law.

7.2. Everything that is not provided by this Agreement is ruled by the current EU legislation.

7.3. All disputes arising in connection with this Agreement will first of all be resolved amicably.

7.4. You agree that all disputes that you have with the Employer in connection with the Agreement, which cannot be resolved amicably, must be submitted for resolution by the court at the Employer location.

7.5. In the case of a discrepancy between the different language versions of the Terms, the English language prevails.

8. Other Terms

8.1. No party has the right to assign its rights and duties under this Agreement without the written consent of the other party.

8.2. Unless otherwise provided by this Agreement, any notifications/messages sent by the Parties under this Agreement must be in writing form and sent via registered or valued mail with acknowledgment of receipt, by e-mail or by courier: to the Employer - at the addresses indicated on the website www.staffbe.com, to the Partner - at the addresses (phone numbers) given in the Personal Account, also notices/messages from the Employer to the Partner can be placed in the Partner Personal Account. Under this Agreement, the exchange of information between the Parties, its storage and use, is carried out in a way that ensures its confidentiality, in accordance with the Section 6 of this Agreement.

8.2.1 Confirmation of delivery to the addressee in the case of delivery of a notification/message by registered mail or courier will be a copy of the original document indicating the proper name and address of the addressee, as well as the signature of the person who accepted the notification/messages on the notification/message itself and/or on the mail notification, notification of the courier service. Correspondence sent by mail or courier is also considered delivered and the party duly notified if:

(1) the party has refused to receive correspondence and this refusal is recorded;

(2) despite the postal notice, the addressing Party did not appear to receive the correspondence sent in the prescribed manner, of which the communication authority informed the sending Party of the correspondence;

(3) if the correspondence sent by one Party to the other Party at the address specified by the Party is not delivered due to the absence of the addressee at the specified address, about which the communication authority informed the Party that sent the correspondence.

The date of such notification/message is the date of its delivery indicated in the message/notification of receipt or delivery, or the date indicated in the document refusing to get correspondence, or the date of receipt of the corresponding message from the communications authority.

8.2.2 Correspondence sent by e-mail will be confirmed as the received one by the recipient Party if one of the following conditions is met:

(1) for the sending party, it is shown in the folder 'sent correspondence';

(2) correspondence sent with delivery and/or read receipts.

The date of receipt of correspondence is the date of dispatch of the correspondence or the date indicated in the notice of delivery and/or reading of the correspondence.

8.2.3 Notifications/messages from the Employer to the Partner posted in the Partner Personal Account are considered to be received last on the day

following the day they were posted by the Employer in the Partner Personal Account.

8.3. In the case of a change in the details of the Partner (including address information, legal form, bank details), he undertakes to send notification to the Employer immediately about it. The changes take effect from the moment the counterparty receives a notification about the change in details. The risks of consequences of non-fulfillment by the Party of the terms of the Agreement to notify the other Party of the change in details shall be borne by the Party that has not completed the duty to notify the other Party.

8.4. Certification of the will of the Partner through the implementation of the actions specified in p.p. 4.1.1, 4.1.2, 4.1.3. of the Agreement, as well as the use of a unique login and password to access the Partner Personal Account on the Employer website, through which certain legally significant actions can be performed as part of the execution of the Agreement, the exchange of correspondence at the email addresses specified: for the Employer - in this Agreement, for the Partner – in the Personal Account, the placement of messages and documents by the Employer in the Partner Personal Account and on the Employer website is recognized by the Parties as an analogue of the handwritten signature of a person authorized to conclude and execute the contract on behalf of the Party.

8.5. All elements of the Employer website are protected by copyright, intellectual property laws or other related laws.

9. Reimbursement

You hereby agree to refund and protect the Employer and its subsidiaries, employees, affiliates, officers, agents, partners and licensors from and against any third party claims, liability, damages and expenses, including compensation for damages, settlement amounts and reasonable legal fees, against the Employer or any of the aforementioned persons, the right, violation by you of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-public bodies, including, without

limitation, all regulatory, administrative and legislative bodies; or any distortion made by you.