

PARTNER AGREEMENT

This Partner Agreement (the "Agreement") is entered into as of the date last signed below ("Effective Date") by and between Paws Goodbye a Florida limited liability company with offices at 950 Broken Sound, Boca Raton, FL 33487 ("Service Provider"), and _____, a _____ with offices at _____ ("Partner"). Service Provider and Partner may be referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Parties would mutually benefit if Partner is appointed as Service Provider's authorized Partner to sell Service Provider's Pet Care Financial products (the "Services").

WHEREAS, the Parties desire to establish the terms and conditions under which Partner may solicit Customers (as defined below) for Service Provider on a mutually non-exclusive basis.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. APPOINTMENT; TERM

1.1 **Appointment of Partner.** Service Provider hereby appoints Partner as its independent sales representative to solicit prospective purchasers of the services sold by Service Provider. This appointment is on a non-exclusive basis for each of the Parties.

1.2 **Term.** The initial term ("Initial Term") of this Agreement shall be five (5) years commencing on the Effective Date. This Agreement shall automatically renew for consecutive additional periods of one (1) year (each, a "Renewal Term") unless terminated by either Party in writing at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term. The Initial Term and any Renewal Term(s) shall hereafter be referred to collectively as the "Term".

2. RIGHTS AND DUTIES OF PARTNER

2.1 **Right to Receive Commissions.**

Service Provider will pay Partner Commissions (as hereafter defined) on the sale of Services to every customer (individually, a "Customer"; collectively, "Customers") who is signed by Partner on behalf of Service Provider, pursuant to the terms and conditions set forth herein.

2.2 **Compliance with Law.** Service Provider and Partner represent and warrant that: (i) they are in good standing with all applicable local and state governments; (ii) they are and will remain in compliance with all applicable international, federal, state, and local laws and regulations applicable to their performance under this Agreement; and (iii) they shall maintain in full force and effect all licenses and permits required for their performance under this Agreement.

2.3 **Standards of Conduct.** In performing their respective duties under this Agreement, Service Provider and Partner shall adhere to commercially reasonable standards of honesty, integrity and fair dealing. Partner shall use good faith efforts to market and sell Service Provider Services and will comply with all applicable legal requirements in connection with the same. Partner shall not, by act or omission, engage in any conduct that subjects Service Provider to any criminal, civil, or administrative complaint, penalty, or other adverse outcome regarding customer slamming, cramming, or any other unfair, illegal, or unethical business practice.

2.4 **Sub-Partners.** Partner may, at Partner's own expense, employ and retain such independent sales partners ("Sub-Partners") and direct sales representatives as Partner deems necessary to perform the services required of Partner under this Agreement. Service Provider will not control, direct, or supervise Partner's Sub-Partners or sales representatives in the performance of those services, but all such Sub-Partners and sales representatives shall at all times be subject to the terms and conditions of this Agreement. With respect to Partner's obligations under this Agreement, Partner is fully responsible for the acts and omissions of its Sub-Partners concerning or affecting the same.

2.5 **Reimbursement.** Partner shall not be entitled to reimbursement from Service Provider for the wages or fees Partner pays to Partner's Sub-Partners or sales representatives. Partner shall also not be entitled to reimbursement from Service Provider for any expenses incurred by Partner unless the Parties otherwise agree in advance in writing.

2.6 **Right to Conduct an Audit.** Partner shall have the right, at Partner's expense, to inspect Service Provider's books and records (limited exclusively to invoices to and payments from Customers procured by Partner hereunder) upon providing reasonable prior written notice to Service Provider. Such inspections will not take place more than once in any twelve (12) month period. If a discrepancy is discovered, Service Provider shall immediately adjust the amount of Compensation owed to Partner.

3. RIGHTS AND DUTIES OF SERVICE PROVIDER

3.1 **Duty to Pay Commissions.** Service Provider shall pay Commissions on all sales of Services to Customers as set forth in Section 4. Service Provider's duty to pay Partner Commissions shall continue as long as Customers continue to pay Service Provider for Services (including renewals, automatic renewals, month-to-month extensions and cross-sell), and this duty shall survive the cancellation, assignment, termination or expiration of this Agreement. Notwithstanding the foregoing, Service Provider's obligation to pay Commissions will cease if this Agreement is terminated for cause, as defined below.

3.2 **Commission Rate and Services.** Service Provider shall pay Partner a monthly residual Commission as set forth in Exhibit A.

3.3 **Cooperation.** Company will (a) comply with all reasonable requests by Partner that are necessary to the performance of Partner's rights and obligations under this Agreement, and (b) make commercially reasonable efforts to copy Partner on written correspondence (email or otherwise) to Customers regarding business issues, including, but not limited to, billing issues and disputes.

3.4 **Monthly Report.** Partner shall provide a monthly commission report or notify

Service Provider when such statement is available online. The report will provide detailed information for the preceding month about each Customer, the Services provided and billed to the Customer, and the compensation due to Partner.

4. COMMISSIONS

4.1 **Payment of Commissions.** Partner shall be paid a commission ("Commission") on all Billed Policies for each Customer procured by Partner on behalf of Service Provider within ninety (90) days of the month following the month in which payment for the applicable Services is collected. For purposes of this Agreement, the term "Billed Policies" shall mean only the monthly recurring charge invoiced to Customers and collected by Service Provider for Services provided by Service Provider. For the avoidance of doubt, Partner will not be entitled to Commission on any of the following invoiced amounts: governmentally mandated charges and taxes, administrative fees, regulatory fees, cost recovery fees, cancellation fees, non-recurring charges, special construction, early termination fees or equipment charges. Service Provider's Commission obligation shall apply to all Services sold to Customer, regardless of whether they are a part of the original service order, or whether Partner places the order for the product or Service (i.e. Partner's right to Commission shall apply to all products and Services ordered directly by any Customer or otherwise provided by Service Provider with the involvement by Partner).

4.2 **Commission Disputes.** Partner may dispute any Commission payment by providing Service Provider with a written notice of such dispute, including the amounts claimed to be due, no later than one hundred eighty (180) days after the date the Commission payment is made. Notwithstanding the preceding sentence, Service Provider may also dispute any Commission payment if Service Provider becomes aware through an audit that Commission was not properly calculated or paid

4.3 **Payment of Commissions After Termination.** Except as provided in Section 6 below, Service Provider shall continue to pay Partner full Commissions after termination of this Agreement for all Customers procured by Partner on behalf of Service Provider for so long as such Customers continue to utilize the Services, continuations thereof, contracts or Services are continued, renewed, replaced or added to by Partner or automatically. Commission rates or

percentages payable to Partner may only be reduced or decreased when agreed upon in a writing executed by both parties.

4.4 **Commission Termination, Chargeback and Offset.** The payment of any Commissions will be subject to termination, chargeback and offset in the following circumstances: (a) Commission payments with respect to discontinued or disconnected Services will terminate on the date of such discontinuance or disconnection, regardless of the reason for such discontinuance or disconnection and (b) if Service Provider does not receive a Customer payment upon which a Commission has been paid, then the Service Provider will chargeback 100% of such Commissions. Service Provider may not "true up" any alleged overpayment of Commission to Partner more than eighteen (18) months after any such payment. Service Provider will notify Partner not less than thirty (30) days prior to such chargeback in order to enable Partner to assist with the collection of the account.

4.5 **Pricing & Services.** Service Provider reserves the right at all times to proscribe the pricing, terms, and conditions under which its Services are offered and provided. Service Provider also reserves the right to change its prices, terms, and conditions for Service offerings, and to discontinue or modify any Service offering.

5. **PARTNER'S STATUS Independent Contractor.** It is the intent of the Parties that Service Provider and Partner shall each have the status of an independent contractor, and no provision in this Agreement shall be construed in a manner which would indicate otherwise. Partner is not and shall not be deemed an employee of Service Provider, and Service Provider, its employees and representatives are not employees of Partner. Partner does not have the ability to bind Service Provider, by contract or otherwise, or to make binding representations as to Service Provider's policies and procedures. Under no circumstances are the Parties to be deemed partners, joint ventures, co-owners, or the like. Each Party shall be responsible for the operation of its respective sole and separate business, including the payment of its own costs and expenses incurred in connection therewith.

6. **TERMINATION OF THE AGREEMENT**

6.1 **Termination for Cause.** Either Party (the "Terminating Party") may terminate this Agreement for cause in the event of a material breach of the Agreement by the other Party (the "Breaching Party") by providing thirty (30) days prior written notice to the Breaching Party, unless such material breach is cured by the Breaching Party within said 30 day notice period; provided, however, if Service Provider is the Terminating Party and the material breach was committed by a Sub-Partner or other sales representative of Partner, Service Provider may not terminate this Agreement if Partner terminates the ability of the applicable Sub-Partner or sales representative to market the Services within thirty (30) days of receipt of notice from Service Provider detailing same. Subject to the foregoing clause regarding Sub-Partners or other sales representatives of Partner, a material breach means that the breaching Party committed a material violation of a material obligation under this Agreement.

6.2 **Termination for Service Provider's Failure to Pay.** This Agreement may be terminated by Partner if Service Provider fails to pay Commissions to Partner on or before the date such payment is due and such failure continues for a period of sixty (60) days after delivery of written notice thereof. Partner's right to terminate the Agreement under this Section 6.2 is limited to situations in which Service Provider has failed to pay 35% or more of the Commissions due to Partner in two (2) consecutive calendar months.

6.3 **Effect of Termination.** In the event of termination of this Agreement by Partner pursuant to Section 6.1 or 6.2, the provisions of Section 3.1 and Article 4 (and the sections thereunder) shall remain in effect.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

7.1 **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, Partners, affiliates, attorneys, and successors and assigns from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs, and expenses (including, without limitation, interest, penalties, attorney's fees, and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (a) the Indemnifying Party's default under any provision in this Agreement,

breach of any warranty or representation in this Agreement, or failure in any way to perform any obligation under this Agreement; (b) personal injury, death, or damage to or loss of any property arising out of or in any way relating to the Indemnifying Party's provision of Services or its actions in furtherance of or pursuant, directly or indirectly, to this Agreement; or, (c) any claim, cause of action, judgment, liability, or expense relating to or arising out of the acts or omissions of the Indemnifying Party under this Agreement.

7.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR PARTNERS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Intellectual Property.** The Parties acknowledge and agree that they retain ownership rights in and to their respective intellectual property, including without limitation their trade names, trademarks, service marks and promotional materials, whether presently existing or later developed by them (collectively "Intellectual Property"). Neither Party will use the other Party's Intellectual Property without the consent of the other Party. Service Provider hereby grants Partner the right to use Service Provider's authorized Service Provider name and logo for advertising, publicity, on Partner's website and on marketing materials.

9. **CONFIDENTIALITY**

9.1 The Parties acknowledge that during the Term hereof, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") or the Receiving Party may receive in performing its obligations under this Agreement, information which is considered proprietary, confidential and/or competitively-sensitive by the Disclosing Party and agrees to take all reasonable and necessary steps to preserve the confidentiality of all information designated by the Disclosing Party, in writing or orally, as such ("Confidential Information"), whether communicated by the Disclosing Party,

or received, in writing, electronically, orally or otherwise. Confidential Information shall not be used, or allowed to be used, by the Receiving Party for any purpose other than to facilitate its performance under this Agreement or disclosed to any third party without the Disclosing Party's prior written consent, unless such disclosure is compelled by law or order of a court or other governmental authority. Confidential Information disclosed to the Receiving Party is and shall remain the property of the Disclosing Party. The amount of Commissions paid to Partner by Service Provider under the Agreement, as well as the terms and conditions governing such payment under the Agreement, shall be considered Confidential Information and shall not be disclosed to any Customer or any third party for any reason or no reason at all. The Receiving Party shall return all Confidential Information and all copies thereof promptly upon the reasonable written request of the Disclosing Party and upon termination of this Agreement. The obligations set forth in this Section 9.1 shall survive termination of this Agreement.

9.2 Confidential Information shall not include (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure is published or otherwise becomes available to the public through any means other than an act or omission of the Receiving Party; (iii) information which was previously known to the Receiving Party free of any obligation to keep it confidential or which is subsequently developed in good faith by the Receiving Party; or (iv) information rightfully acquired in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence.

9.3 Subject to exceptions mutually agreed upon by the Parties in advance and in writing, the terms and conditions of this Agreement shall remain confidential and protected from disclosure except as may be necessary for purposes of disclosure to accountants, attorneys or other professionals, who shall be made aware of and agree to be bound by the confidentiality provisions herein.

10. **Arbitration.** Any controversy or claim arising from or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three (3). The place of arbitration shall be Boca

Raton, Florida. state law shall apply. Judgment on the award rendered by the arbitrators may be entered in the any court having jurisdiction thereof. The Party seeking to arbitrate a dispute under this Agreement must file such demand in writing prior to the expiration of the applicable statute of limitations.

11. ADDITIONAL PROVISIONS

11.1 No Third-Party Beneficiaries.

The Agreement's benefits do not extend to any third party.

11.2. Notices. All notices, requests and demands hereunder shall be in writing and delivered by hand, by email, by mail, or by recognized commercial over-night delivery service (such as FedEx, UPS, etc.) to the addresses specified above or to such other address or contact(s) as a Party may give to the other Party. Notice shall be deemed given (a) by hand delivery, upon such delivery; (b) by email to the receiving party's designated email contact; (c) if by mail, four days after deposit in the United States mail, first class, registered or certified mail, postage prepaid; (d) if by recognized commercial over-night delivery service, upon such delivery.

11.3 Force Majeure. Neither Party shall be liable for failure to perform or delay in performing any part of its obligations under this Agreement to the extent that they are unable to perform, either directly or indirectly, due to any cause or circumstance beyond the reasonable control of such Party, including, without limitation, acts of God, terrorism, fire, flood, storms, earthquake, pandemic, strike or other labor dispute ("Force Majeure"). The Party affected by an event of Force Majeure shall promptly notify the other Party in writing. The Party so affected shall take reasonable steps to resume performance with the least possible delay.

11.4 Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months following the termination or the expiration of this Agreement, neither party shall make any solicitation or inducement to employ the other party's employees. For purposes of this section, a general advertisement of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement, and the hiring of any such employee who responds to such advertisement shall not be a breach of this section.

11.5 Assignment. Neither Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. However, either Party may assign or transfer this Agreement in whole without the other Party's consent (a) to an affiliate, or (b) in connection with a merger, corporate reorganization, acquisition, transfer, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void. Partner agrees to cooperate with Service Provider in the event of Partner's assignment of this Agreement, including without limitation, the execution of a consent agreement to effect the assignment of Commissions to any success-in-interest.

11.6 Governing Law and Venue. The Agreement is to be governed and construed in accordance with the laws of the State of Florida. Any legal proceedings to enforce the Agreement shall be brought in the state or federal courts located in the Miami, FL and the Parties hereby waive any claim or defense that such forum is not convenient or proper or that said courts do not have personal or subject matter jurisdiction.

11.7 Attorney's Fees. If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing Party in such legal action shall be entitled to all costs, including but not limited to court costs and reasonable attorney's fees, awarded by the court.

11.8 Entire Agreement. The Agreement constitutes the entire and only agreement between the Parties with respect to the subject matter hereof and supersedes all prior statements, agreements, understandings, communications, representations and/or promises, whether in writing or oral, of the Parties relating hereto. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and remain in effect, and such invalid or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it valid and enforceable. If such provision cannot be so amended, the Parties will promptly negotiate in good faith a replacement provision that will as closely as possibly reflect the Parties' original intent.

11.9 **Amendment.** The Agreement may not be modified or amended except by a writing duly signed by the Parties.

11.10 **Executed Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. Any signature delivered electronically or through a third-party document management service shall be binding to the same extent as an original signature page.

11.11 **Survival.** Notwithstanding any other provision of this Agreement, the provisions

which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Without restricting the generality of the foregoing, but for further clarity, the following sections shall survive the termination or the expiration hereof: 2.7 (Audit), 4 (Commissions), 8 (Intellectual Property), (Confidential Information), 10 (Indemnification and Limitation of Liability) and 11 (Miscellaneous).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GOODBYE PAWS (SKYTAILS.COM)

BY: SkyTails.com

NAME: Igor Mamut

TITLE: CEO

DATE: 11.27.2032

PARTNER:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

Service Provider shall pay Partner a residual commission equal 50% off the total commission after 3 month and 50% of the remaining commission over the term of the policy, provided that policy is paid in full.

Total Commission Schedule by Policy:

- Five (5%) on the \$250 Policy
- Seven (7%) on the \$500 Policy
- Ten (10%) on the \$1000 Policy

	Policy Value	Basic \$250	Standard \$500	Premium \$1000
Payment Terms	60 months	\$6 / Monthly	\$12 / Month	\$24/Month
Vendor Referral		5%	7%	10%
		\$12.5	\$35	\$100