

**PARTNERSHIP AGREEMENT**

**SYNTEA EDUCATION PARTNER**

concluded on ..... in ....., between:

A.) in the case of sole traders

First name and surname, address, the name of the sole proprietorship ....., entered into the register of business activity maintained by ..... under the number ..... and entered into the register under the VATIN number ..... and REGON statistical number ..... Bank account number: .....

B.) in the case of civil law partnerships

(Name of the partnership) - civil law partnership seated in ..... at ..... Street, represented by:

- First name and surname, address, the name of the sole proprietorship ....., entered into the register of business activity maintained by ..... under the number ..... and entered into the register under the VATIN number ..... and REGON statistical number ..... Bank account number: .....

- First name and surname, address, the name of the sole proprietorship ....., entered into the register of business activity maintained by ..... under the number ..... and entered into the register under the VATIN number ..... and REGON statistical number ..... Bank account number: .....

**ATTENTION:**

*The copy of the civil law partnership agreement shall be enclosed*

*Unless otherwise stated in the Agreement, the partner's or partners' letter of attorney authorizing to act on behalf of the partnership and signed by each partner shall be enclosed.*

**C.) in the case of general partnerships, limited partnerships, limited liability companies and joint stock companies:**

(Name of the partnership) seated in ..... at ..... Street, entered into the National Court Register under the KRS number ..... kept by the District Court in ..... Commercial Division of the National Court Register, VATIN number: ....., initial capital: PLN ....., represented by:

..... - .....

..... - .....

..... hereinafter referred to as "Syntea Education Partner" in short SEP

and .....

2. Syntea Spółka Akcyjna (Syntea JSC) with its seat in Lublin at 9A Wojciechowska Street, 20-704 Lublin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court East Lublin for the City of Lublin with its seat in Świdnik; 6th Division of the National Court Register under the number 0000308412, REGON (National Business Registry Number) number: 060373770, VATIN: 7123122247 represented by:

- Piotr Fałek, president of the Board of Directors,
- Paweł Chudy, vice president of the Board of Directors,  
hereinafter referred to as "the Company"

Whereas:

- the contracting Parties intend to cooperate with each other,
- due to the type and the scope of the disclosed information it is necessary to maintain the confidentiality of any information obtained while cooperating with each other,

- the Parties ascertain that they may use proper procedures and security measures essential for ensuring confidentiality of the disclosed or delivered information,

The Parties agree as follows:

Art. 1 Definitions

§ 1

"Cooperation" shall mean large-scale activities involving popularizing, advertising and selling Company's products by SEP as well as marketing operations conducted by SEP for the benefit of Company's products.

"Confidential information" shall mean all information or information regarding the activity of the Company, particularly the Vocational Competence Certificate, hereinafter referred to as VCC i.e. the system for education and certification of professional competencies as well as the European Computer Competence Certificate (ECCC) i.e. a system for improving and certifying computer competencies. "Confidential information" shall also mean any information regarding the activity of both Parties and their subsidiaries or entities bound by long-term contracts, provisions of contracts concluded by either party, business concepts, technical and organizational objectives, modules, samples, prototypes or parts of such prototypes, software, documentation and data that may become available as a result of presenting, using, testing or browsing them. Moreover, "Confidential information" shall also mean technical, technological, trade, financial and organizational information regarding the mutual cooperation of the Parties independent of the record form, including written, oral form or by using any other means), both before and after the date of entering into this Agreement, however ousting information or data which:

- a. are or are to be publicly available and not breaching the provisions of this Agreement in any manner;
- b. The Contractor received from a source other than the Partnership and not breaching the confidentiality clause in any manner;
- c. are disclosed by the Contractor (i) after prior written consent of the Partnership under pain of nullity or (ii) without such a consent, after five years from the date of terminating this Agreement.

Art. 2. Storing and securing Confidential Information

§ 1

The Contractor agrees that the Confidential Information is to be considered confidential, shall take all precautions and protective measures identical to the precautions and protective measures taken by the Contractor in the case of his own Confidential Information.

§ 2

The Contractor is obliged keep all the confidential information secret and protect it with at least the same principle of responsible care as he applies in the case of his company's business and comply with regulations concerning access to information and providing it to any third Party. The Contractor is also obliged to provide contracts with provisions binding subcontractors to keep confidential information secret.

§ 3

The Contractor is obliged to use confidential information only for purposes necessary for carrying out mutual initiatives specified in the Agreement unless the Parties agree otherwise in writing.

§ 4

The Contractor, except the objectives defined in the aforementioned item must not copy the Confidential Information nor duplicate it by any other means.

§ 5

The Contractor understands and agrees that he may disclose the Confidential Information to any third party if and only if the third party is involved in carrying out mutual initiatives and only where the confidential information is essential for completing a task, after entering into cooperation or agreement with the third party, providing it with appropriate confidential information organization training, after the third party agreed in writing not to disclose confidential information to any unauthorized party and, due to the sound reasons they need to be familiarized with the confidential information.

§ 6

The Contractor is liable for his subcontractors in terms of not disclosing any confidential information where the subcontractors are commissioned any work resulting from the agreement.

§ 7

The Contractor shall notify the Company promptly of such circumstances as court and administrative proceedings resulting in a legal duty of disclosing confidential information.

§ 8

The Contractor is to notify the Company of losing, disclosing or duplicating the confidential information.

Art. 3 Limitations and warranties

§ 1

The Contractor must not disclose (i) the whole or any part of any confidential information to any third party, unless otherwise specified in the Art. 2 § 5. The Contractor must not (ii) use this information for any commercial purposes and any of its part without the prior Company's consent in writing. Without limiting the foregoing, the Contractor shall not be authorized to disclose the Confidential Information unless such an obligation results from legal provisions, provided that the Contractor notifies the Company about the scope of the disclosed information at least two business days prior to the disclosure.

§ 2

Any rights to the Confidential Information are reserved by the Company and any rights or liabilities except those specified in this Agreement shall not be granted and they do not result from the provisions of this Agreement. In particular no licence regarding any inventions, patents, copyrights or any other industrial or intellectual property rights vested to the Company shall be granted to any third party.

Art. 4 Notifications

Any notifications resulting from this Agreement shall be null and void unless made in writing and shall be sent to the other Party by registered mail or certified mail to the address specified in the preamble of this Agreement or other address that was provided to the other Party in accordance to the foregoing, addressed to the signatory to this Agreement.

Art.5. Obligations of the SEP

1. Cooperating in conducting marketing operations aiming at popularizing the Company's products, especially training courses, traditional and e-learning teaching materials as well as services implementing Company's authoring platforms: training (Learning Management System) and certification (Certification Management System);
2. Supporting the Company in promoting products on the Polish and foreign markets;
3. Delivering courses based on Company's products;
4. Placing Company's products in SEP's own product portfolio;
5. Delivering courses based on Company's concepts and teaching materials;
6. SEP must not be involved and must not allow or facilitate any third party to get involved into any activities or usage forms forbidden by the provisions of this Agreement. Any unauthorized use of Company's licensed materials or access to Company's licensed materials provided on the basis of this Agreement and going beyond the scope of the granted license or in any other way conflicting with the provisions of this Agreement results in infringing Company's intellectual property rights and violating this Agreement. SEP shall inform the Company about each case of an unauthorized use and about any other form of an unauthorized access to the aforementioned.

Art.6. Obligations of the Company

1. Cooperating with SEP within marketing operations aiming at popularizing Company's products.
2. Supporting SEP in popularizing, implementing and delivering courses based on Company's products.
3. Conferring the status of Syntea Education Partner upon SEP after SEP successfully completes accreditation process.

4. Constant cooperation with SEP within modifying and adapting Company's products to the current market needs.
5. Supporting SEP in planning, creating, applying and settling projects grant-aided by the European Union.
6. Supporting SEP in diversifying portfolio of its services and gaining new contractors on the Polish and foreign markets.

#### Art. 7 Duration of the Agreement

This Agreement Provisions of the art. 1, 2 and 3 are to be legally binding for 5 years from the date of terminating this Agreement.

#### Art.8 Payments - clearance of accounts

1. This Agreement shall oblige Syntea to pay compensation to SEP if SEP meets all the requirements concerning selling Company's products and conducting marketing operations regarding Company's products.
2. Detailed regulations on clearance of accounts shall be based on individual negotiations agreed upon each time, prepared in written form and enclosed to this Agreement.

#### Art. 9 Liability

- a) In the event that this Agreement is breached by the Contractor, the Contractor shall pay EUR 10 000 (say: ten thousand Euros) of stipulated penalty for each case of breaching this Agreement within 7 days from the date of issuing the notice to pay the penalty to the bank account defined in the notice.
- b) The Company may claim damages under relevant laws and regulations where the damage to provisions of this Agreement exceeds the stipulated penalty specified in pt. 9 item a).

#### Art. 10 Terminating the Agreement

If SEP infringes any provisions of this Agreement, especially the non-disclosure provisions, the Company may terminate this Agreement at any time with immediate effect.

#### Art. 11 Final provisions

Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties and shall otherwise be null and void. This Agreement is made under and shall be construed and governed according to the laws of Poland and the Parties hereby submit to the jurisdiction of the common court of competent subject matter jurisdiction to the seat of the Company. The contract has been made in two identical copies; one copy for each Party.

Signatures:

.....  
Company – SYNTEA S.A

.....  
SEP – Syntea Education Partner