

**CUSTOMER REFERRAL AGREEMENT  
BY AND BETWEEN  
PHENOMENON STUDIO OÜ  
AND  
Rupcheva Irina Olegivna**

Dated as of July 29, 2022

# CUSTOMER REFERRAL AGREEMENT

THIS CUSTOMER REFERRAL AGREEMENT (this "Agreement") is executed to be effective as of , 2022 (the "Effective Date"), by and between Phenomenon Studio OÜ, a company incorporated under the laws of Estonia whose registered office is at: Harju maakond, Tallinn, Kesklinna linnaosa, Kaupmehe tn 7-120, 10114, Tax Identification Number: 14811067, hereinafter referred to as "**Phenomenon Studio**", and Rupcheva Irina Olegivna, a citizen of UKR, passport 234432 issued by July 21, 2022, taxpayer registration card number 3455-4545-3453-5555, residing at KR, O. Vasyakina 13/3 hereinafter referred to as "Contractor". Phenomenon Studio and Contractor may be collectively referred to as the "**parties,**" and individually as a "**party.**"

## RECITALS

**WHEREAS**, Phenomenon Studio is a software house company providing innovative IT solutions and highest quality of services to clients in industries such as Education & Training, Cryptocurrency, FinTech, Healthcare & Beauty, AR & VR, Travel & Booking, Lifestyle and others (the Market);

**WHEREAS**, Phenomenon Studio is interested in establishing contract relationships with the new customers (the Purpose);

**WHEREAS**, Contractor is a person, well-known at the Market;

**WHEREAS**, Contractor is willing to use its status and knowledge for the benefit of Phenomenon Studio and the Purpose;

**WHEREAS**, Phenomenon Studio and Contractor currently have an informal agreement for the payment of referral commissions similar to the structure set forth in this Agreement, and the parties desire to continue this referral arrangement; and

**NOW, THEREFORE**, in consideration of the covenants contained herein, Phenomenon Studio and Contractor agree to the following terms and conditions that apply to the referral of, and payment for the referral of, customers.

1. **Customer Referral Agreement.** Pursuant to the terms and conditions of this Agreement, the parties agree that Phenomenon Studio shall pay Contractor certain commissions, as set forth in Section 5 of this Agreement, in consideration for Contractor referring customers or clients (the "Customers") to Phenomenon Studio using email or Slack message (the "Referral"), the parties may additionally fix the Referral by the way of signing the separate annex to this Agreement. Referral shall contain all the required information about the Customer, including, but not limited to the name, full address and contact details. Such Referral shall be considered a Successful Referral as per this Agreement in the case if all of the following conditions are satisfied:
  - a. Phenomenon Studio concludes agreement on providing its services to the Customer; and
  - b. Phenomenon Studio receives Revenue from such agreement within 1 (one) year after the relevant Referral was first submitted to Phenomenon Studio; and
  - c. Customer hasn't been referred to Phenomenon Studio by third parties prior to Referral; and
  - d. Phenomenon Studio or its affiliates hasn't participated in any negotiations with the Customer prior to Referral; and
  - e. Phenomenon Studio or its affiliates hasn't had contractual or other relationship with the Customer prior to Referral.
2. **Term.** The term of this Agreement will begin as of the Effective Date and will continue thereafter for a period of three years (the "Term"). This Agreement shall be renewed automatically for the succeeding term of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of this Agreement.

3. Representations and Warranties. Contractor represents and warrants to Phenomenon Studio that it has all licenses, permits, consents and approvals required to be obtained by it from any regulatory agency exercising its authority over Contractor in order for it to perform its obligations hereunder and to receive the rights and benefits available to it hereunder.
4. Covenants.
  - i. Contractor will deliver Referrals to Phenomenon Studio by such means as mutually agreed to by the parties. Phenomenon Studio shall not be under obligation to establish any kind of contractual and/or financial relationships as a result of the Referral. Phenomenon Studio shall determine whether to commence any contractual and/or financial relationship with the Customer in its sole discretion.
  - ii. Contractor will consult with Phenomenon Studio in the development of any promotional materials that specifically markets the services offered or arranged by Phenomenon Studio. Prior to using any promotional materials, Contractor shall submit the same to Phenomenon Studio for approval.
5. Consideration. Phenomenon Studio agrees to pay to Contractor the following commissions in consideration of the Successful Referrals as referenced in Section 1 of this Agreement:
  - a. Referral Commission. In consideration for each Successful Referral from the Contractor, Phenomenon Studio agrees to pay to Contractor a referral commission in an amount equal to Percentage of the Revenue (as those are defined herein), received from each such Customer in the calendar month (the "Referral Commission"). Percentage shall mean:

<b>TIME AND MATERIAL</b>	
Hourly rate	Percentage (when paid to Contractor – default option)
12	23
32	12
32	34
<b>SPRINT BASIS</b>	
Hourly rate (full amount of the sprint divided into number of sprint hours)	Percentage (when paid to Contractor – default option)
213	123
23	21
43	34

For the purposes of calculating the Referral Commission, the "Revenue" shall be defined as remuneration, directly derived from the Project, and actually received by Phenomenon Studio on its bank account or by other lawful means minus any taxes, duties, fees and expenses, directly attributed to such remuneration (if any). For purposes of this calculation, once an agreement on Project was concluded between Phenomenon Studio and the Customer pursuant to this Agreement, Phenomenon Studio shall continue to pay a Referral Commission to Contractor for a period of one year following the date of such agreement (the "Period"). For the avoidance of doubt, in case more than one agreement is signed between the Customer and Phenomenon Studio, the Period shall start on the date of the first such agreement, signed after the Referral. The "Project" shall be defined as the subject matter of the first agreement on providing services between Phenomenon Studio and the Customer, following the Referral, unless subsequent agreement(s) between Phenomenon Studio and the Customer serve(s) as a direct logic consequence of the first such agreement, in which case Project would refer to subject matters of all such connected agreements. It is understood that no

payments would be due from Phenomenon Studio to the Contractor in connection with the particular Customer after the expiry of the Period and/or in connection with the project(s) of such Customer other than the Project.

- b. Settlement. On or before the 5th business day of each month, Phenomenon Studio shall remit payment of the amount of Referral Commissions that is due and owing to Contractor for the prior month via the bank transfer or otherwise. Phenomenon Studio may upon Contractor's agreement set off any obligation due from Phenomenon Studio hereunder against any obligation owed by the Contractor to Phenomenon Studio under any agreement, regardless of the place of payment, means of payment or currency of either obligation. If the obligations are in different currencies, Phenomenon Studio may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
6. Confidentiality. All information in whatever form or mode of transmission and whether or not marked as confidential, which is disclosed by a Party ("Disclosing Party") to other Party ("Recipient") in connection with the performance of this Agreement, is "Confidential Information". The fact of existence of the present Agreement is expressly and specifically agreed by the Contractor to be treated as Confidential Information. The Recipients hereby undertake, not to disclose any Confidential Information to any third party at any time during or after the term of this Agreement. Phenomenon Studio may disclose Confidential Information to those of its employees or subcontractors who are bound by confidentiality terms that are no less restrictive than the ones in this Agreement. The restrictions on disclosure set out in this Agreement shall not apply to any of the Disclosing Party's Confidential Information which:
  - a. at the date of its disclosure by the Disclosing Party is in the public domain or which subsequently enters the public domain other than through unauthorized disclosure by the Recipient;
  - b. was in the Recipient's possession prior to the time of its disclosure by the Disclosing Party;
  - c. was received by the Recipient from a third party (other than a person authorized by the Disclosing Party to disclose Confidential Information) which is lawfully in possession of such Confidential Information and is not in breach of any confidential relationship with the Disclosing Party;
  - d. is independently (to the execution of this Agreement) developed by the Recipient;
  - e. is required to be disclosed by the Recipient by applicable law, regulation or authority order, in which event where lawful to do so the Recipient shall promptly notify the Disclosing Party of the requirement for such disclosure and cooperate through all reasonable and legal means, at the Disclosing Party's expense, in any attempts by the Disclosing Party to prevent or otherwise restrict disclosure of the Confidential Information.
7. Termination.
  - a. Either party may terminate this Agreement: (i) at any time upon written notice to the other party if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach. In the event of a termination by one party as a result of the other party's breach of this Agreement, the non-defaulting party shall have all rights and remedies available to such party.
8. Intellectual Property. Nothing in this Agreement constitutes an agreement by a party to assign or otherwise convey title to any of its intellectual property rights to the other party. As between the parties, each party will retain full ownership of and title to all intellectual property rights and related goodwill, in its respective URL addresses, domain names, equipment, materials, hardware, software designs, works of authorship, inventions and other items provided by such party in connection with this Agreement.
9. Limitation of Liability. The liability of Phenomenon Studio under this Agreement shall be limited strictly to the sum of Referral Commission as defined herein.
10. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any state, provincial, territorial, local, or foreign law shall be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. Any reference to any contract or agreement (including schedules, exhibits and other attachments thereto), including this Agreement, shall be deemed also to refer to such contract or agreement as amended, restated, or otherwise modified, unless the context requires otherwise. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed

to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context requires otherwise. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Where this Agreement states that a party “will” or “shall” perform in some manner or otherwise act or omit to act, it means that such party is legally obligated to do so in accordance with this Agreement. The captions, titles, and headings included in this Agreement are for convenience only and do not affect this Agreement’s construction or interpretation. Any reference to an Article, Section, or Schedule in this Agreement shall refer to an Article or Section of, or Schedule to, this Agreement, unless the context otherwise requires. This Agreement is for the sole benefit of the parties and does not, and is not intended to, confer any rights or remedies in favor of any Person (including any employee, director, shareholder or third party lender or service provider of a party) other than the parties.

11. Assignment. Except as set forth herein, neither party shall assign, transfer, or otherwise alienate any or all of its rights or interest under this Agreement without the express prior written consent of the other party, which consent may be granted or withheld in such other party’s sole discretion; provided, however, that the foregoing shall in no way restrict the performance of any of the terms or conditions of this Agreement by an affiliate or subsidiary of a party hereto to the extent the same is consistent with the intent of this Agreement.
12. Entire Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede (a) all prior oral or written proposals or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings between the parties, in each case with respect to the subject matter hereof.
13. Notices. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile or other generally accepted means of electronic transmission, or mail (with postage prepaid), to the following addresses:

**If to Phenomenon Studio to:**

Phenomenon Studio OU

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Kaupmehe tn 7-120, 10114

Attention: Polina Chebanova

Slack: [info@phenomenon-studio.com](mailto:info@phenomenon-studio.com)

Email: [hello@phenomenon-studio.com](mailto:hello@phenomenon-studio.com), [info@phenomenon-studio.com](mailto:info@phenomenon-studio.com)

**If to Contractor to:**

Rupcheva Irina Olegivna

Address: KR, O. Vasyakina 13/3

Attention: Alex Smith

Slack: [testemail@asd.asd](mailto:testemail@asd.asd)

Email: [testemail@asd.asd](mailto:testemail@asd.asd)

or to such other addresses as may be specified by like notice to the other party.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of Estonia.
15. Severability. If any term or other provision of this Agreement shall be determined by a court, governmental authority, or arbitrator to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable Law.
16. Amendment. This Agreement may only be amended by a written agreement executed by both parties.

17. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same agreement. Any signature affixed to this Agreement by a party hereto may be delivered by such party to the other party via electronic or facsimile transmission and any party's signature affixed to this Agreement that is delivered to the other party via an electronic or facsimile transmission shall be treated as an original signature to this Agreement and will constitute an original counterpart of this Agreement.
18. Authority. Each party represents to the other party that (a) it has the corporate power and authority to execute, deliver, and perform this Agreement, (b) the execution, delivery, and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is its legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and general equity principles.
19. Binding Effect. This Agreement binds and benefits the parties and their respective successors and permitted assigns. Other than those Persons entitled to indemnity hereunder, there are no third party beneficiaries having rights under or with respect to this Agreement.
20. Dispute Resolution. Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with its rules. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Tallinn. The language of the arbitral proceedings shall be English.
21. Further Assurances. From time to time, each party agrees to execute and deliver such additional documents, and will provide such additional information and assistance as any party may reasonably require to carry out the terms of this Agreement.
22. Survival. The parties agree that the provisions of this Agreement that by their terms or nature are intended to survive the termination of this Agreement shall survive such termination.
23. No Publicity. Neither party shall (a) use the other party's trademarks, logo or name in connection with any promotional materials, or (b) issue a press release announcing the parties' business relationship, without the prior, written consent of the other party as to the context and content of such materials or press release. Each party shall have the right to terminate its consent at any time and for any reason by providing written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the Effective Date.

Phenomenon Studio OÜ

14811067

Address: Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Kaupmehe tn 7-120, 10114

VAT:EE102472617

E-mail: Info@phenomenon-studio.com

Bank:

test information

Signature of Phenomenon Studio OÜ Director



/ Polina Chebanova

Signature of the Contractor:

\_\_\_\_\_ / Rupcheva Irina Olegivna