

Thulium Partnership Program Terms and Conditions

§ 1. General Provisions

1. These Terms and Conditions define the rules of cooperation between the Partner and Thulium, the objective of which is for the Partner to refer potential Clients interested in using the Thulium System to Thulium.
2. Definitions:
 - **Thulium** – Thulium sp. z o.o. with its registered office in Kraków (30-705), ul. Stanisława Klimeckiego 4, KRS 0000409650, NIP: 6783144527, share capital of 83,600 PLN paid in full, REGON [Central Registry Business Number]: 122496015.
 - **Partner** – a natural or legal person conducting business activity.
 - **Thulium System** – a SaaS service for electronic communication available at <https://thulium.com>. Thulium is the sole owner of all intellectual property rights.
 - **Clients** – entities interested in using the Thulium System.
 - **Service** – cooperation consisting of acquiring contact data, establishing contact, and promoting the System.
 - **Agreement** – these Terms and Conditions or an individually negotiated agreement.
3. The Partner is not authorized to conclude agreements, negotiate terms, or incur obligations on behalf of Thulium.
4. Services apply only to Clients with whom Thulium had no commercial contact (active agreements or sales talks) for the last 6 months.
5. Upon request, Thulium shall inform the Partner about previous contact with a specified Client.
6. If the Partner receives a test or demo version of the Thulium System, it is granted solely for evaluation for a period of 30 days from the date of access, unless a different period is agreed in writing by the Parties. The Partner is strictly prohibited from disclosing the demo version or its functionalities to any third parties, including competitors of Thulium. Upon expiry of the evaluation period, or upon earlier termination of this Agreement, the Partner shall immediately cease using the demo version and, upon Thulium's request, confirm in writing that all access credentials and related materials have been deleted or returned.

§ 2. Obligations of Thulium

1. Thulium undertakes to ensure continuous development and reliability of the System.
2. Thulium provides 24/7 Customer Service and Technical Support (kontakt@thulium.pl).
3. Thulium provides support and training. To ensure full support, by accepting these Terms, the Partner joins the Thulium partnership community, receiving updates, webinar invitations, and educational materials to grow mutual business. Such communications constitute information necessary for the performance of the Agreement and are provided on the basis of Article 6(1)(b) GDPR. The Partner may direct questions regarding data processing, as well as opt out of marketing communications at any time, by sending an e-mail to kontakt@thulium.pl. Opting out

does not affect the Partner's participation in the program. Thulium processes personal data of the Partner's representatives in accordance with its Privacy Policy available at: https://thulium.com/static/2ba4dc93e053794f1de36fe09142c15d/Privacy%20Policy%20ENG_20260318.pdf.

4. Thulium is responsible for support for acquired Clients based on their license type.
5. Thulium may establish direct relationships with Clients if requested or in case of service difficulties.
6. Thulium may refer potential Clients to the Partner for value-added services (onboarding, consulting).

§ 3. Obligations of the Partner

1. The Partner must ensure the legal right to transfer contact data (GDPR compliance). Valid transfer includes using a Thulium contact form link where the Client specifies the Partner's name. The Partner is also obliged to ensure that the information obligation under Article 13 or 14 GDPR is fulfilled towards the persons whose data are transferred to Thulium, prior to or at the time of such transfer.
2. The Partner shall not sell competing products to existing Thulium clients during the agreement and for 2 years after.
3. Confidentiality of the agreement and know-how must be maintained during and for 5 years after the agreement.
4. All intellectual property rights belong to Thulium.
5. The Partner must obtain verifiable consent for sharing data and store evidence of such consent for 3 years.
6. Client data includes: Company name/Tax ID, contact person, business e-mail, and mobile phone.
7. The Partner shall be solely responsible for the lawful transfer of personal data to Thulium and shall indemnify and hold Thulium harmless from any claims, penalties or damages arising from any unlawful transfer of personal data by the Partner. The Partner must act in accordance with loyalty and good practices.

§ 4. Remuneration

1. Commission is calculated as a percentage of revenue received from acquired Clients.
2. Commission is due starting from the first invoiced month.
3. Commission is 20% of the net value of paid invoices for the first year of the Client using the Thulium System.
4. Acquisition of a new Client extends the commission period for existing ones, but not longer than one year from the last acquisition.

Calculation Examples:

- **Example 1:** Partner acquires Client A on 2025-01-01. The Partner receives a commission for Client A until 2025-12-31.
- **Example 2:** Partner acquires Client A on 2025-01-01. The Partner acquires Client B on 2026-02-01. The Partner receives a commission for Client B only (no commission for Client A as Client B was not acquired within the first year).

- **Example 3:** Partner acquires Client A on 2025-01-01 and Client B on 2025-10-01. The Partner will receive a commission for both until 2026-09-30.
- 5. If the Partner has multiple Clients, these provisions apply to all of them.
- 6. Invoices shall be issued monthly with a minimum 7-day payment term.
- 7. **Individual Arrangements:** Thulium reserves the right to individually negotiate and establish different commission rates, settlement periods, or additional performance-based bonuses with selected Partners. Any such arrangements must be confirmed by both parties in writing.
- 8. Remuneration is not due if data is incorrect, previous relations existed within the last 6 months, or no agreement is signed within 12 months of the referral date. In justified cases (e.g. prolonged procurement or decision-making process), Thulium may, at its sole discretion, extend this period upon written request from the Partner.
- 9. Thulium hereby declares that it has a status of a large enterprise within the meaning of Article 4 point 6 of the Polish Act of March 8, 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws of 2023, item 1790, as amended).

§ 5. Duration and Termination

1. The agreement is for an indefinite period.
2. Remuneration rights remain after termination, except for immediate termination due to Partner's fault.
3. Thulium may terminate immediately for: data breaches, breach of non-compete/confidentiality, acting to Thulium's detriment, or lack of engagement/responsiveness.
4. In immediate termination cases, post-agreement remuneration rights are void.
5. Standard termination requires a one-month notice period (e-mail/written form).

§ 6. Confidentiality

1. Parties shall keep secret all information building market advantage (Client data, financial data, pricing, know-how, marketing plans).
2. Confidential information includes all documents, files, and oral information shared during cooperation.
3. Parties shall not disclose information to third parties without prior written consent.
4. Exceptions apply to information that is publicly known or required by law/court order (with prior notice to the other Party).
5. Upon termination, all confidential materials and copies must be returned or destroyed.

§ 7. Non-competition and Non-solicitation

1. For 2 years after termination, Parties shall not solicit or hire each other's employees/contractors.
2. For 2 years after termination, the Partner shall not encourage Clients to resign from Thulium or move to competitors.

§ 8. Compliance

1. The Partner must comply with export controls and sanctions (EU, UK, US).
2. Business with sanctioned territories (e.g., Crimea, Iran, North Korea) or entities on Restricted Party Lists is prohibited.
3. Partner declares they are not on any restricted lists.

§ 9. Liability

1. The breaching Party is liable for damages under general law.

§ 10. Final Provisions

1. Partner must comply with GDPR and indemnify Thulium for any data protection breaches.
2. Partner authorizes Thulium to use their logo/trademark for marketing and informational purposes free of charge.
3. Thulium may amend the Terms for valid reasons (legal changes, court orders) with 14 days' notice via e-mail.
4. Lack of reaction to changes within 14 days constitutes acceptance.
5. Disputes shall be resolved amicably or by the court of Thulium's seat.
6. **These Terms and Conditions are effective as of May 1, 2026.**