



# **PARTNERSHIP AGREEMENT**

(Terms & Conditions)

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**With this document it is agreed:**

## **1. Definitions and Interpretation of Terms**

Unless indicated to the contrary, references to the below expressions in this Agreement and any supplementary agreements shall have the following meaning:

### **Partner(s):**

Means an independent party (natural or legal person) who has signed up to the direct internet traffic to the website of the Company, has completed the Company's Partnership Programme registration procedure and has been accepted by the Company as a Partner. A partner can be allowed by the Company to act as an Educator based on qualifications and experience.

### **Educator(s):**

The Educator is a Partner, an independent party (natural person) who has signed up to the direct internet traffic to the website of the Company, provides educational services, such as courses, workshops, and seminars, has completed the Company's Partnership Programme registration procedure and has been permitted by the Company to use the Company's Educational Programmes, educational materials, and guidelines when providing educational services to the Company's Qualified Clients.

### **Educational Program(s):**

A program written by the Company which determines the learning progress of each subject in all the stages of formal related education.

### **Partner Commission or Commission:**

It is the remuneration outstanding/received for the introduction/referral services provided to the Company and which is calculated in accordance with the set Commission rate and in compliance with the contractual provisions. Partners shall be paid when the terms and conditions of this Agreement are satisfied.

### **Partnership Program:**

Means the Company's Partnership Program which can be found at <https://www.humancapitalpro.com/Partners/>

**Agreement:**

Means the agreement (hereafter “the Agreement” or “the Terms and Conditions”) between COME WITH ME EDUCATION LTD (hereafter “the Company” or “us”) on the one part and the Partner. HCPRO Human Capital Professional Education is a tradename of COME WITH ME EDUCATION LTD.

**Company:**

Means COME WITH ME EDUCATION LTD, which is incorporated and registered in the Republic of Cyprus with current office address at Zirichis, 2nd Floor, Flat/Office 301, 3048, Limassol, Cyprus, +35770087075, email: [info@humancapitalpro.com](mailto:info@humancapitalpro.com), website: [www.humancapitalpro.com](http://www.humancapitalpro.com), is a private limited company registered under License Number HE 390680.

**Referred Client(s) or Prospective Client(s):**

Means any natural or legal person who has been, or is been, referred by the Partner and/or has been directed to the Company’s website through the internet by means such as a website or online network or any online media group approved by the Company.

**Qualified Client(s):**

Means a referred Client who meets the conditions set out in this Partnership agreement (i.e.: the purchase of the Company’s services).

**Prohibited territory:**

Means the Country which is part of the list of countries which the Partner is not allowed to target, as specified in Appendix 2 of this Agreement.

**Payment Plan:**

Means the procedure in place and agreed Commission Rate with which the Partner Commission is calculated and describes how the Partner receives the Commission and when.

**Tracker ID:**

Means the unique link (i.e. Tracker URL) and/or personalized ID which is used to identify client activities and calculate commission.

**Tracking URL:**

Refers to a specific hyperlink or another link tool which refers to our webpage as well as to every service via which you refer to potential clients for introducing and promoting the services of the Company.

## **Intellectual Property (rights):**

Means, but is not limited to: existing and future the Company patents, trademarks, logos, banners, creatives, design rights, brand names, commercial presentations, trade or business names (including domain names), registered designs, copyright (including rights applicable to computer software), rights to data bases, know-how, client lists, literature, business strategies, e-books, tables, charts, trade and other business secrets.

## **Trademark:**

Means the Company's registered Trademark, "Human Capital Pro", "HCPRO". HCPRO Human Capital Professional Education is a tradename of COME WITH ME EDUCATION LTD.

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## **2. Acknowledgement and Warranties**

- 2.1. The Partner acknowledges and confirms that (s)he is eligible able to enter into this Agreement and that is approved and /or authorized and /or qualified under his(her) local regulatory requirements to offer the services mentioned in this Agreement.
- 2.2. By accepting this Agreement, the Partner enters a legally binding contract with the Company.
- 2.3. If the person agreeing to this Agreement on behalf of a company or entity hereby represents and warrants that (s)he is authorized and lawfully able to bind that company or entity to this Agreement.
- 2.4. The Partner has completed the age of 18.
- 2.5. If the Partner is a company or other entity, the Partner is well repute, duly organized, valid and in good standing under the laws of the applicable jurisdiction.
- 2.6. If the Partner has been permitted by the company to act as an Educator, the Partner is not allowed to provide any educational services to the Company's clients without written permission, in example through email.
- 2.7. If the Partner has been permitted by the company to act as an Educator, the Partner is not allowed to use any Educational Programmes and educational material other than the Company's Educational Programmes and educational materials.
- 2.8. If the Partner has been permitted by the company to act as an Educator, the Partner is not allowed to use any teaching method other than the ones indicated by the Company and must follow all the Company's guidelines and schedule as per the Educational Programmes, Course Programmes, and their schedules.

- 2.9. The Partner is not an agent or employee or representative of the Company but only carries on operating as an independent contractor. The Partner is not allowed to use the Company's logo in any correspondence, business cards or on any electronic transmission etc. unless (s)he acquires prior written approval from the Company.
- 2.10. The Partner acknowledges that the Company reserves the right not to pay any commission generated to the Partner if there is strong suspicion that the Partner is unlawful, commits fraud or engages in illegal activities.
- 2.11. The Partner is not allowed to use instant messaging or email, or any other means except the unique referral link/Tracking URL and must not be in direct contact with the Prospective Client.
- 2.12. The Partner is responsible for the accuracy of all information sent via the internet.
- 2.13. The Company will not be liable for any loss, liability, or cost (including consequential loss) suffered or incurred by the Partner because of instructions given, or any other communication that has taken place via the internet.
- 2.14. The Company will not be liable for any loss or damages that may occur to any equipment or software due to any viruses, defects, or malfunctions in connection with the access to, or use of, the Company's website, Partner Program, or the Partner's means connected with the referral URL.
- 2.15. The Partner acknowledges and agrees that (s)he is responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of the Partner's business.
- 2.16. This Agreement together with any Addendums, Appendices or Annexes, as amended from time to time, set out the Terms & Conditions upon which the Company will offer the Partnership Program and shall govern the business relationship between the contracting parties.
- 2.17. This Agreement is non-negotiable and overrides any previous or other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise. If you do not agree to be bound by the Terms and Conditions of this Agreement, please cease using our services and inform us in writing immediately by sending an email to [info@humancapitalpro.com](mailto:info@humancapitalpro.com).
- 2.18. The Partner acknowledges that (s)he has read, understood, and accepted all terms and conditions contained in this Agreement without modifications.
- 2.19. Any breach by the Partner of any of the representations and warranties set forth or anywhere else in this Agreement renders the entire Agreement or any part of it voidable, in the Company's absolute discretion. The Company further reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company's services and/or Partner Portal and/or Partner's account.

### **3. Provision of Partner Services**

- 3.1. By accepting this Agreement, you agree to act as an intermediary of COME WITH ME EDUCATION LTD. In accordance with this Agreement, you will act as a mediator between the

company and prospective Client(s) for introducing and/or explaining either physically or electronically the services that COME WITH ME EDUCATION LTD is offering to its clients, and acting as a facilitator that will do all that is necessary for the qualified Client(s) to establish a long-term business relationship with the Company. This Agreement and the Payment Plan are deemed valid for the duration of your intermediary activities.

- 3.2. For the purposes of fulfilling his/her duties under this Agreement and with the aim to secure the conclusion of a business relationship between COME WITH ME EDUCATION LTD and Client, the Partner is entitled to proceed to the following actions:
  - Introduce and promote the products and services of Human Capital Pro to prospective Clients;
  - Provide information on Human Capital Pro and its products and services to prospective Clients;
  - Distribute to prospective Client(s) information regarding Human Capital Pro and its services, through presentations and/or educational seminars or advertising campaigns and events in accordance with the requirement and upon written consent of COME WITH ME EDUCATION LTD;
  - Facilitate explanation of Human Capital Pro business, policies and activities;
  - Assist the Company with respect to the presentation and introduction of the Company's products and services to prospective Clients;
  - Perform any other actions provided for or required by this Agreement or applicable legislation.
- 3.3. The Partner is granted a non-exclusive, non-transferable right to display the Company's mark and any banners as these will be approved by the Company to display on the Partner's website for the sole purpose of providing a link for the Partner's website to refer internet traffic to the Company's website.
- 3.4. The company shall be entitled to revoke this license at any time and at its sole discretion.
- 3.5. The Company's marketing materials, including but not limited to the logos, banners, and videos, should be clearly placed on the Partners' website or other online referral media or network with the purpose to redirect the prospective Clients to the Company's Website. You agree to display any of our Intellectual Property and marketing material on your website(s) solely for the purpose of marketing and promoting the Company's products and services.
- 3.6. The Partner acknowledges and agrees that (s)he will always use our Intellectual Property in a lawful manner and in strict compliance with the terms and conditions of this Agreement.
- 3.7. The company may, upon reasonable prior notice, instruct the Partner to cease using or displaying creative, promotional/marketing material or any other the Company Intellectual Property for any reason, at any time.
- 3.8. The Partner is required to obtain the Company's approval prior to uploading any information regarding the services or products offered by the Company and in the case where the Partner needs to change any Company related information that was initially approved.
- 3.9. To provide the prospective Client(s) with true, accurate and complete information regarding the Company, its activities, products and services;
- 3.10. To clearly inform the prospective Client(s) what is the business relationship between (a) the Partner and the Client and (b) between the Client and the Company;

- 3.11. To distribute any kind of informational material (i.e. presentations/educational seminars) in accordance with the Company's guidelines and prior written consent;
- 3.12. To always act in good faith, throughout the duration of this Agreement, and not make any false and/or misleading representation or statements with respect to the Company and/or the Partner Program and/or the Company's products and services and/or not engage in any other practices which may affect adversely the image, credibility or the reputation of the Company and its services.
- 3.13. To provide sufficient evidence of ownership of their blog and/or website and/or social media profile and/or of any other means used for his/her promotional/marketing activities as these may be requested from time to time by the Company.
- 3.14. Without prejudice to the obligations of the Partner under this agreement the Company is not responsible and has no liability for any advice or recommendation or decision provided by the Partner to the referred Client.
- 3.15. The Company shall have the sole discretion in accepting or rejecting the claim(s) of the Partner in the event of any disparity between the claim(s) made by the Partner and the Company with regards to the referred client.
- 3.16. The Company bears no responsibility in case referral links or access codes are used without authorization by any third-party.
- 3.17. The Company is not liable or responsible for any marketing or promotions initiated by the Partner and for any costs or charges or any damage or loss generated from such an activity.
- 3.18. The Partner undertakes the necessary precautions to ensure the confidentiality of all information that is accessible by him/her via the Partnership Program.

#### **4. Partner Payment Plan**

- 4.1 The Partner shall be entitled to receive the commission as set out in the Appendix attached hereto which forms an integral part of this Agreement.
- 4.2. Payment terms: Any payments and/or other fees due to the Partner in respect of Qualified Clients referred by the Partner will be made by the End of the Month. Each last day of the Month the Company checks the outstanding amount and proceeds in sending an order for the payment to proceed. The Partner understands and acknowledges that the time needed for the payment amount to be received depends on the payment provider and/or the bank.
- 4.3. Method of Payment: The Partner will be paid by Wire transfer upon request or through PayPal if a valid PayPal email address was provided to Human Capital Pro or through another payment solution provider.

#### **5. Provision of Information, Data and Protection**

- 5.1. The Partner shall promptly provide the Company with any information which the Company may request as evidence of the matters referred in the Agreement or to comply with

Applicable Regulations or otherwise and will notify the Company if there are any material changes to such information.

- 5.2. It is the Company's policy to take all necessary steps to ensure that personal data held, is processed fairly and lawfully in accordance with the Personal Data Law.
- 5.3. The Company holds personal data relating to the Partner in connection with the provisions of this Agreement except to the extent that the Company is required or permitted by law. Personal data provided to or obtained by the Company will be used for the purposes of this Agreement. The Company has the right without informing the Partner to inform any third parties or authorities regarding the Partner's personal information, transactions or any other information as it may deem necessary in the case where the Partner is directly or indirectly involved in fraud.
- 5.4. The Partner acknowledges, accepts, and agrees with the Company's "Privacy Policy" which is uploaded in the Company's website.

### **6. Amendments and Termination**

- 6.1. The Partner acknowledges that the Company reserves the right, at any time and under its sole discretion, to unilaterally amend, modify, update, or change any of the terms of this Agreement, Addendum, Appendices or Annexes. In such a case, the Company shall notify the Partner of the relevant amendments in the Agreement by giving five (5) business days written notice, prior to the amendments coming in force, or by posting the amendment Agreement on the Company's official website, by indication the date that the amended document will come into force.
- 6.2. All the amendments will come into effect ten (10) business days after the announcement/notice. It is the Partner's own responsibility to visit the company's website on a regular basis to ensure that (s)he is aware of the latest version of this Agreement.
- 6.3. In case where the Partner does not agree with the amended Agreement, (s)he is obliged to terminate the Agreement by notifying the company in writing within five (5) business days from the date that the amended Agreement comes into effect. If the Partner does not act within the five (5) day limit, his/her acceptance of the amended Agreement will be assumed, and the terms of the amended Agreement will apply to the Partner.
- 6.4. This Agreement may be amended from time to time and any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective.
- 6.5. Either party can terminate this Agreement by giving 5 business days written notice to the other party.
- 6.6. The Company reserves (and shall reserve) the right to terminate this Agreement without notice or any rights of the Partner that may fall under the provisions of this Agreement due to suspicion of the Partner engaging in activities involving malpractice, breach, failure, or other important events including liquidation or insolvency. Such termination will be in the sole discretion of the Company.



- 6.7. The company has the right to terminate the Agreement or suspend the payments of any commission due to the Partner if the referred Client has not met the conditions set out in this Agreement.
- 6.8. Upon termination of the Agreement, the Company warrants to pay the Partner any commission due to the latter as set out in this Agreement provided that the amount outstanding was generated from the proper fulfilment of the terms of this Agreement.

### **7. Partner Registration**

- 7.1. As part of the partnership on-boarding procedure, the Partner is required to provide us with the following identification documents: (a) Proof of Identity: that is a government issued passport and/or national identity card, AND (b) Proof of Residence: that is a scanned copy of a utility bill (such as water, gas, electricity, landline telephone or landline internet bill reflecting the Partner's full name, address, and date of issue. Please note that this document cannot be older than six (6) months.
- 7.2. The Partner agrees and understands that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person and/or a legal entity as our Partner until all the information and documentation we require have been received by us, properly and fully completed by such person and all internal Company checks (including and without limitation anti-money laundering checks or identification tests as the case may be) have been duly satisfied. The Partner further acknowledges that the Company reserves the right to impose additional due diligence requirements to accept such a person and/or a legal entity as a Partner.
- 7.3. The company will evaluate the Partner's application in good faith and will notify the Partner of the Company's acceptance or rejection in a timely manner.
- 7.4. The Partner must provide true, accurate and complete information to the Company, during the registration process and as these may be requested from time to time, about the Partner and his/her activities and/or blog and/or website and/or social media profile and/or any other information directly or indirectly related to the terms and conditions of this Agreement. In case the Partner provides false and/or inaccurate information and/or refuses to provide the requested information/documentation, the Company reserves the right to deny and/or reject the Partner application providing the Partner with a written notice to his/her registered email address.
- 7.5. Should there be any changes in any of the provided information (both personal and commercial) the Partner is obliged to inform us immediately in writing via email at [info@humancapitalpro.com](mailto:info@humancapitalpro.com) and without being asked to do so.
- 7.6. Once the Partner is successfully registered and approved by the Company, (s)he will be granted Access to the Partners' Portal and/or the Partners Area. For this site the Partner will be able to access information regarding his/her performance, commissions, fees and use the Company's promotional/marketing material to promote/market the Company's products and services to prospective Client(s).

## 8. Reports and Partner Payments

- 8.1. Reports: The Company registers and reports client activities to calculate the Partner commissions based on the payment plan selected by the Partner. The form, content and frequency of the reports may be changed by us from time to time, at the Company's sole discretion. As a rule, you will receive a monthly report with your payments, indicating the number of new Client(s) who have registered this month with the Tracker and the total amount payable to you (after deductions and set-offs in accordance with this Agreement). In addition, daily reports can be provided to the Partner online so that you can gain an overview of new clients via Tracker. We herewith exclude any liability for the accuracy or completeness of these reports.
- 8.2. Partner commissions: the Partner commissions will be paid out to you by the end of every month in accordance with the payment plan selected by you, after you have concluded the registration process and/or we have activated additional Trackers. We have the right not to accept the payment plan selected by you. Moreover, we may, at any time and after notification, transform any payment plan and any linked Tracker.
- 8.3. Retention after end of contract and fraudulent transactions: If we suspect fraudulent transactions, we may, at our sole discretion, delay the payment of your Partner commissions for up to one hundred and eighty (180) days, in order to investigate our suspicions and verify the relevant payments provided that:
- (i) there is justifiable and/or reasonable suspicion of a fraudulent action;
  - (ii) the Partner is given a fair hearing; and
  - (iii) even with all the means at the disposal of the Company, a clarification of the facts of the case is not possible.
- We are not obliged to pay Partner commissions to Client(s) whose identity is not verifiable or who could be associated with fraudulent transactions in some other way. Should we classify any action as fraudulent transaction, or in breach of this Agreement in any other way, we may, at our sole discretion: (i) Pay out the full amount of the Partner commissions; (ii) recalculate them in the light of the alleged fraudulent transaction; and/or (iii) require you to forfeit your future Partner commissions in respect of the fraudulent transaction (insofar as permissible).
- 8.4. Payment modality: All payments shall be made in EURO or in another currency of our choice. This applies regardless of which currency the Partner has transferred to his/her Tracker. The payment modality shall be at our sole discretion; however, we will try to accommodate your preferred payment modality within reasonable limits. Transfer fees as well as courier fees shall be borne by you and an appropriate amount shall be deducted from your Partner commissions. By way of precaution, it should be noted here that we are not obliged to reimburse either money changing fees or any transfer fees arising for the transfer of money into your Partner account.
- 8.5. Client Tracking: You agree that, in order for you to receive the Partner commissions, potential Clients for whom the company has approved to open an account(s)/sign-up, for which you actively mediated for the conclusion of an agreement between the company and the prospective Client(s), the Client must be linked to your Tracker ID or must use other codes approved by us, so that their activities can be tracked. Under no circumstances are we responsible if you do not use any Tracker or if the potential Client(s) do not use the system or

the referral protocol properly. By way of derogation from the rule stipulated here, we can, at our sole discretion, change the tracking system as well as the reporting format at any time.

- 8.6. Personal client account: If you register personally as a Client, you shall no longer have any rights to commissions or any other payments for the activities you undertake personally.
- 8.7. Right to challenge: Should you have any objections regarding the monthly reports or the accounting or the payment amount, such objections must be raised in writing via email to [info@humancapitalpro.com](mailto:info@humancapitalpro.com) and submitted to us within thirty (30) days from the provision of the report. With the expiry of this time limit, you acknowledge and thereby agree to the calculated amount as correct and forgo further payments for the accounting period. The right to challenge regarding the report or the payment amount is deemed to have been waived with the expiry of the aforementioned time limit, and you are not entitled to any claims in this respect. Furthermore, the encashment of a payment check, the acceptance of a payment or the acceptance of another payment shall be considered complete and final acknowledgment of the Partner commissions for the specified month. By way of derogation from the aforementioned, we reserve the right to correct any excess payments made in calculating of your Partner commissions at any time and to demand that you return the difference to us.
- 8.8 Taxation: The payment of taxes which accrue in connection with payments made to you is your sole responsibility. You are obliged to adhere to applicable laws and to pay any income tax or similar tax or social security contributions arising. This also applies to sub-Partners carrying out activities on your behalf. Should any sales- or turnover tax be payable, you are solely responsible for their declaration and payment. Unless otherwise agreed upon, payments made to you shall, in case of doubt, be inclusive of all value added, sales or turnover taxes to be imposed on them.

### 9. Termination

- 9.1. Termination by the Partner: You have the right to cancel/terminate this Agreement, for any reason, by giving to the Company at least five (5) business days written notice to the following email address: [info@humancapitalpro.com](mailto:info@humancapitalpro.com) with the subject "Partner Cancellation Notification", specifying the termination date as such. With the statement of cancellation, the participation in the Partner network ends automatically.
- 9.2. Termination by the Company: We have the right to cancel/terminate this Agreement, the entire contract or any individual provisions or cancel any individual Trackers for any reason, by giving to the Partner at least five (5) business days written notice to the email address that the Partner provided us with or via fax to the fax number that the Partner provided to us. Should we cancel/terminate the entire contract, we are entitled to automatically deactivate all trackers. By way of precaution, it should be noted here that, with the termination of this Agreement, you will no longer receive any Partner commissions. If we end a specific tracker, the remaining trackers will not be affected.
- 9.3. By way of derogation from paragraph 9.2. the Partner accepts that the Company reserves the right to terminate or suspend this Agreement immediately, without notice, in any of the following cases:
  - (a) The Partner violates or breaches any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented.

- (b) The Partner passed away.
- (c) There has been malpractice, deceit, failure, or other significant event, including liquidation, bankruptcy, insolvency, or winding-up proceedings, on the part of the Partner.
- (d) The Partner involves the Company directly or indirectly in any type of fraud.
- (e) Termination is required by any competent regulatory authority or body;
- (f) The Partner violated a law or a regulation to the jurisdiction to which he/she is subject to and/or the laws or the regulations of the Republic of Cyprus.
- (g) There is non-performance or low performance on the part of the Partner; specifically, if the Partner's account is inactive, his/her contract and participation in the Partner network ends automatically. Hereafter, inactive means that:
  - (i) The Partner did not generate enough Partner commission for initiating a payment into his/her Partner account, or that no monies were paid out to the Partner within 180 (one hundred and eighty) days or more (by a withdrawal or a transfer to a client account); or
  - (ii) the Partner did not introduce any new clients within 100 days through his/her intermediary services: or
  - (iii) the Partner did not respond to any of the verification messages sent to him/her within a reasonable period. In the event of an automatic ending of the contract, all the cash resources remaining in the Partner account pass to us.

9.4. Should the Company elect to suspend this Agreement, instead of terminating it, during such period of suspension, it will have the right to hold back the payment of Partner commissions. As soon as the suspension is lifted, all the retained Partner commissions will be paid to you.

9.5. Effect of termination: the termination of this Agreement shall not in any case affect any of the Partner's obligations and responsibilities which have arisen or any existing commitments or any contractual provision(s) which were intended to remain in force after the termination and in event of termination the following provisions shall apply:

(a) The Partner must stop all his/her intermediary services including any promotional/advertising of the company webpage(s), and all rights and licenses which were granted to the Partner under this Agreement shall automatically end.

(b) The Partner must remove and immediately stop the use of any links, licensed materials and any other names, trademarks, symbols, copyrights, logos, designs or any of our copyrighted names or files or documents developed, licensed, or created by us or provided by us.

(c) The Partner is obliged to return to the Company any marketing materials used to promote the Company's products and services (e.g.: banners, logos, text, newsletters etc.) and/or promotional marketing giveaways. In the case where the Partner maintains a website and is using any Company marketing materials, he/she is obliged to immediately withdraw such materials upon termination of this Agreement.

(d) The Partner must return any confidential information and stop use of all our brands, as well as our advertising material.

(e) We reserve the right, at our discretion, to continue to operate, reroute or deactivate trackers, without this resulting in any obligation for us to pay the Partner any amount for Clients who we acquire in the process.

(f) With the settlement of the amount due on the date of termination of the contract all our contractual obligations are deemed fulfilled we shall not have any further obligations to the Partner.

## **10. Liability**

10.1. Representations and Warranties: The company makes no express or implied representations or warranties and/or do not extend any warranties or binding declarations (whether explicit or implicit or in any other way) regarding of our Partner network, our webpage(s), our website or any content, products or services which are offered there or are related thereto, or that our pages, the website, the system, network, software or hardware (or that made available to us by third parties) are faultless or without disruptions or with respect to the quality, marketability, individual suitability or suitability in respect of the foregoing unless explicitly otherwise regulated in this agreement, all kinds of warranties, binding declarations, implicit terms and conditions are debarred as far as legally permissible.

## **11. Communication**

11.1. Any communication or written notice by the Partner to the Company shall be given in writing to the email address: [info@humancapitalpro.com](mailto:info@humancapitalpro.com). Each communication sent by e-mail is deemed to have been received on the earlier of the dispatch of a confirmation of receipt or 24 hours after the transmission depending upon which is earlier.

11.2. The Partner must provide genuine contact information, for Partner managers to communicate effectively. Should the Partner fail to provide genuine contact details or is not responding to requests from their account manager to communicate over a three (3) month period, the company retains the right to terminate this Agreement or suspend the Partner account. During the suspended period, the Partner will not earn any commission generated during this time and the portfolio of the Partner's clients will stay in the Partner's account.

11.3. Relationship of The Parties in the Agreement are independent contractors. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the Partner and the Company in the form of an association, partnership, joint venture, employment, agency, representative, branch office or franchise between the Parties or impose any liability attributable to such relationship upon either Party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or bind the other party in any way (this includes representation or guarantee, debt assumption of an obligation or liability and/or the exercise of any right or power of attorney), unless explicitly provided for in this Agreement.

## **12. Governing Law and Jurisdiction**

- 12.1. The Partner accepts that this Agreement and all transactional relations between the Partner and the Company shall be deemed to have been concluded in Cyprus and is subject to the Laws of the Republic of Cyprus and must be interpreted in accordance therewith. You irrevocably agree that the competent courts for the settlement of any disputes which may arise from this Agreement between the parties shall be the district court(s) of the Republic of Cyprus. You hereby relinquish the right to object to the lack of territorial or subject-matter jurisdiction of a court.
- 12.2. This clause does not deprive us of the right to lodge a complaint against you in any other court of jurisdiction, nor does it deprive us of the option to lodge a complaint in other jurisdictions in the event of a complaint covered by one or more jurisdictions, regardless of whether this happens at the same time, as long as that jurisdiction's law permits it.

### 13. Entire Agreement

- 13.1. This Agreement constitutes the entire Agreement and the related consensus between the parties regarding the object of this Agreement and supersedes all previous or subsequent verbal or written agreements or understandings between or among the parties hereto with respect to the subject-matter of this Agreement, except for the modifications to the agreement offered by the Company.
- 13.2. Each of the parties acknowledges and agrees that the conclusion of this agreement does not imply any statement, declaration, guaranteed assurance, agreement, declaration of obligation, promise or assurance (whether issued intentionally or unintentionally) by any party (whether a party to this agreement or not) which is not explicitly stipulated in this agreement. Each of the parties irrevocably and unconditionally relinquishes all claims, rights, and damages which, except for this clause, it could assert in connection with the aforementioned. Nothing in this section should limit or exclude a liability for fraud.
- 13.3. The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement or its interpretation.

Last updated on September 21st, 2021

COME WITH ME EDUCATION LTD

Tradename: HCPRO Human Capital Professional Education

Zirichis, 2nd Floor, Flat/Office 301, 3048, Limassol, Cyprus,

Telephone: +357 70087075, email: [info@humancapitalpro.com](mailto:info@humancapitalpro.com),

Website: [www.humancapitalpro.com](http://www.humancapitalpro.com)

## Appendix 1: Payment Plan / Commission Scheme

The Partner will be entitled to the following compensation scheme when the Referred Client has been converted to a Qualified Client and paid for the provision of the Company's service or product.

Revenue Share Commission: **30%** of Service price, per service or product purchased.

Example – Lead Conversion and Commission Generation Steps:

- 1) The Partner places carefully the referral media to redirect prospective clients to the Company's website and services.
- 2) The Referred Client decides to purchase Human Capital Pro service. As soon as the payment is verified, commission **30%** of the amount paid is generated and recorded.
- 3) The Partner will receive any commission outstanding, generated by this operation, by the end of each month.

If the Partner is permitted to act as an Educator by the company, the Partner will be entitled to the following compensation scheme when the Partner is providing educational services to the Company's Qualified Client.

Revenue Share Commission: **40%** of Service price, per service or product purchased.

Example –Commission Generation Steps:

- 1) The Partner provides educational services based on the Company's Educational Programme, educational material, and guidelines.
- 2) The Partner will receive any commission outstanding, generated by this operation, at the completion of each Educational Programme, or by the end of the month provided that the Educational Programme has been completed within that month.

## Appendix 2: LIST OF ACCEPTABLE AND NON-ACCEPTABLE COUNTRIES

### **(a) Acceptable Countries to target clients**

#### Cross Border Services to Member States

- Austria • Bulgaria • Croatia • Czech Republic • Denmark • Estonia • Finland • France,
- Germany • Greece • Hungary • Iceland • Ireland • Italy • Latvia • Lichtenstein • Lithuania • Luxembourg • Malta • Norway • Poland • Portugal • Romania • Slovak • Republic • Slovenia • Spain
- Sweden • The Netherlands • United Kingdom

#### Cross Border Services to Countries outside EU

- Albania • Andorra • Angola • Antigua and Barbuda • Argentina • Armenia • Australia • Azerbaijan • Bahamas • Bahrain • Bangladesh • Barbados • Belarus • Belize • Brazil • Brunei • Cameroon • Chile • China • Colombia • Costa Rica • Cote d'Azur • Dominican • Republic • Egypt • FYROM (Macedonia) • Georgia • Greenland (Danish Territory), • Guatemala • Hong Kong • India, Israel • Jamaica • Jordan • Kazakhstan • Kenya • Korea, • South • Kuwait • Kyrgyzstan • Lebanon • Malaysia • Maldives • Mexico • Moldova • Monaco • Mongolia • Montenegro • Morocco • Namibia • New Zealand • New • Caledonia • Oman • Panama • Paraguay • Peru • Philippines • Qatar • Russia • Saint • Vincent and the Grenadines • San Marino • Saudi Arabia • Serbia • Seychelles • Singapore • South Africa • Sri Lanka • Swaziland • Switzerland • Tanzania • Thailand • Tunisia • Turkey • United Arab Emirates • Uruguay • Venezuela • Viet Nam • Virgin • Islands • Zimbabwe

### **(b) Non-acceptable countries to refer clients from**

- Afghanistan • Algeria • Bosnia and Herzegovina • Belgium • Canada • Crimea • Cote D'Ivoire • Democratic People's Republic of Korea (DPRK) – North Korea • Guyana • Iran • Iraq • Lao People's Democratic Republic • Myanmar • Papua New Guinea • Sudan • Syria • Uganda • Ukraine • United States • Vanuatu • Yemen