



MAKE IT KLIIR

CONTRACT PROPOSAL FOR THE RESALE OF PREPAID PACKAGES

By means of this deed, drafted in two original versions

- ▶ InnovaLang Srl, with registered office in corso Monte Grappa 42, VAT and Tax Code no. IT10915620016, hereby represented by the legal representative Federico Perotto, hereinafter referred to as 'InnovaLang'

and

- ▶ *BUSINESS NAME
OF DEALER* _____,

with registered office in *PLACE* _____

ADDRESS _____,

VAT no. _____,

hereby represented by the legal representative,

NAME _____

SURNAME _____,

hereinafter referred to as the 'dealer'

agree and enter into the following.

WHEREAS

- InnovaLang manages an online interpreting service through the Kliir trademark, on different language combinations, accessible via telephone channel and/or via mobile app;
- the dealer operates in the Travel & Tourism sector and is interested in adding the services offered by InnovaLang to the services which it provides to its customers;
- InnovaLang intends to give the dealer the opportunity to include, within its sales packages, the interpretation services promoted by InnovaLang, in relation to the services that the dealer distributes to its customers.

the parties agree as follows:



Article 1 – Recitals and annexes

1. The recitals and annexes form an integral and substantial part of this contract.
2. The agreements contained in this contract and in its annexes constitute the entire agreement between the parties and replace any previous oral or written agreement relating to the same subject matter.
3. No amendments may be made to this contract or its annexes without the written agreement of the parties.

Article 2 – Communications

1. The parties declare to elect domicile for the purposes of this contract at their respective registered offices, as specified in the recitals.
2. Any communications relating to this contract must be written in Italian and sent to the parties' respective registered offices, as specified in the recitals, sent by hand delivery countersigned for receipt or by registered letter with return receipt or in an equivalent form or by certified e-mail (*'posta elettronica certificata'*) in accordance with Italian Presidential Decree no. 68 of 11 February 2005 for proof of receipt.
3. Each party undertakes to promptly communicate any changes to the registered office or the certified email address.

Article 3 – Scope

1. The scope of this contract is the granting by Innovalang to the dealer of the right to include in its offer the interpretation services promoted by Innovalang through the Kliir trademark, according to the following modalities:
 - Slots of 5 and 10 minutes of telephonic interpretation to the customer through the Kliir platform at the prepaid end-price of respectively EUR 10 and 20 (including VAT), to be included in the packages sold to its customers.

The aforementioned mandate is granted without the powers of representation, so that the dealer will enter into sales contracts for the Products on behalf of Innovalang but in its own name.

Article 4 – Term

1. This Contract shall enter into force on the date of its signature and shall be valid and effective for one year.
2. This Contract shall be automatically renewed for successive periods of one year, unless terminated by either Party within 90 days before its expiry.
3. This is without prejudice to the either party's right of withdrawal, upon expiry, to be exercised in accordance with the procedure set forth under Article 9 below.

Article 5 – Prices and payment methods

1. In the packages referred to in Article 3, the dealer will apply to its customers an end-sale price of EUR 10 or EUR 20 (including VAT). These prices may be changed at any time by agreement between the dealer and Innovalang.

- For each package sold, the dealer will pay InnovaLang an amount of respectively EUR 6.6 or EUR 13.2, so that, after deducting the service costs of respectively EUR 5 or EUR 10/package, a 50% margin split will apply.
- Details of the breakdown of costs referred to in the above point are indicated in the table below.

	10 minutes package Value EUR	5 minutes package Value EUR
Sales price within the packages	€ 20.0	€ 10.0
Price net of VAT at 22%	€ 16.4	€ 8.2
Cost of providing the service	€ 10.0	€ 5.0
Margin	€ 6.4	€ 3.2
Dealer 50% portion	€ 3.2	€ 1.6
InnovaLang 50% portion	€ 3.2	€ 1.6

- InnovaLang will invoice the dealer, on a monthly basis, for an amount equal to the amount collected during the month. Payment by the dealer will be by means of bank transfer with payment 30 days from the end of the month in which the invoice is issued.

Article 6 – Non-exclusivity

InnovaLang retains the right to promote telephonic interpreting or to enter into sales commission agreements (e.g. on the B2C channel) or other commercial agreements with similar parties.

Article 7 – Obligations of InnovaLang

InnovaLang undertakes to activate the dealer's customer service in the shortest possible time, and in any case before the customer's journey takes place, following sales communication from the dealer.

InnovaLang also undertakes to provide accurate and timely information and update support.

Article 8 – Obligations of the dealer

The dealer undertakes, once the sale has taken place and at least once a day, to promptly communicate to InnovaLang the information necessary to register the sale and activate the service for its customers.

The dealer undertakes, for the entire term of this Contract, not to develop, market or organise the sale, whether directly and/or indirectly, of products competing with the services of InnovaLang.

The dealer undertakes to illustrate to the buyers, at the time of sale, information on the operation and the terms and conditions of use, possibly leading the buyers themselves to visit the website www.kliir.com.

The dealer will periodically share sales forecasts for the following periods. This sharing is in no way an obligation or a sales target, but it is a useful element for InnovaLang to better prepare and size its service.

Article 9 – Prohibition of assignment of the contract

Any assignment, even partial, of this contract and of the rights deriving from it is prohibited, without the specific written consent of the other party.

Article 10 – Effects of termination of the contract

1. Upon termination of the contract, irrespective of the reasons for termination, the dealer is required to cease selling in its packages the service promoted by InnovaLang.
2. However, InnovaLang will continue to guarantee registered customers continuity of access and use of the Kliir platform up to the consumption of the pre-paid minutes.

Article 11 – Confidentiality

Each party undertakes to maintain the commercial terms and conditions and any information it may learn as a result of this Contract strictly confidential.

Article 12 – Expenses

1. All costs and expenses incurred by the dealer in marketing, selling and distributing the packages in question shall be borne by the dealer, including those relating to advertising and promotion, without prejudice to any express agreements between the parties.
2. Any registration fees for this Contract, in case of use, will be borne by the party for which the need for registration arose.

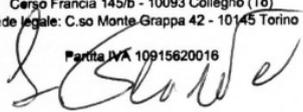
Article 13 – Applicable law and dispute resolution

1. For any issues not expressly provided for or governed by this Contract, reference shall be made to the provisions of the Italian Civil Code.
2. Any disputes arising from this Contract, including those relating to its application, existence, validity, cessation, interpretation, execution and termination, shall be submitted to the Conciliation Service provided by the Chamber of Commerce of Turin for a prior attempt at mediation.
3. If mediation is not successful, the disputes will be exclusively referred to the Court of Turin, thus excluding the jurisdiction of any other court.

Article 14 – Processing of personal data

1. The parties give reciprocally consent to the processing of their personal data, which they undertake to process in accordance with Article 13 of EU Regulation 2016/679 (GDPR 2016/679).
2. The parties also undertake to strictly comply with the principles and precepts of the aforementioned law with reference to any other personal data, including that of third parties, collected, stored, communicated, disseminated or otherwise processed in compliance with or as a result of this contract, guaranteeing in particular the scrupulous compliance with the provisions concerning security, consent and information relating to the data subject concerned.
3. The privacy policy relating to the processing by InnovaLang of personal data of customers of the dealer is published on the website www.kliir.com.

Turin

InnovaLang	The dealer, for acceptance of the above
<p>InnovaLang Srl Corso Francia 145/b - 10093 Collegno (To) Sede legale: C.so Monte Grappa 42 - 10145 Torino Partita IVA 10915620016</p> 	<p>.....</p>