



Referrer Agreement (Contract)

concluded between

Avataris GmbH – represented by its Managing Director Michael Schögggl, Lange Gasse 30/2/11, 8010 Graz, Austria
- called "startup" in the following -

and

- hereinafter called "referrer" –

Preamble

The Austria-based startup "Avataris" develops photorealistic, customizable, AI-powered and fully interactive Digital Humans that can be used in chatbots, digital assistants, games, XR-training and -meetings, CGI films or videos and the Metaverse and Web 3.0 in general.

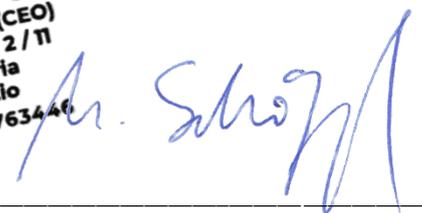
To finance the project, the startup is dependent on investors, and it would also benefit greatly from income from the first B2B transactions and partnerships. In order to extend its own reach and increase the chances of finding suitable investors or B2B partners/customers, the startup offers the referrer a fee for a successful mediation.

§ 1 Contract details

1. The referrer has no obligations towards the startup, his support is entirely voluntary.
2. If the referrer manages to connect the startup with an investor or B2B partner/customer in such a way that financial income for the startup - e.g. in the form of an investment or income from a B2B transaction - results directly from these efforts, he is entitled to a fee of x% of the income made possible by him as commission.
3. The percentage of the referral fee ("x%") depends on the amount of the investment or B2B order. Up to €200,000 5% is granted, for the sum between €200,000 and €500,000 4% is granted and from €500,000 3% is granted.
4. The payment of x% of the income to the bank account specified by the referrer must be made by the start-up within 3 months of receipt of the income. The referrer is obliged to confirm the receipt of the fee in writing and to completely refrain from further claims (except those in point 5).
5. In the case of an investment, only x% of the first investment shall be determined as the referrer fee, but not subsequent investments made more than 3 months later (partial payments are not subsequent investments). In the case of B2B transactions, the fee applies to all income received from this in the first year after the first payment.
6. The possibility of two referrers receiving x% each as a referrer fee is expressly excluded, in case of doubt the referrer who has made the more significant - or if this remains unclear or a point of dispute - the latter contribution to the successful mediation would be preferable.
7. Any amendments or supplements to this contract must be made in writing, whereby the written form requirement can only be waived in writing. Verbal ancillary agreements do not exist. Should individual clauses of this contract be invalid and/or unenforceable in whole or in part, this shall not affect the validity of the remaining clauses. Both contracting parties undertake to replace the ineffective and/or unenforceable clause by another clause which comes as close as possible to the purpose of the ineffective/unenforceable provision and which in turn is effective.
8. Place of jurisdiction is Graz; the application of Austrian law is expressly agreed.

Graz, on 23.01.2023

 **AVATARIS**
Michael Schögggl (CEO)
Lange Gasse 30 / 2 / 11
8010 Graz, Austria
office@avataris.io
ID: 518133k | VAT: ATU74763446



(Referrer Name)

Michael Schögggl (CEO Avataris GmbH)