

# Referrer Agreement (Contract)



concluded between

Avataris GmbH – represented by its CEO Michael Schöggel, Lange Gasse 30/2/11, 8010 Graz, Austria  
- called "Avataris" in the following -

and

\_\_\_\_\_   
- hereinafter called "referrer" –

## Preamble

Avataris, an Austrian technology company, specializes in developing realistic, AI-powered Digital Humans for applications such as chatbots, digital assistants, games, XR training, CGI films, and the Metaverse. With a focus on serving business clients, Avataris creates customized AI employees and chatbots tailored to their specific needs. To enhance its growth, Avataris offers referral incentives, rewarding mediations and expanding its market presence.

## §1 Contract Details

- Voluntary Support:** The referrer has no obligations towards Avataris; their support is entirely voluntary.
- Entitlement to Commission Fee:** If the referrer successfully connects Avataris with a B2B partner/client, resulting in income from a B2B transaction, they are entitled to a commission fee based on the introduced income.
- Proof of Initiation:** A successful connection requires proof of initiation, such as an email involving all parties or confirmation from the B2B client. The referrer is not obligated to be further involved beyond the introduction. Self-driven efforts to enhance the chances of a deal are entirely optional.
- Referral Fee Structure:** The referral fee for B2B clients is structured as follows:
  - The minimum fee is €5,000.
  - For B2B-client income up to €50,000, a fee of 20% of the income amount is granted.
  - For B2B-client income above €50,000, an additional fee of 10% is granted, calculated based on the income amount exceeding €50,000.
- Time Limit for Referral Fee:** The referral fee applies to the income received from the referred B2B client within the first year after the initial income payment from the client.
- Referrer Fee Payment Period:** Avataris shall make the payment of the referral fee to the bank account specified by the referrer 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).
- Exclusion of Competition:** Only one referrer is eligible to receive a fee for the same B2B client. In cases of uncertainty, preference is given to the referrer who significantly contributed to the successful mediation, such as through personal connections or warm approaches rather than mass emails with a cold approach. If any ambiguity remains, the B2B client has the final authority to determine the fee allocation. Avataris and any directly connected companies, including sister companies, will not compete with the referrer and agree not to engage directly with the referred B2B client without first confirming the validity of the referrer's mediation. If Avataris can provide evidence that the B2B client already expressed interest in Avataris' offers before the referrer's involvement, the referrer's mediation will be rejected.
- Contract Duration:** This contract and its conditions are valid until the end of 2023, after which they automatically expire. To continue the engagement, a new contract must be negotiated. Avataris cannot terminate the contract. The referral fee covers all B2B income resulting from the referrer's successful referrals, supported by proof of successful referral, made before the end of 2023.
- Limitation of Liability:** Except in cases of willful misconduct or gross negligence, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising from the referral agreement.
- Amendment and Severability:** Any amendments or supplements to this contract require written form and can only be waived in writing. Verbal ancillary agreements do not hold validity. If any clause of this contract is deemed invalid or unenforceable, it shall not affect the validity of the remaining clauses. Both parties agree to replace the ineffective or unenforceable clause with a provision that serves the same purpose to the extent permitted by law.
- Dispute Resolution:** Any disputes arising from or related to the referral agreement shall be resolved through binding arbitration or mediation. Both parties agree to engage in the resolution process in good faith.
- Applicable Law and Jurisdiction:** The jurisdiction for any legal matters is Graz, and the application of Austrian law is expressly agreed upon.

Graz, on \_\_\_\_\_ 2023

\_\_\_\_\_  
(Referrer Name)

\_\_\_\_\_  
Michael Schöggel (CEO Avataris GmbH)