

Partner agreement

Terms version 2026.4

BETWEEN

Stratagentic AS

org. no 936 714 250 MVA

Lervigbrygga 109, 4014 Stavanger, Norway

referred to as "Stratas"

AND

Name

Org. no, or private individual

Address

referred to as "the Partner"

CONTENTS

- | | | | |
|----|--------------------------------|----|--|
| 1 | Definitions and interpretation | 11 | Independent parties |
| 2 | What this agreement covers | 12 | What the Partner may say about Stratas |
| 3 | How a referral is registered | 13 | Liability |
| 4 | What the Partner earns | 14 | Force majeure |
| 5 | Other partners in the circle | 15 | Term and termination |
| 6 | What the Partner can see | 16 | When the agreement ends |
| 7 | Confidentiality | 17 | Assignment |
| 8 | Settlement and self-billing | 18 | Changes |
| 9 | Material and work product | 19 | Entire agreement |
| 10 | Personal data | 20 | Governing law and disputes |

1. Definitions and interpretation

- 1.1 In this agreement, "Referral" means a business the Partner has registered in kretsen under clause 3, "Client" means a business that enters into an agreement with Stratas following a Referral, and "Collected revenue" means what a Client has actually paid Stratas, excluding VAT.
- 1.2 "kretsen" is the service in which this agreement is signed and Referrals are registered and followed. "In writing" includes email.
- 1.3 The agreement is written in Norwegian and English. Where the two differ, the Norwegian text prevails.

2. What this agreement covers

- 2.1 The Partner introduces Stratas to businesses the Partner believes would benefit from what Stratas delivers. The Partner is under no obligation to introduce anyone, and Stratas is under no obligation to accept an introduction.
- 2.2 The agreement entitles the Partner to a fee when an introduction leads to a paying client. It gives no entitlement to a fee for time, meetings or work in themselves.
- 2.3 The agreement gives no share in Stratas's business or in any part of it, beyond the fee under clause 4.

3. How a referral is registered

- 3.1 A referral counts once the Partner has registered the business in kretsen before Stratas has held its first meeting with it. Stratas accepts or declines the referral, and the answer appears in kretsen with its date.
- 3.2 Where the same business is registered by more than one partner, the first registration stands. If Stratas is already in dialogue with the business, Stratas says so when it is registered.
- 3.3 An accepted referral stays attributed to the Partner for 12 months from registration. If the business signs after that, the referral no longer carries a fee, and the business may be registered again.

4. What the Partner earns

- 4.1 Stratas pays the Partner 15 % of collected revenue excluding VAT from each client an accepted referral has led to.
- 4.2 The fee runs for 12 months from the client's first paid invoice, and is counted per client.
- 4.3 Only amounts actually collected carry a fee. If an invoice is credited, or never paid, the fee for that amount falls away. Where a fee has already been paid on an amount that is later credited, it is deducted from the next settlement.

5. Other partners in the circle

- 5.1 Stratas is the one who invites people into the circle. If the Partner wants someone in, the Partner tells Stratas, who decides and sends the invitation.
- 5.2 Each partner earns on their own referrals. What another partner earns is that partner's, and nothing is deducted from either of them. The fee under clause 4 covers the Partner's own referrals.

- 5.3 Stratas may later give the Partner a share of what partners Stratas invites on the Partner's recommendation earn. If so, it is done by a new version of the agreement under clause 18.
-

6. What the Partner can see

- 6.1 In kretsen the Partner sees every referral the Partner has registered, what Stratas answered and when, the agreement in the version that applies, and every version the Partner has signed before.
- 6.2 With each settlement under clause 8 the Partner receives a written statement per client: what the client has paid in the period, what the fee is computed on, and what it comes to.
- 6.3 Where the fee is computed on profit, the profit is Collected revenue from the client less the direct costs of delivering to the client: purchases, subcontractors, travel and Stratas's own hours at 600 kr per hour. The hourly rate is fixed and can only be changed under clause 18.
- 6.4 The Partner may ask to see the documentation behind a statement, and Stratas shows it within fourteen days.
-

7. Confidentiality

- 7.1 Everything the Partner learns through kretsen or the cooperation about Stratas's clients, prices, costs and margins is confidential. The Partner does not share it, and the obligation continues after the agreement ends.
- 7.2 The access granted under clause 6 exists so the Partner can check their own settlement. It is granted for no other purpose.
- 7.3 The obligation does not cover information that is public without the Partner having made it so, or that the Partner is required by law to disclose.
-

8. Settlement and self-billing

- 8.1 Settlement happens every quarter, in arrears, for amounts collected during the period.
- 8.2 Stratas issues the settlement document in the Partner's name under the Norwegian bookkeeping regulation § 5-2-1 third paragraph e. The Partner consents to this by signing the agreement, and may withdraw that consent in writing on one month notice. The Partner receives each settlement document in writing for review before it is booked, together with the statement under clause 6.

- 8.3 The Partner states whether their business is in the Norwegian VAT register, and says so if that changes. Where the Partner is a private individual, no VAT is charged and Stratas reports the payment as a fee.
-

9. Material and work product

- 9.1 Material, text, offers and anything else Stratas creates or puts in kretsen belongs to Stratas. The Partner may use it under clause 12 for as long as the agreement runs.
- 9.2 What the Partner creates for Stratas under the agreement, such as presentations, client lists and draft offers, belongs to Stratas once delivered, and Stratas may use it freely. The Partner keeps the Partner's own expertise, tools and whatever the Partner had before.
-

10. Personal data

- 10.1 When the Partner registers a contact, the Partner provides a name, a role and a business. The Partner passes on only information the Partner has a lawful basis to share, and is to have told the contact that the introduction is being made.
- 10.2 Each party is the data controller for the personal data it processes itself. Stratas is the controller for the information once registered in kretsen, uses it only to follow up the referral, and deletes it when a referral closes without becoming a client relationship.
-

11. Independent parties

- 11.1 The Partner is an independent contractor and not an employee of Stratas. The Partner decides working hours, place and method, uses the Partner's own tools, and takes no instructions on how the work is carried out.
- 11.2 The Partner cannot enter into agreements, give undertakings or take on obligations on Stratas's behalf.
- 11.3 The agreement is not exclusive. Either party is free to enter into similar agreements with others.
- 11.4 The Partner is responsible for tax, duties, insurance and pension relating to what the Partner earns under the agreement.
-

12. What the Partner may say about Stratas

- 12.1 The Partner may use the material Stratas puts in kretsen.

- 12.2 The Partner does not promise price, timing or results beyond what that material states. Where something is unclear, the Partner asks Stratas before passing it on.
-

13. Liability

- 13.1 A party that fails to perform the agreement is liable for the direct loss the other party suffers, where it is caused by negligence. Neither party is liable for indirect loss, such as lost profit or lost clients.
- 13.2 Each party's total liability under the agreement is limited to the fees paid or payable under the agreement in the twelve months before the loss arose.
- 13.3 The limitations do not apply to loss caused intentionally or by gross negligence, to a breach of clause 7 or 10, or to fees payable under the agreement.
-

14. Force majeure

- 14.1 A party is not liable for failing to perform the agreement where the cause lies outside its control and it could not reasonably have foreseen or avoided it, such as war, natural disaster, strike or a prolonged failure of public infrastructure. The party gives notice as soon as possible.
- 14.2 If the impediment lasts more than three months, either party may end the agreement with immediate effect. Fees already earned are paid.
-

15. Term and termination

- 15.1 The agreement runs from signature until either party ends it in writing on one month notice.
- 15.2 If a party is in material breach of the agreement, the other party may terminate it with immediate effect. Where the breach can be remedied, the party must first have received written notice and fourteen days to remedy it.
-

16. When the agreement ends

- 16.1 Referrals Stratas accepted before the agreement ends carry their fee for the full period under clause 4, including after it ends.
- 16.2 The Partner stops using Stratas's material, and deletes contact details and confidential information from the cooperation, except what the Partner is required by law to keep.
- 16.3 Clauses 6, 7 and 8 apply for as long as a fee is running, and clause 7 continues after that.

17. Assignment

- 17.1 Neither party may assign rights or obligations under the agreement without the other's written consent. Stratas may nonetheless assign the agreement to whoever takes over the part of the business it concerns, and then notifies the Partner in writing.

18. Changes

- 18.1 The agreement is changed by Stratas entering new terms in kretsen and the Partner signing the new version. Until the Partner has signed, the previous version applies unchanged.
- 18.2 A change applies going forward. It has no effect on referrals Stratas has already accepted.
- 18.3 Previously signed versions are kept in kretsen, and both parties can read them.

19. Entire agreement

- 19.1 This agreement, in the version the Partner last signed in kretsen, is the entire agreement between the parties on its subject, and replaces anything the parties have previously agreed on the same.
- 19.2 If a provision is invalid, the rest of the agreement stands. The parties then replace the provision with a valid one as close to the original as possible.
- 19.3 Notices under the agreement are given in writing to the email address the parties have registered in kretsen.

20. Governing law and disputes

- 20.1 Norwegian law governs the agreement.
- 20.2 If the parties disagree, they will first try to resolve it by negotiation. If that fails within thirty days, they will attempt mediation by a mediator they agree on. If they cannot agree on a mediator, or mediation fails within sixty days, either party may bring the matter before the ordinary courts.
- 20.3 Stavanger District Court is the agreed venue, see section 4-6 of the Norwegian Dispute Act.

STRATAS

THE PARTNER

Stratagentic AS

The terms were set by Stratagentic AS and sent
to the Partner in kretsen.

The Partner's signature

The agreement is signed in kretsen. The signature is recorded with a name, a date
and the terms version, and is at the same time the written consent to self-billing.