

## AGENT AGREEMENT CONTRACTING PARTIES AND CONTACT PERSONS

### **WIZARD OF TIME, Lanac d.o.o., hereinafter "Principal":**

Črna vas 218

1000 Ljubljana, Slovenija

VAT# 85233625

Contact person Miha Berčič, time@wizaroftime.online / +386 51 354 443

....., **referred to as "Agent":**

.....(address)street, no

.....(address) PO, Town/City, State/Country

VAT# .....(if)

Contact person .....email:.....

mobile/Viber/Whatsapp/.....

### **1. SUBJECT OF THE AGREEMENT**

1.1 The Agent will take steps as Principal's non-exclusive sales agent on a fee basis to search for potential clients, which potential clients are in need of the Principal's services that can be carried out as part of its activities.

1.2 The assignment shall be deemed as fulfilled if Clients, which were directed by the Agent to the Principal in accordance with paragraph 1.1 of this Agreement, have entered into an agreement with the Principal and/or made a payment.

1.3 The Agent is an independent service provider and shall not be considered to be an employee of the Principal. Nothing contained in this Agreement shall be construed as making the parties joint ventures or partners, or as granting either party the authority to bind or contract any obligations in the name of or on account of the other party or to make any representations, guarantees or warranties on behalf of the other party. The Agent is responsible for handling all taxes, social cost, pension, insurance and other similar charges.

### **2. OBLIGATIONS OF THE PARTIES**

2.1.The Agent is obliged:

2.1.1. In accordance with the request of the Principal to search for potential clients of the Principal - legal bodies and introduce them to the Principal.

2.1.2. To provide data about the potential clients and clients for the Principal to the extent required.

2.2. The Principal is obliged:

2.2.1. To provide for the Agent necessary, reliable information about the conditions of the provision of its services to comply with this assignment.

2.2.2. To provide for the Agent necessary sales marketing materials. Confidential 1/3

### **3. AMOUNT OF REMUNERATION AND PROCEDURE OF MUTUAL EXCHANGES**

3.1. The amount of remuneration under this Agreement is a nominal value of 6.39 EUR(six EUR and thirtynine Cents) of each sale for the first project for each new client, and 10% of net price ( without eventual VAT applied) for all the following projects for 2 years after the first project sales.

3.2. The payment of remuneration to the Agent will be made by transfer of Principal's funds to the Agent's current account.

3.3 The payment to the Agent will be made within 14 days after receiving the client's payment.

### **4. RESPONSIBILITY OF THE PARTIES**

4.1. For any non-fulfilment or improper fulfilment of obligations under this Agreement, Parties will bear responsibility in accordance with current legislation of Slovenija, EU.

4.2. Unless otherwise stated in this Agreement, neither Party will be liable to the other party for any loss of anticipated profits or for any other indirect, incidental or consequential damages arising from any breach of this Agreement by such Party, even if such Party is notified of the possibility of such damages, except if caused by intentional misconduct or gross negligence.

### **5. SETTLEMENT OF DISPUTES**

5.1. All disputes between the parties, arising during the term of this Agreement will be primarily settled by negotiations.

5.2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

5.3. This Agreement will be governed by and construed with in accordance with the laws of Finland without giving effect to any principle of law which would result in the application of laws of any other jurisdiction.

### **6. TERM OF THE AGREEMENT**

6.1. This Agreement shall enter into force after duly signed by both parties.

6.2. The Principal and the Agent have a right to terminate the Agreement by written notice to the other party at least 30 days prior to the date of termination of the Agreement.

6.3 Notwithstanding the foregoing, if either Party will commit a material breach of this Agreement, the other Party will be entitled to terminate this Agreement with immediate effect.

## **7. CONFIDENTIALITY**

Each Party shall not, during the validity of this Agreement and thereafter for a period of five (5) years, make use of the Confidential Information marked by a Party as confidential in written form or otherwise should be understood to be Confidential Information by the receiving Party, for his own benefit or benefit of a third party or disclose to any third party any of the Confidential Information.

## **8. FORCE MAJEURE**

Parties are not responsible for partial or complete non-fulfillment of their obligations under this Agreement, if such non-fulfillment was caused by force majeure circumstances arising after the entry into the Agreement as a result of extraordinary events, such as an earthquake, fire, flood, and other natural Confidential 2/3 disasters, epidemics, accidents, explosions, acts of war, changes in the legislation that led to the failure to fulfill the Parties' obligations under this Agreement. The Party claiming to be affected by force majeure will notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. Either Party will be entitled to terminate this Agreement by notice in writing to the other Party if performance of the Agreement is suspended due to force majeure for more than six (6) months.

## **9. OTHER CONDITIONS**

9.1 This Agreement may be terminated prematurely at any time by mutual decision of the Parties.

9.2 If the Agreement is terminated before completion by mutual decision, the Parties sign a reconciliation statement and determine the procedure of mutual exchanges.

9.3 The reporting period under this Agreement will be a calendar month.

9.4 The remuneration will be paid in Euro.

9.5 All changes and additions to this Agreement will be documented in the form of additional agreements.

## 10 DETAILS AND SIGNATURES

This Agreement has been executed in two identical copies, one for each Party.

Place and date

Ljubljana, 21.12.2024

Name(s) typed:  
Signature

Principal Ignac Lesar

Place and date

\_\_\_\_\_  
Name(s) typed:  
Signature

Agent .....