



hardsecure

Hardsecure, Information Security Systems

PARTNERSHIP AGREEMENT

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HARDSECURE PARTNERSHIP AGREEMENT

This document sets out the rules and commitments that the parties must comply with when deliver Service/Solutions Cybersecurity Projects

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1. SUBJECT OF THE PARTNERSHIP AGREEMENT

Hardsecure hereby grants to Partner a non-exclusive right to promote, market and sell the Services in Europe, the Middle East and Africa (EMEA) territories in accordance with the terms and conditions of this Agreement. "Territory" shall mean the geographic territory set forth in **Exhibit A**. "Services" shall mean the:

- *Cyber Security Managed Services*
- *Gateway Security Service*
- *CIS Endpoint Protection Support Service*
- *Cyber Security Awareness Service*
- *Information Sharing and Knowledge Management Service*
- *Cyber Security Monitoring Service*
- *Cyber Security Operational Center Helpdesk Service*
- *Cybersecurity Industrial Control Systems Services*
- *Information Security Compliance Service*
- *Zero Trust Architecture Services*
- *Cyber Security Pentest Service*
- *Security Audit Support Service*
- *Cyber Security Code Review Service*
- *Cyber Security Incident Management Service*
- *PCI-DSS & PA-DSS Services*
- *Security Certificate Service – PKI*
- *Supply Chain and Third-party Risk Assessment Service*
- *Cyber Threat Intelligence Analysis Service*
- *Cyber Security Forensic Analysis Service*

provided by Hardsecure and/or other services set forth in **Exhibit A**. Any training, certification, and other partner program requirements are set forth in **Exhibit A**. The relationship between Hardsecure and Partner is not exclusive, and nothing in this agreement shall prohibit either party from purchasing, selling, or licensing any services from or to any third party or otherwise providing services to or doing business with any third party.

2. TERM & TERMINATION

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Term. The initial term of this agreement shall be one (1) year commencing on the effective date. The term of this agreement shall automatically renew for successive periods of one (1) year after expiration of the initial term. Either party may give written notice of termination at least thirty (30) days before the expiration of the then current term, in which event this agreement shall expire at the end of the then current term.

2.1 – Termination for Cause. Each party may immediately terminate this agreement at any time if the other party: (a) breaches this agreement and fails to cure the breach within ten (10) days after receiving written notice of such breach; (b) makes, or attempts to make, an assignment for the benefit of its creditors; (c) commences proceedings for relief under any bankruptcy, insolvency or debtor’s relief law; (d) is the subject of a bankruptcy, insolvency or debtor’s relief proceedings, and fails to have such proceeding dismissed within sixty (60) days; or (e) liquidates or dissolves or attempts to liquidate or dissolve.

2.2 – Termination for Convenience. Either party may terminate this agreement for any reason or no reason by notifying the other party in writing thirty (30) days prior to the termination date.

2.3 – Effect of Termination. The expiration or termination of this agreement shall not discharge or relieve either party from any obligation which accrued prior to termination including, without limitation, Hardsecure obligation to fulfill purchase orders and partner’s obligation to pay for any issued purchase orders, and shall not relieve any breaching party from liability for damages resulting from such breach, and shall not destroy or diminish the binding force and effect of any of the provisions of this agreement that expressly, or by reasonable implication, come into or continue effect on or after termination hereof.

Any termination rights contained in this section are in addition to, and not in lieu of, any remedies available at law or in equity or otherwise.

3. PAYMENT CONDITIONS

3.1 – Prices. Partner shall receive the quote for the projects as set forth in **Exhibit A**. The prices shall be applied to each Project separately according to the financials set for each project in a quote set forth in **Exhibit A**. Hardsecure reserves the right to change the price of any project agreed with the Partner in case of changes in the projects scope with a prior notification. Hardsecure may quote a different price and/or discount applicable to a specific project by providing Partner with a written quote that sets forth such price and/or discount. The Partner shall have the right, in its sole discretion, to determine the prices for the projects sold by him to its end costumers.

3.2 – Payment. Partner shall pay for all orders Partner issues to Hardsecure (“Purchase Orders”) in Euro’s currency, check or wire transfer net thirty (30) days after receipt of Hardsecure accurate, complete invoice. Hardsecure will send Partner the invoice upon acceptance of the project for the initial fee and a second invoice after project’s conclusion. Partner shall be responsible for all collection efforts related to payments from Partner to end users to Partner and shall pay Hardsecure regardless of whether Partner’s end users pay the Partner. Hardsecure reserves the right to refuse, cancel, withhold, or delay shipment of an order in the event Partner fails to make timely payment in accordance with this Agreement.

3.3 – Order Procedure: All purchase orders may be sent to orders@hardsecure.com. A purchase order is binding on Hardsecure when Hardsecure accepts such purchase order in writing or via e-mail or otherwise fulfills the order set forth in such purchase order.

4. NON-SOLICITATION

Each party agrees that it and its employees will not, either during or for a period of twelve (12) months after termination or expiration of this agreement, solicit to hire as an employee or contractor any of the other party’s employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of the other party’s employees, nor will this section

prevent a party from hiring any person who contacts such party on his or her own initiative without any direct solicitation from the hiring party. If a party violates the foregoing solicitation prohibition and hires any such solicited employee(s) of the other party prior to expiration of the twelve (12) month period, the hiring party agrees to pay to the other party, within thirty (30) days of the hiring date, an amount equal to one half of the person's annual compensation at the other party at the time of his or her departure.

5. MISCELLANEOUS

5.1 – Independent Contractors. Hardsecure and Partner are independent contractors. Nothing in this agreement shall be construed to make either party a joint venture, partner, employee or agent of the other. Neither party may bind the other to any agreement or contract.

5.2 – Severability. If any term, provision, covenant or condition of this agreement is held invalid or unenforceable for any reason, the remaining provisions of this agreement shall continue in full force and effect as if the agreement had been executed with the invalid portions eliminated. The parties agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

5.3 – Assignment. Partner and Hardsecure may not assign or transfer this agreement or their rights or duties hereunder, in whole or in part, by operation of law or otherwise, without the other party's prior written consent. Any assignment or transfer without written consent will be null and void and of no force or effect. Subject to the foregoing, this agreement will bind and inure to the benefit of each party's permitted successors and assigns.

5.4 – Notices. All notices shall be in writing and delivered to the other party to the addresses listed below, in one of the following manners: (a) by first class mail, postage prepaid; (b) by registered or certified mail, return receipt requested; (c) by nationally recognized overnight courier, mail, or delivery service; or (d) by personal delivery. Mailed notices shall be considered given on the date received. Notice delivered personally shall be considered given at the time of delivery.

5.5 – Execution in Counterparts. This agreement may be executed by hand or electronically and in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this agreement by facsimile or other electronic transmission, or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

6. SPECIFIC OBLIGATIONS OF THE PARTNER

The partner shall respect all rules and obligations set forth in the Partner Agreement.

In addition, the partner shall:

- Commit themselves to do everything in their power to carry out the activities as specified in the workplan and foster the implementation of the project.
- Ensure adequate communication with the end customer and team responsible for each project.
- Ensure that interaction with other partners takes place in continuous and smooth way.
- Provide the coordinator without any delay with any information needed to draw up the Intermediate Report and the Final Report, to react on any request by Hardsecure, or provide with any further information needed by the Hardsecure to fulfil the project.
- Inform Hardsecure immediately about any delay in the performance of the activates or any circumstance that could lead to a temporary or final discontinuation of the project.
- Inform the Hardsecure about any change in personnel, tasks, or procedures during the project.
- Comply with end-costumer’s national rules, including rules on public procurement, state aid, publicity, and equal opportunities.
- Delivery to Hardsecure all information necessary to manager and deliver the end-customer service.
- Let Hardsecure manage all project since the beginning (project info request) until complete service delivery. Partner must monitor all procedures, processes, and rules of engagement between 3 parties (end-costumer, partner and Hardsecure).



7. INTELLECTUAL PROPERTY

The cooperation under this project is regarded as a strategic partnership. Beneficiaries make in-kind contributions and offer their intellectual know-how to get a collective product. Copyrights will be respected as follows:

- a) Material already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights must be strictly safeguarded, permission for reproduction and scale of reproduction have to be settled beforehand.
- b) Where beneficiaries develop material within the scope of the project this material will be available for the partnership as a means within the common goals set in the partnership.
- c) Collective products in tangible form, like manuals, programs, online data as the authorised result of this project work may be disseminated and translated into the respective beneficiary's official language(s) for free if they are not marketed for profit. Throughout the contractual period of the project the partnership is the proprietor of the product.

8. LANGUAGE

The working language of the partnership shall be English. Any official internal document of the operation shall be made available in the language in English.

9. COMPETENT AND APPLICABLE LAW

- a) This agreement is governed by the Portuguese law, being the law of the country of Hardsecure.
- b) This Partnership Agreement is concluded in English. In case of a translation of this agreement and its annexes into another language than English, the English version shall prevail.
- c) In case of any dispute on matters under this Contract, which cannot be resolved by an amicable settlement, it will fall within the jurisdiction of the City of Lisbon Courts to resolve the dispute under the country law.

10. OTHER PROVISIONS

- a) Any amendments to this agreement shall be in writing signed by the coordinator and the partner.
- b) Amendments and supplements to the present agreement and any waiver of the requirement of the written form must be in written form and must be indicated as such.
- c) If any provision in this agreement should be wholly or partly ineffective, the remaining provisions remain binding for the parties. In this case the parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
- d) The coordinator and the partner commit themselves to taking measures to ensure that all staff members carrying out the work respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the coordinator and the partner.
- e) 3 (three) original copies will be made of this agreement; of which each party keeps one original, and one original is attached to the Grant Agreement.

SIGNATURES

We, the undersigned, declare that we have read and accepted the terms and conditions of this contract as described here before, including the annexes thereto.

For Hardsecure

.....

Name of the legal representative

.....

Position

.....

Date and Place

.....

Signature

Stamp of the institution

For the Partner

.....

Name of the legal representative

.....

Position

.....

Date and Place

.....

Signature

Stamp of the Institution

EXHIBIT A

Hardsecure company will deliver a quote to partner with following main areas:

- Project Main Objective
- Project Framework
- Project Scope (Hardsecure will deliver a word editable sheet to be filled by end-costumer), as well as will collect info from end-costumer with partner support)
- Methodology and frameworks description
- Project Calendar, milestones, and reports deliverables
- Dependencies and Respective Activities
- Coordination points and governance plan
- Quote/prices
- Payment Conditions
- Service conditions
- Logistics conditions