



CYBER THREAT DEFENSE

CT DEFENSE SRL
Sediu Social: Str. Becas nr. 19-21
Registrul Comertului: J12/6206/2017
CUI: RO38412840
Capital Social: 400 RON

PARTNERSHIP AGREEMENT

THIS CHANNEL PARTNER AGREEMENT (this “Agreement”) is effective of the last date signed below (as defined herein)

CT Defense SRL (CTD) (with VAT ID: R038412840) which includes its subsidiaries, affiliates and holding company, whose registered office is at; Str. Becas, nr 19-21, 400478, Cluj-Napoca, Romania. Hereinafter called as “**Company**”;

And

DAAC SYSTEM INTEGRATOR SRL (fiscal code: 1008600032031) which expressions includes its subsidiaries, affiliates and holding company, whose registered office is in Moldova, mun. Chisinau str. Calea Iesilor, 10. Hereinafter called as “**Channel Partner**”;

WHEREAS ‘Company’ is currently engaged in, among other things, the business of providing various Services & Solutions related to Cyber Security and may extend its business activities to such other applications, services as Company may from time to time determine. When requested, the company will act as an extended team of the Channel Partner.

NOW, THEREFORE, in consideration of the premises, covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Company** and **Channel Partner** agree as follows:

1. Partnership:

1.1. Company partner with Channel Partner and Channel Partner accepts such partnership. Channel Partner understands and acknowledges that he/she will have the right to promote, market, sell or solicit sales of Company’s Services and Solutions and all the services of the company would be exclusively executed by the company itself.

2. Scope.

2.1. This Agreement consists of pages 1 through 6, including the agreed 400 EUR per Day rate, which is incorporated into and made part of this Agreement. Company’s Terms and Conditions of Sales also form part of this Agreement.

3. Company's Responsibilities: During this Agreement, Company shall:

- 3.1. Work as an extended team of Channel Partner and execute the project as per the Works Schedule
- 3.2. Where requested, submit reports in a desirable format and help Channel Partner’s clients in fixing the vulnerabilities.
- 3.3. Support Channel Partner in RFI’s and RFP’s for bidding projects.



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- 4. Channel Partner's Responsibilities.** During this Agreement, Channel Partner shall:
- 4.1. Use his/her best efforts to promote the services and outsource security projects

5. Certain Terms and Conditions to Channel Partner.

- 5.1. Services under this Agreement will be subject to the Terms and Conditions issued by the Company which form part of this Agreement. Company will not be responsible for any claims asserted against Company because Channel Partner gave different terms and conditions of services to its clients.
- 5.2. Company shall bring all claims to the attention of the Channel Partner within seven (7) days and work with the Channel Partner to resolve any asserted claim(s). Failure to notify to Channel Partner of any asserted claim(s) shall render the claim(s) void and remove any obligation from Channel Partner.
 - 5.2.1. Company will work directly with the Channel Partner to resolve all asserted claims.
 - 5.2.2. In the event that the Company has brought forward asserted claim(s) to the attention of the Channel Partner and direct engagement does not bare resolution a third party will be engaged to resolve the dispute(s).
- 5.3. Company, may discontinue or limit its production of any Services, terminate or limit deliveries of any Services, alter the design, materials or construction of any Services or add new products to its line, the same would be informed to the channel partner with 30 calendar days prior initiation.

6. Terms and Termination.

This Agreement will begin on the date Company signs this Agreement and will continue for a 1 year period, automatically renewable terms, unless either party terminates (or automatic termination) as provided below:

By the written consent of the Channel Partner;

- 6.1. By Company, upon thirty (30) days' notice in writing, by email, facsimile, certified mail, or personal delivery, if
 - 6.1.1. Channel Partner attempts to assign this Agreement without Company's prior written consent, or
 - 6.1.2. there is a change in the control or management of the Channel Partner's operation which is unacceptable to Company; or
 - 6.1.3. in the opinion of Company, Channel Partner becomes incapable of performing his duties or obligations under this Agreement, or
 - 6.1.4. Channel Partner stops conducting business in the normal course, or
 - 6.1.5. Channel Partner breaches this Agreement or acts in any manner deemed by Company to be detrimental to the best interest of Company, or
 - 6.1.6. any information provided by Channel Partner in the Application Form is found to be wrong or incorrect;
- 6.2. Automatically and without notice, if Channel Partner consents to the appointment of a receiver, trustee or liquidator of himself/herself, or over a substantial part of his/her



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property, or shall make a general assignment for the benefit of creditors or otherwise show evidence of insolvency, or a bankruptcy filing is made by or against Channel Partner; or

6.3. Notwithstanding the foregoing provisions and except as provided by applicable law, the Channel Partner may resign this Channel Partnership with or without cause and solely for the Convenience of the resigning by giving Ninety (90) days' notice of resigning in writing to the Company.

7. Engagement Model

7.1. **White Label:** Channel Partner will do the promotions, sales & marketing of the services in its own brand.

7.1.1. Company may produce all the marketing collateral in the Channel Partner's brand but the IP lies with the Company itself.

7.1.2. All the technical support is provided by the Company on behalf of Channel Partner to its clients.

8. Commercials & Payment Terms

8.1. Company and Channel Partner will agree mutually the price for all the cybersecurity services procured from the Company in a proposal

8.2. Based on the project engagement i.e. fixed bid, time and material or dedicated resource, Company reserves the right to set the price with the Channel Partner.

8.3. For every project irrespective of the engagement model, an SOW/Works Schedule would be signed off.

8.4. All the payments raised by the Company would be cleared in 30 days from the date of invoice by the Channel Partner. Invoices would be raised as per the Proposal.

9. General Provisions.

9.1. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Channel Partner's rights or obligations cannot be assigned or delegated without the Company's prior written consent.

10. CONFIDENTIAL INFORMATION; TRADEMARKS; TRADE NAMES; LICENSING:

10.1.1. Channel Partner agrees, both for itself and its officers, directors, shareholders, partners, representatives, and employees, to keep confidential and not disclose, both during the term of the Agreement and thereafter, the following (collectively, the "Confidential Information"):

- I. All trade secrets and other information acquired by Channel Partner regarding the design, production, marketing, or pricing of the Services and Products or otherwise considered proprietary by Company with respect to the Products or any other products or processes of Company, and
- II. The identity of the Company's customers and the Company's other Partners and distributors.



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- 10.2. Within Fourteen (14) business days following termination of this Agreement, all documents and other materials containing any Confidential Information shall be returned to Company, without any copies or excerpts thereof being made or retained, and Company shall be given a written certification that the same has been completed.
- 10.3. Channel Partner agrees to identify all Services and Products with Company's trademarks, therefore, and, specifically, unless otherwise authorized by Company, Channel Partner agrees not to put its own name or any other name on the Services or Products nor to identify the Services or Products with any other name other than Company's trademarks with respect thereto. In addition, Partner agrees not to use Company's trademarks in any manner except as authorized by Company and if any such authorized usage of Trademark is granted, will be discontinued by Channel Partner upon the termination of this Agreement.
- 10.4. Channel Partner agrees not to make copies of the software, to distribute or duplicate the software by any means, including electronic transmission in any manner except as authorized by Company; and if foregoing actions are authorized, to be discontinued by Partner upon the termination of this Agreement. The software contains trade secrets, and in order to protect them, Partner may not reverse engineer, decompile, or otherwise reduce the software to a perceivable form. Channel Partner may not modify, adapt, translate, rent, lease or create derivative works based upon the software or any part thereof.
- 10.5. **Failure to Enforce.** The failure of either party to enforce any term, right or condition of this Agreement shall not be construed as a waiver of such term, right or condition.
- 10.6. **Notices.** Any notices may be given by personal delivery, by recognized overnight delivery service, by certified mail or by facsimile to the addresses for Company and Channel Partner shown below their signature lines of this Agreement. These addresses for notice may be changed in the same manner. Notices sent by certified mail will be effective upon the earliest of actual receipt or five (5) days after mailing. Notices provided by personal delivery or recognized overnight delivery service will be effective upon delivery. Notices provided by facsimile will be effective upon the sender's receipt of written confirmation of transmittal.
- 10.7. **Severability.** The provisions of this Agreement are severable. Should any court hold any provision of this Agreement to be unlawful, such holding shall not invalidate the entire Agreement. Rather, the unlawful clause shall be severed from this Agreement and the remaining provisions of this Agreement shall be enforced.
- 10.8. **Certain References; Headings.** References in this Agreement to "including" shall be deemed to mean "including without limitation". The section headings are for convenience only and are not to be used in interpreting this Agreement.

11. Non-circumvention

- 11.1. It is expressly agreed that the identities of any individual or entity and any other third parties including, without limitation, organisations, suppliers, customers,



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Financials sources, commercial and procurement agreements, manufacturers and consultants discussed and made available by the Channel Partner in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Company or associated entity or individual shall not, (without the prior written consent of Channel Partner)

- 11.1.1. Directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertaking with any such third party identified or introduced by the Channel Partner; or
- 11.1.2. Seek to by-pass, compete, avoid or circumvent the Channel Partner in respect of any business opportunity that relates to the Purpose by utilising any Confidential Information or by otherwise exploiting or deriving benefit from the Confidential Information.
- 11.2. Company covenants that any financial gain made by it, or any associated party, from a breach of clause shall be held on trust for the benefit of Channel Partner and then be transferred to a nominated account of the Channel Partner until the amount determined as loss is paid in full.
- 11.3. Clause 10.2 does not affect Channel Partner's ability to also claim damages should the covenants in clause 10.1 be breached in any way.
- 11.4. In the event of natural/mutual end of this agreement or unnatural/termination of this agreement. Company will not approach individual or entity and any other third parties including, without limitation, organisations, suppliers, customers, Financials sources, commercial and procurement agreements, manufacturers and consultants discussed and made available by Channel Partner when this agreement was in force for a period of three (3) years from the date of agreement end.

12. MISCELLANEOUS:

- 12.1. Waiver - The failure of either party to exercise any right hereunder shall not be deemed to be a waiver of such right or any other right, nor a waiver of any continuing or subsequent breach or default of this Agreement by the other party.
- 12.2. Severability - Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition or provision, by law or regulation, the latter shall prevail; provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby.
- 12.3. Pronouns; Plurals - All pronouns and any variations hereof shall be deemed to include the masculine, feminine, singular, and plural thereof as the context may require. In addition, all nouns shall be deemed to include the singular and plural thereof as the context may require.
- 12.4. Assignment - This agreement may not be assigned by Channel Partner without the prior written consent of the Company.



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- 12.5. Binding Effect - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal Partners, successors, and permitted assigns.
- 12.6. Entire Agreement - This Agreement supersedes any previous agreements between the parties hereto, whether expressed or implied, oral or written. The parties represent that there are no oral agreements, representations, or understandings between them which are not set forth in this Agreement and that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except by a writing duly executed by the parties hereto.
- 12.7. Governing Law; Jurisdiction - This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed exclusively by the laws of Romania and jurisdiction will be at the Courts of Romania.
- 12.8. Counterparts - This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

COMPANY:

CT DEFENSE SRL

Name: Pusoiu Andrei Tiberiu

Title: Administrator

Date: 17.09.2025

CHANNEL PARTNER:

DAAC SYSTEM INTEGRATOR SRL

Name: Ghincu Sergiu

Title: Director