REFERRAL AGREEMENT

Version of 30 October 2026

Between DEVALAND MARKETING S.R.L., VAT RO50841395, EU company ID ROONRC.J2024039063003, Sat Santandrei nr. 13, camera 1, 335903 Simeria, Hunedoara, Romania, represented by Ion-Marius Andronie, Administrator ("Devaland"),

and _____ (name, company, registration and VAT number, address) ("the Partner").

1. What this is

The Partner introduces potential clients to Devaland. Devaland sells and delivers the work itself (software, AI assistants, automation, websites, Klaviyo and Shopify work, the asynchronous AI course for teams, typesetting and publishing checks, Deal OS, PawnMeter), under its own contract with the client. Not covered: work for Romanian public institutions or any other contracting authority under public procurement law, and defence products such as DroneWatch AI; no commission is due on them. The Partner is not an agent of Devaland and cannot make promises, quote prices or sign anything on its behalf.

2. How a referral counts

A referral counts when the Partner names the potential client to Devaland in writing (email to office@devaland.com) BEFORE Devaland has been in contact with that client, and Devaland confirms in writing that it is new. Devaland confirms or declines each referral within 5 working days of receiving it. If Devaland already knew the client, it says so in its reply, with the date and the kind of the earlier contact (for example an existing contract, or a written exchange about the same work), and no commission applies. A confirmed referral stays the Partner's for 12 months from Devaland's written confirmation. If the client has made no first payment by then, the Partner may register it again for a further 12 months, unless the client has meanwhile come to Devaland through someone else.

3. Commission

For each counted referral, Devaland pays the Partner 10% of every amount the referred client actually pays Devaland in the 12 months after the client's first payment, excluding only: VAT and other taxes charged to the client; refunds and chargebacks; and third-party costs re-billed to the client at cost and shown as such on the client's invoice. Nothing else is deducted: not Devaland's own work, overheads or payment fees. A payment counts whether it is received by Devaland or by anyone collecting it on Devaland's behalf, and Devaland will not route a referred client's work or payments through another entity in order to avoid commission.

4. When it is paid

Only after Devaland has received the client's payment, and within 7 days of it, by bank transfer in the currency the client paid Devaland (usually EUR or USD). Devaland pays its own bank's sending fee; any fee charged on the Partner's side is the Partner's. No payment from the client means no commission. If a client payment on which a commission was already paid is later refunded or reversed, the matching commission is deducted only from future commissions. The Partner never has to pay back a commission out of its own pocket.

5. Invoicing

The Partner invoices Devaland for each commission (or, for a private individual, Devaland pays it as the law requires and withholds any tax due; before a referral by a private individual is progressed, Devaland states in writing the documents it needs and any tax it must withhold). Devaland sends the Partner, with each payment, the client payment received, the invoice number it relates to, each deduction under clause 3 and the commission calculated. Devaland keeps the invoices and payment records behind every commission as Romanian accounting law requires, and on request shows the Partner the relevant invoice and proof of payment, with other clients' data hidden. In addition, by the 10th of every month in which the Partner has a confirmed referral or a commission, Devaland emails the Partner a statement of the previous month: referrals registered and confirmed, referred clients who made a payment, the payments received, and the commission due or paid on each. By 31 January of every year, Devaland sends each Partner who received a commission in the previous year a statement of the commissions paid and any tax withheld on them, so the Partner can show it to its own tax office.

6. Honesty with clients

The Partner may tell the client it receives a referral fee and must do so if the client asks or if the Partner's own rules require it. The Partner promises the client no result, price or deadline; those come only from Devaland in writing.

7. Confidentiality

Each side keeps confidential the other's and the client's non-public information. Nothing in this agreement gives the Partner access to client data. This clause does not limit the invoices and proof of payment Devaland shows the Partner under clause 5, including after the agreement ends while commissions remain due.

8. No exclusivity, ending it

Neither side is exclusive. Either side may end this agreement by email at any time. Commissions already earned on counted referrals stay due for their 12-month period. Referrals registered before the agreement ends and not yet decided are still confirmed or declined under clause 2, and once confirmed they have the same registration and commission protection as a referral confirmed before the end. A referral confirmed in writing before the agreement ends stays the Partner's: if that client makes its first payment after the end, but within the registration period of clause 2, the full 12-month commission period of clause 3 still applies.

9. Law

Romanian law applies. The parties first try to settle any disagreement in writing.

Devaland Marketing S.R.L.	Partner
Ion-Marius Andronie, Administrator	_____
Date: _____	Date: _____