

Contributing Partner Agreement

1. Parties

The Contributing Partner Agreement (Agreement) is made between:

1. Business Owner: Matej Trajkovski

With a mailing address of Vostanicka 59

City of Skopje

Country of North Macedonia

AND

2. Contributing Partner: _____

With a mailing address of _____

City of _____

Country of _____

STARTING ON DATE _____

WHEREAS both parties agree to collaborate and cooperate in the process of working on a digital marketing business, in a way defined by the following terms

2. Definitions

Besides the Business Owner and the Contributing Partner definitions defined in the Parties section, the following definitions will be used throughout the agreement:

1. Business – the project, owned by the Business Owner
2. Business Channels– the blogs, websites, apps, software, video platform channels, social media channels, content, and other platforms, accounts, resources, and channels related to the Business, owned by the Business Owner
3. Content Piece Created by Contributing Partner (Content Piece) – the blog post articles, website content, videos, social media content, and all the material created by the Contributing Partner and approved and published by the Business Owner or the Managing Team Member during the duration of the Agreement
4. Team Member – a person working in the Business that is not the Business Owner or the Contributing partner
5. Managing Team Member – a person working in the Business that is not the Business Owner or the Contributing partner, who may have a required level of authority granted by the Business Owner to perform tasks required for the operation of the Business

3. Recruitment, Training, and Onboarding

After the start of the Agreement, the Contributing Partner will go through a process of recruitment, training, and onboarding (Onboarding), which will prepare them for the tasks of successfully creating

Content Pieces that are ready to be reviewed and published by the Business Owner or a Managing Team Member.

During the Onboarding process, the Business Owner, or a Managing Team Member assigned by the Business owner, is required to:

- to the best of their ability, provide detailed training and guidance to the Contributing Partner about the processes of successfully creating Content Pieces
- to the best of their ability, provide research, topics, ideas, keywords, and other resources needed for the successful creation of the Content Pieces that have the biggest chance of generating revenue as soon as possible as deemed by the Business Owner
- to the best of their ability, provide guidance in the process of writing, editing, formatting, publishing, and promoting the Content Pieces
- approve and publish the Content Piece after it has been created by the Contributing Partner
- provide the necessary access to accounts, tools, and services for the Business Channels to the Contributing Partner
- if necessary and previously agreed upon, provide starting points on the Content Pieces themselves

During the Onboarding process, the Contributing Partner is required to:

- have a native or almost native writing and speaking abilities in the English language
- be willing to learn and cooperate
- be diligent, focused, and show up on time for the scheduled meetings
- to the best of their ability, produce at least 10 Content Pieces that are ready to be reviewed and published by the Business Owner or a Managing Team Member during the Onboarding process

The Onboarding process will last for a minimum of 10 days, and it may be extended if the Business Owner or Managing Team Member finds an extension necessary.

If the Contributing Partner is not able to finish the Onboarding process within 21 days of starting it, the Business Owner has the right to terminate the Agreement on the basis of the Contributing Partner not being a good fit.

During or after the Onboarding process, the Business Owner will determine whether the Contributing Partner is a good fit for the Business based on the criteria of capability and effort shown, and the Business Owner will decide whether the Contributing Partner will continue working in the Business. If the Business Owner deems that the Contributing Partner is not a good fit to work in the Business, the Business Partner may terminate the Agreement on the basis of the Contributing Partner not being a good fit. Additionally, the Business Owner may decide to prolong the Onboarding process if needed on a case by case basis, in which case the Contributing Partner will be given more time to complete the Onboarding and become a good fit for the Business.

4. Services and Responsibilities

After the Onboarding period, the Business Owner is responsible for providing the following:

- cover expenses related to website hosting for the Business
- cover potential expenses related to marketing and advertising for the Business

- to the best of the ability of the Business Owner, timely payments based on the performance of the Content Pieces created by the Contributing Partner (further explained in Payments), as long as the Business is operational
- further assignment and reassignment of topics to the Contributing Partner
- further review, editing, approval, and publishing of Content Pieces after they have been created by the Contributing Partner
- removal or editing of a Content Piece if the Business Owner deems it best to do so
- topics, ideas, keywords, and other resources needed for the successful creation of the Content Pieces that have the biggest chance of generating revenue as deemed by the Business Owner
- guidance and training to the Contributing Partner about the processes of successfully creating Content Pieces
- to the best of the ability of the Business Owner, guidance into other areas related to the successful operation of the Business
- management and coordination with other Team Members to increase the productive output of the Business
- if possible and feasible as deemed by the Business Owner, access to advanced resources, products, and materials, required for the successful creation of Content Pieces
- insights and reports for the generated traffic and financial performance of the Content Pieces created by the Contributing Partner

After the Onboarding period, the Contributing Partner is responsible for providing the following:

- continuous creation of high-quality, detailed, legible, useful Content Pieces that meet the content quality guidelines and requirements and have the highest chance to generate the most revenue as deemed by the Business Owner
- detailed research about the Content Piece and the topic for it
- cooperation and collaboration with the Business Owner and other Team Members
- constant communication and consultation with the Business Owner and other Team Members about the progress of the Content Pieces of the Contributing Partner and their plans for the next topics and Content Pieces they want to work on

If the Contributing Partner produces less than one Content Piece in any given time period of 2 weeks, and has less than 150 Content Pieces published in total, they may become a candidate for Termination from the Business as determined by the Business Owner on the basis of inactivity.

The Contributing Partner has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. The Contributing Partner shall select the starting and ending times, days of work, and order the work is performed in. The Contributing Partner shall not be required by the Business Owner to devote full-time to the performance of the Services required by this Agreement.

The content and the Content Pieces produced by the Contributing Partner are a property of the Business for the duration of the Agreement. The Contributing Partner is required to not work in any area related to digital marketing outside of the Business for the duration of the Agreement. If the Contributing Partner works in an area related to digital marketing outside of the Business for the duration of the Agreement, the work and content generated by the Contributing Partner outside of the Business becomes a property of the Business.

5. Business Revenue

The goal of the Business is to generate revenue for the Business Owner, the Contributing Partner, and the other Team Members.

The primary ways of generating revenue for the Business include:

- commissions by recommending products and generating sales for merchants through affiliate marketing in the Content Pieces (Affiliate Commissions Revenue)
- payments for displaying advertisement in the Content Pieces (Display Advertising Revenue)
- sales of informational or physical products through the Business Channels or in the Content Pieces (Info Products Revenue)

6. Contributing Partner Performance and Progress

The Contributing Partner will earn a portion of the profits generated by their Content Pieces, based on the financial performance of their Content Pieces, the amount of Content Pieces successfully produced by the Contributing Partner by following the content quality guidelines and approved and published by the Business Owner, and considering other expenses the Business incurs.

The number of successfully produced Content Pieces by the Contributing Partner that are approved and published by the Business Owner or a Managing Team Member, determines the Level of the Contributing Partner, which in turn determines the portion of the profits the Contributing Partner earns in the following way:

- **Level 1, between 0 and 10 Content Pieces published:** Contributing Partner earns 20% of profits from all their currently published Content Pieces
- **Level 2, between 11 and 30 Content Pieces published:** Contributing Partner earns 30% of profits from all their currently published Content Pieces
- **Level 3, between 31 and 50 Content Pieces published:** Contributing Partner earns 40% of profits from all their currently published Content Pieces
- **Level 4, between 51 and 100 Content Pieces published:** Contributing Partner earns 50% of profits from all their currently published Content Pieces
- **Level 5, more than 100 Content Pieces published:** Contributing Partner earns 65% of profits from all their currently published Content Pieces

The percentage of the profit that the Contributing Partner is entitled to is calculated on an ongoing monthly basis.

The responsibilities and the requirements for both the Contributing Partner and the Business Owner may change at each level, as the Contributing Partner is expected to become more independent in the process of creating Content Pieces. The Contributing Partner is expected to be almost independent in the publishing process for their Content Pieces at Level 5.

Additionally, if both the Business Owner and the Contributing Partner previously agree upon the terms, the Contributing Partner may choose to get paid per Content Piece. The price will be determined individually per Content Piece.

Calculation of profits generated by Content Pieces from Contributing Partner

The Business will have many Contributing Partners that create Content Pieces for the same Business Channels. The Business Channel will generate a lot of profits from Affiliate Marketing Commissions, which will make calculating the exact profits generated by each Content Piece from each Contributing Partner infeasible.

For that reason, the Contributing Partner agrees to have the profits generated by their content calculated in the following manner.

At the end of each payment period, the exact Display Advertising Revenue generated by the Content Pieces created by the Contributing Partner will be known, and it will also be represented as a percentage of the total revenue generated by display advertising from all of the Content Pieces by all of the Team Members working on that particular Business Channel (Display Revenue Percentage for Contributing Partner in a Payment Period, or just Percentage).

The same Percentage will then be used to calculate the profits generated from the total Affiliate Commissions Revenue of the Business Channel, and the total Info Products Revenue of the Business Channel for the Contributing Partner in a payment period. The Contributing Partner will be entitled to portions of the total revenues that correspond to the Percentage from the total Display Revenue generated by the Business Channel. All of the different revenues for the Contributing Partner (Display Revenue Percentage, Affiliate Commissions Revenue, Info Products Revenue) will then be summed up, and the portion to which the Contributing Partner is entitled will be calculated based on the Level of the Contributing Partner.

7. Recommendations of Other Team Members by Contributing Partner

If the Contributing Partner is at Level 2 or higher, they are eligible for earning commissions from the profits generated by other Team Members they have recommended to the Business. If the Contributing Partner recommends another Team Member while they are only Level 1, the Contributing Partner will still be eligible for commissions from previously recommended Team Members when they reach Level 2, but the payments will only start being calculated from the moment the Contributing Partner reaches Level 2. The Team Members they recommend must pass the Onboarding process successfully for the Contributing Partner to be eligible to earn from their recommendations, and the Team Members they recommend must still be operating within their own Agreement and still working in the Business.

Based on the Level of the Contributing Partner, the Contributing Partner will earn the following portions of the profits generated by the Team Member they have recommended:

- **Contributing Partner Level 2:** 5% of the profits generated by the recommended Team Member once they pass Onboarding
- **Contributing Partner Level 3:** 7.5% of the profits generated by the recommended Team Member once they pass Onboarding
- **Contributing Partner Level 4:** 10% of the profits generated by the recommended Team Member once they pass Onboarding
- **Contributing Partner Level 5:** 15% of the profits generated by the recommended Team Member once they pass Onboarding

8. Contributing Partner Payments

The Contributing Partner will be paid based on the profits their Content Pieces generate for the Business, as long as the Business is operational. If the Content Pieces generated by the Contributing Partner generate no profits, the Contributor Partner is not entitled to any payments.

If the Content Pieces produced by the Contributing Partner generate significant profits for the Business that exceed the amount of US \$10, the Contributing Partner is eligible for payment at least once a month based on their Level, and more frequently if the Contributing Partner and the Business Owner agree upon previously.

If the Contributing Partner decides to get paid on the basis per Content Piece and the Business Owner has previously approved this form of payment, the Contributing Partner is not eligible for payments from the portion of the profits generated by that Content Piece.

Payments will be made through Payoneer, or another payment method if the Business Owner and the Contributing Partner both agree upon.

The Contributing Partner is required to show understanding in the matter of a potential delay in payments, as many of the commercial entities that pay out the earnings to the Business can often take even up to 90 days to complete a payment for a given period. The Contributing Partner understands that they might have to wait for 90 days or more to get a payment for a certain period.

9. Duration and Termination

The Contributing Partner and the Business Owner enter into the Agreement on an indefinite time basis. The Agreement can be terminated by either party at any time.

Termination by Business Owner

The Business Owner can decide to terminate the Agreement based on one of the following causes:

- The Contributing Partner has less than 150 Content Pieces published in total over the entire time while working in the Business, and fails to deliver at least one Content Piece ready for publishing for 2 week. In this case, the content produced by the Contributing Partner remains a property to the Business, and the Contributing Partner is no longer eligible for earning profits (also known as Termination on the basis of inactivity).
- The Contributing Partner is unable to work, uncooperative, unresponsive, or acting in ways that are harmful to the Business, as deemed by the Business Owner. In this case, the content produced by the Contributing Partner remains a property to the Business, and the Contributing Partner is no longer eligible for earning profits (also known as Termination on the basis of uncooperativeness).
- The Contributing Partner is going through or has gone through the Onboarding process but is not a good fit for the Business, as deemed by the Business Owner. In this case, the content produced by the Contributing Partner becomes a property to the Contributing Partner, and the Contributing Partner is still eligible for earning profits from their Content Pieces, or they may ask for a removal of their Content Pieces from all of the Business Channels (also known as Termination on the basis of the Contributing Partner not being a good fit).
- Without a specified cause. In this case, the content produced by the Contributing Partner becomes a property to the Contributing Partner, and the Contributing Partner is still eligible for earning profits from their Content Pieces, or they may ask for a removal of their Content Pieces from all of the Business Channels.

Termination by Contributing Partner

If the Contributing Partner decides to terminate the Agreement during the first 2 days of the Onboarding process, they will have no further obligations towards the Business.

If the Contributing Partner decides to terminate the Agreement on or after the third day of the Onboarding process but before completing the Onboarding process, the Contributing Partner is required to not work in any area related to digital marketing outside of the Business for a period of 6 months since the date of termination.

If the Contributing Partner decides to terminate the Agreement after completing the Onboarding process, the Contributing Partner is required to not work in any area related to digital marketing outside of the Business for a period of 1 year since the date of termination.

If the Contributing Partner works in an area related to digital marketing outside of the Business for the duration of the Agreement, the work and content generated by the Contributing Partner outside of the Business becomes a property of the Business.

If the Contributing Partner decides to terminate the Agreement at any time before they have created at least 150 Content Pieces that are published, the content produced by the Contributing Partner remains a property to the Business, and the Contributing Partner is no longer eligible for earning profits.

If the Contributing Partner decides to stop producing Content Pieces or terminate the Agreement at any time after they have created at least 150 Content Pieces that are published, the Contributing Partner will have no further obligations towards the Business. The content produced by the Contributing Partner remains a property to the Business, but the Contributing Partner is still eligible for earning profits generated by their content as long as the Business is operational.

10. Contributing Partner Status

The Contributing Partner shall not be deemed the Business Owner's employee, nor an operating partner in the Business.

Business Licenses, Permits, and Certificates

The Contributing Partner represents and warrants that they shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

Federal and State Taxes

Under this Agreement, the Business Owner shall not be responsible for:

- Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contributing Partner's payments or make payments on behalf of the Contributing Partner
- Make federal or state unemployment compensation contributions on the Contributing Partner's behalf
- The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and all applicable self-employment taxes.

Upon demand, the Contributing Partner shall provide the Business Owner with proof that such payments have been made.

Indemnification

The Contributing Partner shall indemnify and hold the Business Owner harmless from any loss or liability from performing the Services under this Agreement.

Confidentiality

The Contributing Partner acknowledges that it will be necessary for the Business Owner to disclose certain confidential and proprietary information to the Contributing Partner in order for the Contributing Partner to perform their duties under this Agreement. The Contributing Partner acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Business Owner. Accordingly, the Contributing Partner will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Business Owner without the Business Owner's prior written permission except to the extent necessary to perform Services on the Business Owner's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials, any written or tangible information stamped "confidential", "proprietary", or with a similar legend, or any information that Business Owner makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, guidelines, processes, content, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Business Owner or the Business about whom the Contributing Partner gained knowledge as a result of the Contributing Partner's Services to the Business Owner or the Business. Upon termination of the Contributing Partner's Services to the Business Owner, or at the Business Owner's request, the Contributing Partner shall deliver to the Business Owner all materials in the Contributing Partner's possession relating to the Business Owner's business. The Contributing Partner acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Business Owner for which damages would be an inadequate remedy. Therefore, the Business Owner shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Business Owner's rights and remedies otherwise available at law.

Proprietary Information

Proprietary information, under this Agreement, shall include: The product of all work performed under this Agreement (Work Product), including without limitation all content, notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Business, and Contributing Partner hereby assigns to the Business Owner all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, content, patent rights, trade secret rights and other proprietary rights therein. Contributing Partner retains no right to use the Work Product and agrees not to challenge the validity of the Business Owner's ownership in the Work Product; The Business Owner will be entitled to use Contributing Partner's name and/or likeness in advertising and other materials.

No Partnership

The Contributing Partner is not a partner in the Business itself, and is only entitled to portions of the profits generated by their Content Pieces. This Agreement does not create a partnership relationship between the Business Owner and the Contributing Partner. Unless otherwise directed, the Contributing Partner shall have no authority to enter into contracts on the Business Owner's behalf or represent the Business Owner in any manner.

Governing Law

This Agreement shall be governed under the laws in the Republic of North Macedonia.

Severability

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

Breach Waiver

Any waiver by the Business Owner of a breach of any section of this Agreement by the Contributing Partner shall not operate or be construed as a waiver of any subsequent breach by the Contributing Partner.

11. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Business Owner and Contributing Partner.

Business Owner Print Name _____

Business Owner Signature _____

Contributing Partner Print Name _____

Contributing Partner Signature _____

Date _____