PARTNER PROGRAM

Batoi Partner Agreement

Reusable master terms for consultant, referral, implementation, technology, and managed-service partners.

Document status	Current position
Purpose	Reusable base agreement; complete the schedules for each approved partner.
Status	Draft for business and legal review
Last updated	6 September 2026
Source	Batoi Partner Agreement Template and Batoi Partnership Program Terms

Important: Complete the schedules and confirm the correct Batoi entity, partner entity, governing law, tax treatment, data-processing requirements, liability terms, and commercial terms before signature. Local counsel should review each completed agreement, especially for cross-border relationships.

Partner Agreement

This Partner Agreement (the **Agreement**) is entered into as of **[Effective Date]** by and between:

1. **[Full legal name of Batoi entity]**, a **[jurisdiction and entity type]**, with its registered office at **[address]** (**Batoi**); and

2. **[Full legal name of partner entity]**, a **[jurisdiction and entity type]**, with its registered office at **[address]** (**Partner**).

Batoi and Partner are each a **Party** and together the **Parties**.

1. Purpose and Appointment

1.1 Batoi appoints Partner on a **[non-exclusive/exclusive only if expressly approved]** basis for the partner type, capability domains, territory, and term stated in Schedule A.

1.2 Partner may identify, qualify, register, and support opportunities involving approved Batoi products and services. Partner may perform advisory, implementation, integration, training, or managed services only where the applicable role and capability have been approved by Batoi and documented in a Statement of Work (**SOW**).

1.3 Certification, directory listing, co-marketing benefits, and access to enablement resources depend on Partner satisfying the applicable programme, training, security, and performance requirements.

1.4 Unless Schedule A expressly states otherwise, the appointment is non-exclusive, does not reserve any customer or territory, and does not prevent either Party from working with other parties.

2. Independent Contractors; No Authority

2.1 The Parties are independent contractors. Nothing in this Agreement creates an employment relationship, agency, franchise, fiduciary relationship, legal partnership, or joint venture.

2.2 Partner must not:

- bind Batoi or enter into any obligation on Batoi's behalf;
- quote, discount, modify, resell, sublicense, warrant, or promise Batoi products or services without written authorization;
- represent that it is Batoi, an employee of Batoi, or an officer of a Batoi legal entity;
- use a Batoi designation, title, email address, business card, brand, domain, trade name, or social profile except as expressly approved in writing; or
- appoint a sub-agent or subcontractor to represent Batoi without prior written approval.

2.3 Any commercial or ecosystem designation listed in Schedule A is descriptive of the approved partner role only. It does not create employment, corporate office, signing authority, management authority, or authority to speak for Batoi.

3. Partner Responsibilities

Partner will:

- act professionally, lawfully, honestly, and in a manner consistent with Batoi's published programme and brand guidance;
- accurately describe Batoi products, deployment options, availability, pricing, security posture, and roadmap;
- qualify opportunities before requesting material Batoi pre-sales or engineering support;
- maintain personnel with appropriate training and capability for the services Partner performs;

- avoid misleading claims, unauthorized commitments, conflicts of interest, and misuse of customer or Batoi information;
- obtain all licences, approvals, insurance, and professional authorizations required for Partner's services;
- promptly disclose any actual or potential conflict, regulatory concern, security incident, or customer complaint affecting Batoi; and
- maintain accurate records supporting registered opportunities and commissions.

4. Batoi Responsibilities

Batoi will:

- provide current product and programme information reasonably required for the approved partner role;
- review properly submitted opportunity registrations in good faith;
- provide agreed enablement, demonstrations, technical input, or delivery support subject to availability and the applicable SOW;
- control product licensing, product terms, platform architecture, roadmap, releases, security boundaries, and support policy; and
- pay commissions earned under this Agreement and Schedule A.

5. Opportunity Registration

5.1 Partner must register each opportunity using the information in Schedule B before claiming commission or opportunity protection.

5.2 An opportunity becomes an **Accepted Opportunity** only when Batoi confirms acceptance in writing. Batoi may reject or limit a registration where:

- the customer or opportunity is already active, registered, or known to Batoi;
- the information is incomplete, inaccurate, speculative, or obtained improperly;
- Partner has not materially originated or advanced the opportunity;
- the opportunity conflicts with law, policy, another binding commitment, or Batoi's strategic interests; or
- Batoi cannot reasonably support the proposed scope.

5.3 Acceptance applies only to the identified customer, scope, product, territory, and protection period. It does not grant ownership of the customer or every future transaction with that customer.

5.4 Partner will provide reasonable opportunity updates. Batoi may close an inactive registration after **[90]** days without material progress, after giving Partner written notice.

6. Product Licensing and Customer Contracts

6.1 Unless expressly stated in Schedule A, Batoi will contract directly with the customer for Batoi subscriptions, licences, support, and Batoi-owned professional services.

6.2 Batoi alone determines whether to contract, product availability, customer eligibility, pricing, discounts, credit terms, product terms, security commitments, and acceptance of an order.

6.3 Partner may not make representations beyond Batoi's then-current written materials or the written terms approved for the opportunity.

7. Commission

7.1 For an Accepted Opportunity, Batoi will pay Partner the commission stated in Schedule A on **Net Collected Licence Revenue** actually received by Batoi during the eligible commission period.

7.2 **Net Collected Licence Revenue** means amounts received for eligible Batoi subscriptions or licences, excluding taxes, duties, refunds, credits, rebates, chargebacks, financing charges, payment-processing charges, pass-through costs, third-party products, cloud or infrastructure usage, support, implementation, consulting, training, travel, and managed services unless Schedule A expressly includes an item.

7.3 Commission is earned only after Batoi receives cleared, non-refundable customer payment and Partner remains compliant with this Agreement.

7.4 Batoi will provide a commission statement and pay undisputed earned commission **[quarterly, within 30 days after quarter-end]**, subject to receipt of a valid invoice and any required tax documentation.

7.5 The year-one rate, renewal rate, eligible renewal period, currency, taxes, withholding, and payment method must be completed in Schedule A. No commission continues for the life of an account unless Schedule A expressly states that result.

7.6 If Batoi refunds, credits, writes off, or is charged back an amount on which commission was paid, Batoi may offset the corresponding overpayment against future commission or request repayment within **[30]** days.

7.7 No commission is payable for pre-existing accounts, unaccepted opportunities, unauthorized commitments, fraudulent or unlawful conduct, or amounts not collected by Batoi.

8. Partner Services and Project Economics

8.1 Partner-owned advisory, consulting, implementation, integration, training, or managed services are separate from Batoi product licensing.

8.2 Before any customer commitment, the Parties will sign an SOW or project addendum stating:

- customer and contracting entity;
- outcome, scope, assumptions, exclusions, and acceptance criteria;
- delivery leadership, responsibilities, personnel, and approved subcontractors;
- architecture, data, security, compliance, deployment, and support boundaries;
- timetable, dependencies, change control, and escalation;
- fees, expenses, invoicing, taxes, margin or revenue allocation, and payment timing;
- ownership and licensing of deliverables and background intellectual property;
- warranties, service levels, liability, indemnity, and insurance appropriate to the work; and
- customer communication, publicity, and reference permissions.

8.3 Neither Party is entitled to a fixed share of the other Party's service revenue unless an executed SOW expressly provides it.

8.4 A referral to a third party does not authorize that third party to represent Batoi. Any third-party participation requires Batoi's prior written approval and appropriate contractual terms.

9. Customers, Leads, and Non-Circumvention

9.1 Each Party retains its pre-existing customer relationships, leads, methods, and records.

9.2 An Accepted Opportunity creates only the commercial protection stated in Schedule A. It does not transfer ownership of a customer, restrict ordinary customer choice, or prevent Batoi from supporting its products and legal

obligations.

9.3 During the opportunity-protection period, neither Party will knowingly bypass the other solely to avoid an earned, documented commission or project allocation. This clause does not apply to pre-existing relationships, inbound customer contact, unrelated work, expired registrations, customer-requested contracting changes, or lawful termination for cause.

9.4 Neither Party may disclose identifiable customer or contact information to another party except for the approved opportunity, under appropriate confidentiality and data-protection terms, and only to the extent necessary.

10. Brand, Public Statements, and Batoi Ventures

10.1 Batoi and its licensors retain all rights in Batoi names, marks, domains, products, documentation, designs, and brand assets.

10.2 Partner receives a limited, revocable, non-transferable right during the term to use only the approved partner badge and wording in accordance with written brand guidance.

10.3 Partner may not register or use any company name, DBA, domain, social handle, product, programme, or offering containing **Batoi** or a confusingly similar term without a separate written trademark licence signed by Batoi.

10.4 **Batoi Ventures** is not granted, licensed, approved, or created by this Agreement. Any use or commercialization of that name requires a separate written agreement defining ownership, control, governance, economics, liability, contracting, and termination.

10.5 Press releases, case studies, customer names, testimonials, public claims, and co-branded materials require prior written approval from Batoi and, where applicable, the customer or other named party.

11. Intellectual Property

11.1 Each Party retains ownership of intellectual property created or acquired independently of this Agreement (**Background IP**).

11.2 Batoi retains ownership of Batoi products, platform components, software, models, frameworks, documentation, improvements, configurations of general applicability, and product feedback incorporated into them.

11.3 Partner retains ownership of its independently developed advisory methods, templates, and other Partner Background IP.

11.4 Ownership and permitted use of project-specific deliverables must be stated in the applicable SOW. No ownership transfers by implication.

11.5 Partner will not reverse engineer, copy, scrape, benchmark publicly, remove notices from, or create unauthorized derivative works of Batoi technology except to the extent such restriction is prohibited by applicable law.

12. Confidentiality

12.1 **Confidential Information** means non-public business, technical, product, security, customer, pricing, financial, contractual, personnel, and strategic information disclosed by or for a Party, whether marked confidential or reasonably understood to be confidential.

12.2 The receiving Party will:

- use Confidential Information only to perform this Agreement;
- disclose it only to personnel and approved advisers who need it and are bound by equivalent duties;
- protect it with at least reasonable care; and
- promptly notify the disclosing Party of unauthorized access or disclosure.

12.3 Confidential Information excludes information the receiving Party can demonstrate was lawfully known without restriction, independently developed, lawfully received from a third party, or public without breach.

12.4 If disclosure is legally required, the receiving Party will, where lawful, give prompt notice and disclose only what is required.

12.5 These duties continue for **[five]** years after termination; trade secrets remain protected while legally qualifying as trade secrets.

13. Data Protection and Security

13.1 Each Party will comply with applicable privacy, data-protection, cybersecurity, breach-notification, and records laws for the personal data it controls or processes.

13.2 Customer data must not be accessed, copied, exported, combined, retained, or used for marketing, model training, analytics, or another customer without documented authorization.

13.3 If one Party processes personal data on behalf of the other or a customer, the Parties must execute an appropriate data-processing addendum before processing begins. It must address documented instructions, confidentiality, security measures, subprocessors, individual rights, assistance, international transfers, audits, breach response, and return or deletion.

13.4 Partner will maintain reasonable administrative, technical, and physical safeguards and notify Batoi without undue delay, and no later than **[24]** hours after discovery, of a suspected incident affecting Batoi systems, credentials, Confidential Information, or customer data.

13.5 Partner will not access Batoi production systems or customer environments unless expressly authorized for named personnel, scope, duration, and purpose.

14. Compliance and Ethical Conduct

14.1 Each Party will comply with applicable anti-bribery, anti-corruption, sanctions, export-control, competition, procurement, marketing, and professional-services laws.

14.2 Partner will not offer, authorize, request, receive, or provide any improper payment or benefit; transact with a prohibited party; conceal a conflict; or use commission for an unlawful purpose.

14.3 Partner will complete reasonable risk-based due diligence and provide compliance certifications or supporting records when reasonably requested.

14.4 Partner must obtain written approval before engaging any sub-agent or subcontractor in connection with Batoi. Partner remains responsible for approved subcontractors unless an SOW states otherwise.

15. Records and Audit

15.1 Each Party will maintain records reasonably sufficient to verify its obligations, invoices, commissions, and compliance for **[three]** years after the relevant transaction.

15.2 On reasonable notice and no more than once annually, a Party may have an independent auditor review records directly relevant to a good-faith commission or compliance dispute. The auditor must protect confidentiality, and the requesting Party bears the cost unless a material discrepancy of more than **[5%]** is found.

16. Representations and Warranties

Each Party represents that:

- it is duly organized and authorized to enter this Agreement;
- the signer has authority to bind it;

- performance will comply with law and not knowingly infringe third-party rights; and
- it will not make knowingly false or misleading statements in connection with the partnership.

Except as expressly stated in an applicable product agreement or SOW, neither Party makes any other warranty, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or guaranteed business result, to the extent permitted by law.

17. Indemnification

17.1 Partner will defend and indemnify Batoi and its affiliates, officers, and personnel against third-party claims arising from Partner's services, unauthorized representations or commitments, breach of law, misconduct, infringement by Partner materials, employment obligations, or breach of Sections 10 through 14.

17.2 Batoi will defend and indemnify Partner against a third-party claim that an unmodified Batoi product, used as authorized, infringes that third party's intellectual-property right, subject to the applicable product terms and exclusions.

17.3 The indemnified Party must give prompt notice, reasonable cooperation, and control of the defence to the indemnifying Party, provided no settlement admits fault or imposes non-monetary obligations on the indemnified Party without consent.

18. Limitation of Liability

18.1 To the maximum extent permitted by law, neither Party will be liable under this Agreement for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, goodwill, or data, even if advised of the possibility.

18.2 Except for excluded claims, each Party's aggregate liability under this Agreement will not exceed **[the fees and commissions paid or payable under this Agreement during the 12 months preceding the event giving rise to the claim / agreed amount]**.

18.3 The limitation in Section 18.2 does not apply to fraud, wilful misconduct, death or personal injury caused by negligence where liability cannot be limited, infringement or misuse of intellectual property, breach of confidentiality or data-protection obligations, indemnification obligations, unlawful payments, or amounts properly due.

19. Term and Termination

19.1 The initial term is **[one year]** from the Effective Date and renews for successive **[one-year]** periods unless either Party gives **[30]** days' written notice before renewal.

19.2 Either Party may terminate for convenience on **[30]** days' written notice.

19.3 Either Party may terminate immediately for an incurable material breach, fraud, unlawful conduct, insolvency, serious security incident, misuse of brand or data, or conduct reasonably likely to cause material reputational harm. For a curable material breach, the breaching Party will have **[15]** days after notice to cure.

19.4 On termination, Partner will stop representing itself as a Batoi partner, stop using Batoi marks and access, return or delete Confidential Information as instructed, and provide an orderly handover for active customers.

19.5 Commission after termination is payable only as stated in Schedule A for Accepted Opportunities and amounts collected during any approved tail period. No tail applies following termination for Partner's fraud, unlawful conduct, or material breach.

19.6 Sections intended by their nature to survive will survive, including payment, intellectual property, confidentiality, data protection, compliance, indemnification, liability, dispute resolution, and general terms.

20. Dispute Resolution and Governing Law

20.1 Business owners will first attempt in good faith to resolve a dispute within **[15]** days after written notice.

20.2 Unresolved disputes will proceed to **[courts/arbitration]** in **[location]** under **[rules]**, in the English language.

20.3 This Agreement is governed by the laws of **[jurisdiction]**, excluding conflict-of-law principles. Nothing prevents a Party from seeking urgent injunctive relief to protect confidential information, data, systems, or intellectual property.

21. General

21.1 **Notices.** Formal notices must be sent to the contacts in Schedule A by **[email plus courier / agreed method]** and are effective as stated there.

21.2 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all relevant assets, provided the assignee assumes the Agreement.

21.3 **No third-party beneficiaries.** This Agreement benefits only the Parties and permitted successors.

21.4 **Force majeure.** Neither Party is liable for delay caused by events beyond reasonable control, excluding payment obligations, provided it promptly notifies the other and mitigates the effect.

21.5 **Entire agreement and precedence.** This Agreement and its executed schedules and SOWs are the complete agreement on their subject. If terms conflict, the order of precedence is: signed SOW for that project, Schedule A for partner-specific commercial terms, this Agreement, then other schedules—unless the document expressly states otherwise.

21.6 **Amendment and waiver.** Amendments and waivers must be in writing and signed by authorized representatives. A delay in enforcement is not a waiver.

21.7 **Severability.** An unenforceable provision will be modified only as necessary, and the remaining terms remain effective.

21.8 **Counterparts and electronic signatures.** The Agreement may be signed in counterparts and electronically to the extent permitted by applicable law.

Schedule A: Partner Profile and Commercial Terms

Item	Agreed Term
Batoi legal entity	[Insert]
Partner legal entity	[Insert one entity only]
Partner type	[Referral / Consultant / Implementation / Technology / Managed Service]
Partner level	[Registered / Certified / Strategic]
Approved capability domains	[Insert]
Approved descriptive designation	[Optional; no employment or authority]
Territory	[Insert; non-exclusive unless stated]
Named accounts or exclusions	[Insert]
Opportunity protection period	[Insert]
Eligible Batoi products	[Insert]
Year-one licence commission	[Insert percentage] of Net Collected Licence Revenue
Renewal commission	[Insert percentage or none]
Renewal eligibility period	[Insert duration]
Post-termination tail	[Insert duration and conditions or none]
Payment frequency	[Insert]
Currency and payment method	[Insert]
Tax and withholding documentation	[Insert]
Certification requirements	[Insert]
Brand permissions	[Insert]
Insurance requirements	[Insert]
Batoi business owner	[Name, title, email]
Partner business owner	[Name, title, email]
Notice contacts	[Insert]
Initial term	[Insert]
Special terms	[Insert or none]

Schedule B: Opportunity Registration

Field	Required Information
Registration date	[Insert]
Partner and representative	[Insert]
Prospective customer	[Legal name and website]
Customer contacts	[Business contact details with lawful basis for sharing]
Opportunity origin	[How Partner originated or materially advanced it]
Business outcome	[Customer need and intended result]
Proposed Batoi products	[Insert]
Proposed Partner services	[Insert]
Estimated value and timing	[Insert with assumptions]
Existing vendors or relationships	[Known information]
Data, security, and regulatory context	[Known requirements]
Requested Batoi support	[Insert]
Conflicts or related registrations	[Insert]
Batoi decision	[Accepted / Limited / Rejected]
Protection scope and expiry	[Completed by Batoi]
Decision owner and date	[Completed by Batoi]

Schedule C: Statement of Work Template

C1. Project

- Customer:
- Contracting Parties:
- Effective Date:
- Term:
- Business Outcome:

C2. Scope

- In Scope:
- Out of Scope:
- Assumptions:
- Dependencies:
- Deliverables:
- Acceptance Criteria:

C3. Responsibilities

Workstream	Batoi	Partner	Customer	Approved Subcontractor
Discovery				
Architecture				
Configuration or development				
Data and migration				
Security and compliance				
Testing and acceptance				
Deployment				
Training and adoption				
Support and operations				

C4. Commercials

- Product fees:
- Batoi professional-service fees:
- Partner service fees:

- Revenue or margin allocation, if any:
- Expenses:
- Taxes and withholding:
- Invoicing and payment milestones:
- Change-control rates:

C5. Delivery Controls

- Timeline and milestones:
- Governance and decision rights:
- Architecture and deployment model:
- Data-processing roles:
- Security controls:
- Service levels:
- Escalation:
- Change control:
- Customer-reference permission:

Schedule D: Data Processing and Security

Complete or attach a jurisdiction-appropriate data-processing addendum where personal data will be processed.

- Parties' controller and processor roles.
- Subject matter, duration, nature, and purpose.
- Personal-data types and data-subject categories.
- Documented instructions and permitted locations.
- Confidentiality and access controls.
- Technical and organizational security measures.
- Approved subprocessors and change notification.
- Cross-border transfer mechanism.
- Individual-rights assistance.
- Incident notification and cooperation.
- Audit and evidence rights.
- Return, deletion, and retention requirements.

Schedule E: Brand and External Representation

- Approved partner name and logo.
- Approved Batoi badge and wording.
- Approved designation, if any.
- Approved websites and social profiles.
- Pre-approved product descriptions.
- Prohibited claims and commitments.
- Approval contacts and turnaround.
- Expiry or withdrawal process.

Signatures

For Batoi

- Legal Entity:
- Authorized Signatory:
- Title:
- Signature:
- Date:

For Partner

- Legal Entity:
- Authorized Signatory:
- Title:
- Signature:
- Date: