

Referral Agreement

Between

Company:	Contact:
	Address:

hereinafter as Referral Partner

and

Iskra eCommerce GmbH (23.investments), Aeschstrasse 4, 8834 Schindellegi, Switzerland - UID: CHE-496.741.074 and its investors and holding (23.investments).

following as 23.investments

1. **Referrals.** During the term of this Agreement, Referral Partner will endeavor to refer opportunities to 23.investments ("Referred Opportunities). This Agreement does not obligate Referral Partner to make any particular number of referrals, and does not obligate 23.investments to accept any particular number of Referred Opportunities.
2. **Referral Partner Fees.** Should 23.investments, or its portfolio businesses, elect to do business with the Referred Opportunities, 23.investments will pay to Referral Partner a fee as outlined in Appendix A ("Referral Partner Fees").
3. **Relationship of the Parties.** This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability upon any party.
4. **Term and Termination.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for twelve (12) months or until terminated by either party providing the other with no less than thirty (30) days advance-written notice. Section 5 will survive the termination of this Agreement.
5. **Miscellaneous.**
 - 5.1. **Notices.** Any notice or other communication under this Agreement given by either party to the other party will be in writing (including by email) and be valid upon actual receipt.
 - 5.2. **Governing Law & Jurisdiction.** The present contract shall be governed by the law of Switzerland. For all disputes arising out of or in connection with this Agreement, including disputes regarding its valid conclusion, its legal validity, its amendment or termination, the parties agree that the ordinary courts at the registered office of the Provider shall have exclusive jurisdiction.

5.3. **Attorney's Fees & Costs.** The prevailing party in any action to enforce or interpret this Agreement shall be entitled to all costs and fees recoverable pursuant to applicable law and to its reasonable attorney's fees and costs of suit.

5.4. **Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between Referral Partner and 23.investments related to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.

5.5. **Counterparts.** This Agreement may be executed electronically and in counterparts.

5.6. **Severability.** Should any provision of this Agreement be found by a court of competent jurisdiction to be unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, shall be severed herefrom and the remainder of this Agreement shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective as of the Effective Date.

Place:

Place: Schindellegi, Switzerland

Date:

Date:

Referral Party:

23.investments:

Company (optional if individual person)	Company: Iskra eCommerce GmbH / 23.investments
Name:	Name: Lukas Hertig
Title/Function:	Title/Function: Managing Director & Investor
Signature(s):	Signature:

Appendix A - Referral Partner Fees & Acquisition Targets

Referral Partner Fee Breakdown

- Referral Partner entitled to an amount equal one percent (0,25%) of the upfront invested capital for successful Referred Opportunities of acquisition targets that turn into closed deals.
- Minimum payment is five thousand Swiss Francs (5,000 CHF).
- Maximum payment is fifty thousand Swiss Francs (50,000 CHF).

Acquisition Targets

- 23.investments are focused on acquiring profitable businesses in the retail and technology sectors that possess a competitive edge, are simple to understand, and have healthy financials. Our ideal targets have a minimum of three years in the business, a top-notch team, and are ethical and transparent in their practices. We are particularly interested in companies looking for succession and those with low to medium digital maturity, including those with opportunities for expansion from B2C to B2B, and those facing digital challenges. Our areas of expertise include converting retail to omni-channel companies, IT Managed Service Providers, eCommerce, Digital Agencies, Software, Media (both traditional and social media such as facebook groups), and eLearning.
- Referral Partner must introduce us directly to the founder, or key decision maker of the Referred Opportunity.
- Referred Opportunity must be a company which we have not spoken to before (please check with us before).
- Referral Partner Fees for closed deals will be paid within thirty (30) days of 23.investments's successful close of the Referred Opportunities. Referral Partner will be notified via email when the deal closes.