

## **PARTNERSHIP AGREEMENT**

This Strategic Alliance Agreement (hereinafter referred to as the "**Agreement**") is entered into as of the 18 day of March, 2022, (hereinafter referred to as the "**Effective Date**"); by and between:

**"OIKONOMAKIS CHRISTOS GLOBAL LAW FIRM"** a duly registered LLP in Piraeus ("Headquarters"), having registered address at 42-44 Iroon Polytechniou, 2<sup>nd</sup> floor, P.O. 18535, Piraeus, Greece for the purposes of official communication and notices, having Tax Identification Number: 997200033 / Tax Office Office: A' Piraeus, represented by Mr. Oikonomakis Christos (hereinafter referred to as "**First Law Firm**" or "**First Party**"); and

**"Zeka Law Firm"** a duly registered LLP(shpk) in Tirana, having its registered office at: Street "Sulejman Delvina, building 14, 2<sup>nd</sup> floor, Tirana, Albania "for the purpose of notifications, having Tax Identification No: M11505003K represented by Mr. Fabiola Zeka (Advocate, Founder) with id no. J05423077V and Lawyer's ID 9026 (hereinafter referred to as "**Second Law Firm**" or "**Second Party**").

WHEREAS, the First Law Firm and Second Law Firm (individually the "Party" and collectively the "Parties") are two upcoming full service law firms having operations in various countries, and business relations with reputed legal entities.

WHEREAS, the Parties agree to enter into a strategic alliance to collaborate for various business development aspects as detailed in the Agreement.

NOW, therefore, in consideration of the foregoing and of the mutual promises hereinafter expressed, the Parties hereto do mutually agree as follows:

### **ARTICLE 1 - SCOPE OF STRATEGIC ALLIANCE**

The purpose of this Agreement, is cooperation between the Parties, in turn of a fee, to provide services legal and relevant alike and in general, to provide any such service which is for a lawyer to provide, towards natural and legal persons, association of persons, organizations etc. of any legal form and origin, of private or public law. The intention is to set up a synergy between two reputable law firms in order to have a strong partnership and help each other to support clients in other countries too with utmost efficiency for both the Parties. The goal is to create a specialized legal and advocacy synergy scheme between the Parties in order to support their respective clients worldwide, so that both the firms are exposed to the same mentality and represent as a common structure and one entity.

## **ARTICLE 2 - PERIOD OF PERFORMANCE**

This Agreement will commence on the Effective Date and, will continue for an unlimited period. Notwithstanding the foregoing, this Agreement will be terminated at any time by both Parties without charges for liability following notice period of two (2) months, under the condition that all cases assumed in the meantime will be carried through as seem fit.

## **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

- Both Parties agree to synergize, partner, collaborate and assist each other to fulfill obligations, duties, responsibilities, tasks, assignments and projects as undertaken as per the terms and scope of this Agreement or any other agreement in writing pursuant the purposes mentioned in this Agreement.
- Both Parties are required to modify the operating space of its offices and to adopt operating techniques for the promotion of this agreement. Except from the provision of the registered office (which will include at least a reception hall, a conference room and one desk office), the each Party should take care of the administration of a regional-national landline and mobile line assumed and delivered to the First Party strictly as per the Law of the land of the Second Party, which will take care of the relevant expenses of all the above. Parties are obligated to adopt to the each other's mandatory learning - monitoring of programs, archives and protocol. The offices should be as per business hours by the clients and employees of both Parties and should be used accordingly.
- Parties must aesthetically accommodate and display signage, logo and brand presence of the other Party at both the headquarters and law offices (both inside and outside the building i.e. at the main entrance of the building but as well at the entrance of the office).
- Both Parties will take care of any matter of this agreement relating to digital marketing, social media, website, secretarial support and phone call center. Moreover, both Parties will upload on its websites, social media, press releases, newsletters, letterheads, logos, clients database etc. (wherever it is applicable) information about the cooperation including but not limited to, details of the Associates, team and offices.
- The Second Party will also be a part of the First Party's Online Booking Appointment Service platform, so as once a client books an appointment for consultancy in the Albania office, one of the Firm's Associates may attend the meeting with the client.
- The office in the headquarters of both Parties, digital marketing issues, social media, website, secretarial support and phone call center will be at the care and expense of each Party.

#### ARTICLE 4 – PAYMENT TERMS

- First Party will have the rights to manage the financial matters of this cooperation.
- The fees, profit sharing, and division of labor must be agreed prior to the undertaking of each and every case. (In particular, bearing in mind the fact that a various range of cases demand the prepayment method, as the most functional way of payment, all Parties of the agreement must be aligned with this, since some expenses or payments should be made by the Second Party for the client).
- Each Party should make an exact financial evaluation of the case by case scenario, and provide the estimated costs to the Third Parties. The aforementioned financial evaluation should be as accurate as possible. This is a highly important recommendation, in order to estimate our fees and make us sum up the costs of other Parties too. Thus, the client should make a prior partial payment of the final amount which has to be paid, in order to commence the procedure and make the needed payments to the potential involved Third Parties.
- In the case that the expenses to the Third Parties, exceed the prior financial evaluation which was made, the Second Party should inform immediately the First Party about. After the First Party will be informed and proceed with an approval of the new financial statement, the Second Party should pay the costs' difference.
- What is more, there will be a monthly clearance of outstanding finances in relation to the cases processed within a (1) month. Having regard to the applicable laws, the charter document if any and any applicable obligations, both Parties agree to assist each other for the purposes of tax compliances as per applicable law.
- Both Parties are obligated to keep the other Party informed about the finances, commercials, work progress, including but not limited to other notable events during the course of the agreement.
- The First Party shall invoice clients for each new agreement, assignment, task, project, work or case, bearing in mind the case by case scenario. The Second Party will be paid by the amount which will be agreed and based on the asked task.
- The parties will evaluate case by case which will be the payments which will be made in advance depending on the case and the request of the second party
- Both Parties will receive a percentage on a case by case basis for the cases and clients that make referrals to each other (given that the case will be finally assigned to), even if it has not any scientific participation in the case. Thus, in the case that the Second Party suggest our services to a client which is located abroad, for instance, in France, in order to put through his case, the Second Party will receive the percentage of ten (10%) on the final amount that the client will pay.

- The Parties agree to maintain complete transparency of invoices, bills and receipts etc. for the purposes of this Agreement.

#### **ARTICLE 5 - MANAGEMENT**

Each Party will designate a partner, point-of-contact, officer or other senior person to be responsible for the overall administration of this Agreement.

#### **ARTICLE 6 - PRACTICE OF LAW**

Each party will have the right, to practice law individually or throughout another firm under the condition that they will not solicit or raid either clients or potential clients, neither directly nor indirectly. Consequently, the Parties agree to neither compete with each other nor act/omit with malice. The Parties agree to harbor healthy, transparent and conducive relations. Subject to any other agreement in writing, the First Party may neither directly nor indirectly engage any other firm, company, individual or entity in Albania for the same or similar, including but not limited to, purposes, scope, duties, obligations, roles and understanding. Therefore, this agreement is exclusive between the Parties and the Second Party shall enjoy the fruits of being the exclusive associate in Albania for the First Party.

#### **ARTICLE 7 - CONFIDENTIAL INFORMATION & NON CIRCUMVENTION**

The Parties acknowledge and agree that in the course of the performance of the services from both the Parties (collectively, the "Services") or additional services pursuant to this Agreement, that each Party may be given access to, or come into possession of, confidential information of the other Party which information may contain trade secrets, proprietary data, business connections or other confidential material of that Party. Materials used in any engagement undertaken pursuant to this Agreement will not be altered or changed without the consent of both Parties. Each Party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it in written or other tangible form or orally, identified as confidential or may reasonably be deemed to be of confidential nature, by the other Party without the prior written consent of the other Party. Each Party will take every reasonable precaution to protect the confidentiality of such information within its scope of control. In the event of termination of this Agreement, there will be no use or disclosure by any Party of any confidential information of the other Party. This section will not apply to any confidential information which is or becomes generally known and available in the public domain through no fault of the Party in control of such information. The Parties further agree that they will never, during the term of this Agreement and for a further period of two (2) years, circumvent or attempt to circumvent the other Party to directly approach any business contact or business (including both existing and potential clients) of the other Party disclosed in pursuance to this Agreement without the prior express written consent to the Party originally disclosing

the business contact or business as stipulated above.

#### **ARTICLE 8 - NON – PARTNERSHIP and further assurance**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing in advance. The Parties do not contemplate a sharing of profits relating to the Services so as to create a separate taxable entity, nor co-ownership of a business or property so as to create a separate partnership under the law of any jurisdiction.

#### **ARTICLE 9 - TRADEMARK, TRADE NAME, COPYRIGHTS AND REPRESENTATION**

- **General:** Except as expressly provided herein, this Agreement does not give either Party any ownership rights or interest in the other Party's trade name, trademarks, copyrights or any other intellectual property.
- **Promotion and Referral Activities:** Any use of trademark, trade name and copyrights for promotional and/or referral activities must be done in compliance with the provisions of this Agreement unless with prior written consent of the other Party.

#### **ARTICLE 10 - INDEMNIFICATION**

Each Party, at its own cost and expense, will indemnify, defend and hold the other, its partners, associates, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including but not limited to reasonable attorney's fees) resulting solely and directly from the indemnifying Party's negligence or willful misconduct. Neither of the Parties will be required hereunder to defend, indemnify or hold harmless the other or its partners, associates, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the Party seeking indemnification or of any third-party. Both agree to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying Party will have the right to defend against any such claim with counsel of its own choosing and to settle or compromise such claim as it deems appropriate. Each Party further agrees to cooperate with the other in the defense of any such claim or other matter.

#### **ARTICLE 11 - NON-SOLICITATION OF PERSONNEL**

The Parties agree not to engage as employees the other's employees during the term of this Agreement and for a period of three (3) months following expiration or termination of this Agreement except as may be mutually agreed in writing.

#### ARTICLE 12 - INTELLECTUAL PROPERTY

- Any and all work, tasks, assignments, projects etc. performed on engagements pursuant to this Agreement by either Party and information, materials, products and deliverables developed in connection with engagements pursuant to this Agreement will be the property of the respective Party performing the work substantially.
- All underlying methodology utilized respectively which was created or developed by either prior to the date of this Agreement and utilized in the course of performing engagements pursuant to this Agreement will not become the property of the other.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

- **Entire Agreement:** This Agreement together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the Parties.
- **Conflict:** In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement will prevail.
- **Assignment and Delegation:** Neither Party will assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person or entity without prior express written approval of the other Party.
- **Notices:** Any notice required or permitted to be given under this Agreement will be in writing, by hand delivery, commercial overnight courier, registered or certified mail, or by e-mail to the correspondences stated below for the FIRST LAW FIRM or to the address stated below for the SECOND LAW FIRM, and will be deemed duly given upon receipt, or if by registered or certified mail then considered to be delivered in three (3) business days following deposit in the mail, or if by e-mail then considered to be delivered within one (1) day of sending the same. The Parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

	Address	Email ID	Phone Number
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Oikonomakis Christos Global Law Firm	42-44, Iroon Polytechniou, 2 <sup>nd</sup> floor, P.O. 18535, Piraeus, Greece	<a href="mailto:info@oikonomakislaw.com">info@oikonomakislaw.com</a> <a href="mailto:cashier@oikonomakislaw.com">cashier@oikonomakislaw.com</a> <a href="mailto:secretary@oikonomakislaw.com">secretary@oikonomakislaw.com</a> <a href="mailto:accounting@oikonomakislaw.com">accounting@oikonomakislaw.com</a> <a href="mailto:pr@oikonomakislaw.com">pr@oikonomakislaw.com</a> and any other email with the domain @oikonomakislaw.com  <a href="http://www.oikonomakislaw.com">www.oikonomakislaw.com</a>	+ 302103600036  and any other telephone number referred as contact information on the website <a href="http://www.oikonomakislaw.com">www.oikonomakislaw.com</a>
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- **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of this Agreement, and this Agreement will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- **Mergers, Acquisitions, Collaborations and Transformations:** Each Party respectively acknowledges that it is considering future business expansion, which may be either through a merger, acquisition, collaboration, or transformation into another entity, and that each Party shall endeavor to keep this Agreement effective and, if required, shall propose to carry out the necessary changes in the Agreement and at its internal level to achieve the objectives of this Agreement in all such cases.
- **Dispute Resolution:** In case of any dispute between the Parties, the matter will be decided through mutual negotiations, mediations, failing which arbitration will be preferred, through a sole arbitrator under the applicable rules International Law. The seat of the arbitrator will be in Greece, or any other place where both the parties mutually agree upon and the language of the arbitration will be English. However, any such arbitration must allow the Parties to participate, attend, represent, and contest in the said arbitration remotely via conference video over the internet or web using any third-party software suitable for the same or any software/app decided mutually between the Parties or decided by the Arbitrator in the natural course of exercise his powers.

- **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of Greece and Albania with inclusion of the rules of international private law on the determination of the applicable law.
- **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- **Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- **Expenses:** Each of the Parties shall bear their respective expenses incurred in connection with negotiating, drafting, pursuing and consummating this Agreement including brokerage fee, or fees for legal advisors, auditors, consultants or other representatives. Each Shareholder shall be responsible for the payment of any and all taxes or duties related to the allotment, stamp or other similar taxes attributable to the issuance and allotment of the relevant Subscription Shares to such Shareholder. Further, each Shareholder shall be responsible for all its direct taxes namely income tax, TDS, etc.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

<b>For Oikonomakis Christos Global</b>	<b>For Zeka Law Firm</b>
<b>Authorized Representative</b>	<b>Authorized Representative</b>
<b>Name: Oikonomakis Christos</b>	<b>Name: Fabiola Zeka</b>
<b>Sign: _____</b>	<b>Sign:</b>
<b>Date: .../.../.....</b>	<b>Date:18.03.2022</b>
<b>Place: Piraeus, Greece</b>	<b>Place: Tirana Albania</b>