

**Unsigned sample for review.** This is the complete Channel Partner Agreement (version 2026-10-19), including Schedule A, as the SourceX Partner Portal shows it before signing, with the standard reward terms. Details in square brackets are completed on the portal's signing page. Partners sign at [refer.sourcex.si/agreement](https://refer.sourcex.si/agreement) after registering; this copy is not for signature.

# Channel Partner Agreement

This Agreement protects introductions and confidential information exchanged for the SourceX referral program and related data licensing opportunities. Schedule A sets the reward rules. SourceX licenses directly from suppliers; Partner makes introductions. This Agreement does not itself grant data rights or guarantee a referral reward.

This Agreement is between SourceX Inc., a Delaware corporation, with its legal and mailing address at 16192 Coastal Highway, Lewes, Delaware 19958, USA, notice email [hello@sourcex.si](mailto:hello@sourcex.si) ("SourceX"), and [Partner legal name], [an individual, or entity type and jurisdiction], with its address at [Partner address] and notice email [Partner notice email] ("Partner"). SourceX and Partner are each a "Party" and together the "Parties." It becomes effective on the later date of signature below (the "Effective Date").

## 1 Definitions

**1.1 Program Terms.** "Program Terms" means the complete channel partner rules in Schedule A, which form part of this Agreement. No separate website snapshot or attachment is incorporated.

**1.2 Introduced Contact.** "Introduced Contact" means an identified prospective supplier, data buyer, AI developer or other business contact disclosed by one Party (the "Introducing Party") to the other (the "Receiving Party") for a specific potential Data Transaction during the Term. The introduction must be recorded in writing, including through an authenticated portal submission, tracked verified application, email or mutually acknowledged introduction log. Oral introductions must be confirmed in writing before protection under this Agreement attaches.

**1.3 Excluded Contacts.** An Introduced Contact does not include a contact that the Receiving Party can substantiate with dated records was already in its business relationships or was independently identified for the relevant opportunity before the introduction, or was obtained independently from a third party without use of the Introducing Party's Confidential Information. A pending exclusion or competing attribution claim must be recorded and resolved in good faith. Protection of an introduction under this Agreement does not by itself establish reward eligibility under the Program Terms.

**1.4 Protected Opportunity.** "Protected Opportunity" means the specific potential Data Transaction identified in the written introduction record involving an Introduced Contact. It does not include every business activity of that contact, unrelated dealings or an entire market. Protection extends to a renewal, extension or materially similar restructuring of that identified opportunity during the Protection Period; reward eligibility for such transactions remains governed by the applicable Program Terms.

**1.5 Data Transaction.** "Data Transaction" means a commercial purchase, sale, license, preparation, aggregation or exchange of data connected to a Protected Opportunity.

**1.6 Confidential Information.** "Confidential Information" means non-public information disclosed by or on behalf of one Party that is identified as confidential or reasonably should be understood to be confidential, including introduced contact identities, introduction records, buyer identities, requirements, pricing,

proposed fees, inventories, business strategies, technical materials and negotiation details.

**1.7 Circumvention.** “Circumvention” means knowingly using an introduction or the Introducing Party’s Confidential Information to divert or restructure a Protected Opportunity, directly or through others acting on a Party’s behalf, for the purpose of avoiding compensation that is contractually due to the Introducing Party or misappropriating its confidential role in that opportunity. Legitimate direct communication, independent competition and unrelated dealings are not Circumvention.

**1.8 Supplier.** “Supplier” means a business licensing its data directly to SourceX. “Partner” in this Agreement is the referral or channel partner, not the supplier or Acquisition Partner.

**1.9 Acquisition Partner.** “Acquisition Partner” means SourceX’s approved direct data licensing counterparty. It may be an AI lab, a large enterprise AI developer or an organization working with those users. Its identity and contract may remain confidential.

**1.10 Supplier deal records and Closing.** SourceX and Supplier sign a Master Supplier Licensing Agreement once and a Dataset Deal Confirmation for each exact deal, with signed amendments when required. “Closing” occurs only when every condition in the applicable supplier deal records is met, including SourceX’s express, unconditional written acceptance. An earlier signed supplier license may use its own purchase or acceptance trigger for that transaction. This referral Agreement does not replace those records.

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## 2 Mutual protection of introductions

**2.1 Mutual obligations.** During the Term and applicable Protection Period, neither Party will Circumvent the other regarding a Protected Opportunity. Neither Party will direct its affiliates, personnel, agents or contractors to do what it is prohibited from doing itself under this Agreement.

**2.2 Partner introductions.** SourceX may communicate directly with a supplier referred by Partner, evaluate eligibility, agree supplier licensing terms, coordinate preparation and delivery, and work with Acquisition Partners. Partner need not join every call, email or negotiation. SourceX must preserve valid referral attribution and pay rewards that become due under the Program Terms, including when a transaction is routed through an entity acting on SourceX’s behalf to avoid that reward.

**2.3 SourceX introductions.** Partner will not misuse non-public contacts, buyer requirements, pricing or transaction information supplied by SourceX to divert the identified Protected Opportunity for the purpose described in Section 1.7. Partner may retain existing relationships and pursue independently developed opportunities without using SourceX’s Confidential Information.

**2.4 Defined scope.** This Agreement is a transaction-specific protection of introductions, confidentiality and agreed compensation. It creates no blanket non-compete, employment restriction, exclusivity over a contact’s unrelated business, or prohibition on lawful competition. It does not bind a contact that is not a party to it.

**2.5 No assumed fees.** No introduction alone creates a commission, minimum payment, buyer fee or guaranteed commercial outcome. SourceX compensation must arise under a separate applicable transaction agreement; Partner compensation is governed by Section 3. No Party may use this provision to avoid compensation otherwise contractually due.

**2.6 Supplier process and outcome.** SourceX assesses the inventory, aligns its Acquisition Partner pricing, and obtains Supplier’s signed exact Deal Confirmation before external commercial presentations. After the per-deal Acquisition Partner data license is signed, SourceX authorizes preparation through the approved

route. Acquisition Partner assisted processing is the default; SourceX's own portal pipeline is the alternative when approved and available. SourceX handles acceptance and sends a Closing or no-deal notice; Supplier need not sign another full contract at Closing. An expired or declined unclosed deal creates no purchase or referral reward merely because time, introductions or review were involved. Existing payment obligations and valid attribution remain governed by their own terms.

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### 3 Referral economics and attribution

**3.1 Agreed program rules.** Schedule A contains the complete rules for eligibility, attribution, reward calculation, caps, installments, renewals, payment and reversals. Partner earns 25% of Actual Supplier Payout as defined there, subject to the USD 100,000 cumulative cap per referred company.

**3.2 Separate clocks.** The initial attribution window determines whether a verified company application is credited to Partner. The Term and Protection Period govern Section 2 and the repeat-transaction rules in Schedule A. Supplier assessment, exclusive holds, acceptance review and Closing deadlines are separate; they do not extend attribution or create a longer reward entitlement. A target update, processing date or supplier Closing is not the referral payment deadline.

**3.3 Evidence and disputes.** Each introduction record must identify the company, domain, Partner, opportunity, introduction method and timestamps. Competing claims are reviewed against dated evidence under Schedule A. A dispute must not erase original evidence or authorize disclosure of another partner's confidential information.

**3.4 Good faith administration.** SourceX will administer eligibility and finance review in good faith and maintain records sufficient to explain an attribution decision, reward calculation or reversal. Nothing authorizes SourceX to withhold an otherwise earned reward for the purpose of avoiding its obligation. Partner receives only information reasonably needed to understand its own referral and reward, subject to confidentiality and third-party restrictions.

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### 4 Confidentiality

**4.1 Use and care.** Each Receiving Party will use the other Party's Confidential Information only to evaluate, pursue or perform the referral relationship and Protected Opportunities, protect it with reasonable care, and disclose it only as permitted below.

**4.2 Permitted recipients.** Disclosure may be made to employees, professional advisers and service providers who need the information for the permitted purpose and are bound by confidentiality duties at least as protective as this Agreement. A Receiving Party is responsible for its representatives' compliance. SourceX controls any external sharing with Acquisition Partners under the applicable supplier permissions and confidentiality agreements. This Agreement gives Partner no authority to share a supplier's inventory, records, raw data or personal information, or to access extraction systems.

**4.3 Exclusions and compelled disclosure.** Confidential Information excludes information the Receiving Party can demonstrate is publicly available without its breach, was lawfully known without restriction before disclosure, was independently developed without use of the disclosure, or was lawfully received from another source without a confidentiality duty. If disclosure is legally required, the Receiving Party may disclose the minimum required and, where legally permitted, give prompt notice and reasonable assistance to seek protection.

**4.4 Return and retention.** On written request or termination, each Receiving Party will return or delete the

other Party's Confidential Information, except records needed for legal obligations, reward accounting, dispute evidence or routine inaccessible backups. Retained material remains confidential and may be used only for the permitted retention purpose. Partner must not collect or retain supplier dataset copies through the referral program without separate written authorization. Any such copies remain subject to their applicable data handling and deletion terms; this clause does not extend them.

**4.5 Ownership and publicity.** Each Party retains its information and intellectual property. No data license, trademark license or right to train models is granted. Neither Party may publicly identify the other as a partner or disclose non-public deal details without written authorization, except as legally required.

**4.6 Confidential deal updates.** Partner receives information reasonably needed to track its own referral and reward, using generic stages or reference codes. SourceX need not reveal confidential Acquisition Partner names, contracts, prices, margin or full acceptance evidence. Partner must not tell a referred supplier that an indicative estimate, positive interest, a signature or a data upload guarantees a purchase or a reward.

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## 5 Term and survival

**5.1 Term.** This Agreement continues for one (1) year from the Effective Date unless either Party terminates it on thirty (30) days' written notice. A renewal or change to its duration requires a written instrument signed by both Parties.

**5.2 Protection Period.** Section 2 continues throughout the Term and for six (6) months after its expiration or termination (the "Protection Period"), only for Introduced Contacts and Protected Opportunities recorded during the Term. A referral arriving after expiration requires renewal or a new executed agreement to receive protection under Section 2.

**5.3 Confidentiality survival.** Section 4 survives for three (3) years after expiration or termination; duties concerning trade secrets continue for as long as the information qualifies as a trade secret under applicable law. Lawful retention does not shorten those duties.

**5.4 Existing rights.** Termination does not cancel accrued payment obligations or surviving reward rights under Schedule A. Sections 3, 5.4, 6 and 7 survive as needed to administer those rights and resolve claims. Account closure is not a waiver of an accrued right.

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## 6 Remedies

**6.1 Available relief.** A breach may support a claim for proven damages and, where the applicable legal requirements are met, injunctive or other equitable relief. Relief remains subject to applicable law and the decision of the court or arbitrator.

**6.2 Monetary claims.** A Party may recover compensation contractually due and other losses proven to result from a breach, as permitted by applicable law, without double recovery. This Agreement creates no automatic percentage penalty, liquidated damages payment, or damages ceiling. The referral reward cap in the applicable Program Terms limits referral rewards; it does not by itself cap liability for breach of this Agreement.

**6.3 Enforcement costs.** To the extent permitted by applicable law, the prevailing Party in an action or arbitration to enforce this Agreement may recover its reasonable attorneys' fees and costs as awarded by the court or arbitrator.

## 7 General provisions

**7.1 Authority and independence.** Each signatory represents that it has authority to bind its identified Party. The Parties are independent contractors. Partner is not an agent of SourceX and may not commit SourceX to prices, licenses, payouts or other obligations. Participation creates no partnership or employment relationship.

**7.2 Agreement hierarchy.** This Agreement and Schedule A govern the SourceX and Partner relationship, including compensation, confidentiality, non-circumvention and remedies. They prevail over inconsistent website program terms. A signed addendum overrides a provision only if it expressly identifies the change. Supplier and Acquisition Partner agreements govern their own transactions and grant Partner no data rights. Changes to a supplier Master, Confirmation, processing route or partner contract do not amend this Agreement or Schedule A. General website terms govern platform use only.

**7.3 Governing law.** Delaware law governs this Agreement, excluding its conflict-of-laws principles and subject to mandatory law that cannot be waived.

**7.4 Disputes.** The Parties will first attempt in good faith to resolve a dispute through written notice and discussion for thirty (30) days, unless urgent relief is sought. An unresolved dispute arising from this Agreement will be submitted to confidential binding arbitration before one arbitrator under the JAMS Comprehensive Arbitration Rules and Procedures, seated in Wilmington, Delaware, with remote attendance available by agreement or as the arbitrator permits. The award may be enforced in a court of competent jurisdiction. Either Party may seek interim protective relief in a competent court without waiving arbitration, subject to applicable law.

**7.5 Notices.** Notices must be sent to the email or postal addresses identified above or in the signature block, as updated by written notice. Email notice is effective upon acknowledged receipt; certified or registered mail notice is effective upon confirmed delivery. An automated send event alone is not acknowledgment of receipt.

**7.6 Assignment.** Neither Party may assign this Agreement without the other Party's written consent, except with notice in connection with a merger, acquisition or sale of substantially all relevant assets where the successor assumes the obligations. Assignment must not defeat existing attribution or payment rights.

**7.7 Amendments and waiver.** Amendments require a writing signed by both Parties. A waiver must be in writing by the waiving Party. A website update, dashboard edit, unanswered message or one-time exception does not amend this Agreement or waive another obligation.

**7.8 Entire agreement and severability.** This Agreement, Schedule A and any expressly agreed signed addenda comprise the Parties' agreement on this subject. A separately executed NDA continues within its scope unless expressly replaced in writing. If a provision is invalid, the remaining provisions remain effective; no provision authorizes a restriction or remedy prohibited by applicable law.

**7.9 Electronic execution.** This Agreement may be signed electronically and in counterparts. Each Party must receive access to the complete final document and its incorporated attachments. The signing record must identify the Party, authorized signatory, document version and signature date. Electronic copies have the same contractual effect as counterparts signed on paper, subject to applicable law.

## Schedule A Channel partner program terms

These complete program terms form part of the signed Agreement. Reward baseline: 25% of Actual Supplier Payout, capped at USD 100,000 per referred company.

**1. Eligibility.** Partner must have an approved account, provide accurate identity and payment details, and sign this Agreement before submitting introductions. Referred companies must satisfy SourceX sourcing criteria, including 50 or more full-time employees at peak and sufficient rights to license the proposed data. Qualification does not guarantee a transaction.

**2. Attribution.** The first valid introduction of a new company receives credit when the company submits a verified application within 90 days of the recorded introduction. Credit is determined from dated introduction records, applications and preexisting relationships; a link click alone does not establish credit. Only one Partner is credited per company. Existing applications, relationships and earlier valid introductions are excluded. SourceX may communicate directly with the company without affecting valid attribution.

**3. Reward.** Partner earns 25% of Actual Supplier Payout for each qualifying paid transaction attributable to Partner, subject to the cumulative cap. "Actual Supplier Payout" means compensation actually paid to the supplier for selected data that reaches Closing and the qualifying completed handoff under the applicable supplier licensing agreement, including any signed Confirmation and amendments. It excludes separately itemized taxes and expense reimbursements, the Partner reward, SourceX's fees and the Acquisition Partner's full transaction price. Indicative ranges, unclosed data and unpaid supplier amounts are not Actual Supplier Payout. The referral reward is a separate SourceX obligation and is not deducted from the supplier's agreed compensation.

**4. Company cap.** Total rewards are capped at USD 100,000 per referred company across all installments, agreements, repeat licenses and renewals. The cap does not reset when a new agreement is signed.

Supplier scope and Fee changes follow the supplier's signed deal records. A lower Acquisition Partner quote, route change or dashboard edit does not automatically change Supplier's Fee or this reward formula.

### 5. Payment timing.

**5.1 Payment clock.** The payment deadline is sixty (60) calendar days after the later of (a) the Acquisition Partner's final written acceptance of the complete, validated dataset for the qualifying transaction and (b) completed handoff of that complete, validated and approved dataset to that Acquisition Partner. Final written acceptance means unconditional dataset selection under its applicable data license. Positive interest, supplier signing, processing permission or receipt alone is not that acceptance.

**5.2 Payment conditions.** The corresponding reward becomes payable only after the Acquisition Partner has accepted the dataset; SourceX has received its payment for that transaction in cleared funds; SourceX has paid the underlying supplier compensation; and SourceX finance has approved eligibility, attribution, calculation and company cap usage. Partner must also supply required payment and tax details, and payment must be lawful. Finance review must be prompt and in good faith and must not be unreasonably delayed to avoid payment.

**5.3 When a condition is late.** If all conditions are satisfied by the payment deadline, SourceX pays by that deadline. If a condition remains outstanding, payment is deferred until all conditions are satisfied and must then be made promptly. No new sixty-day period begins. Document any delay caused solely by missing required details or a lawful payment restriction and pay promptly once resolved.

**5.4 Installments.** If supplier compensation is paid in installments, the corresponding reward becomes payable proportionately as each installment is paid, subject to the other conditions above and the company cap. Supplier compensation paid after the payment deadline does not start a new sixty-day period; pay the corresponding reward promptly once every condition is met.

**5.5 Supplier payment is separate.** SourceX's supplier Fee is earned at Closing under the supplier's signed terms and is not conditional on an Acquisition Partner paying SourceX unless the supplier expressly signed a different arrangement. That rule does not remove the cleared-funds and other conditions for this referral reward. A lead, meeting, positive interest, signature, delivery or Closing alone does not make a reward payable. No-deal treatment of other unclosed data does not cancel amounts already payable.

**5.6 Partial purchases.** A selected part must be permitted as a separately selectable fixed-price lot in the supplier's signed Confirmation or approved in a signed supplier amendment; this Agreement supplies no permission for a partial purchase or automatic supplier price reduction. For a partial delivery to count as a separate qualifying handoff for referral payment, SourceX and Partner must also expressly agree in writing to treat it that way. The supplier's existing signed approval of that part is sufficient for its scope and Fee; Supplier need not separately approve the referral reward. Apply this paragraph's acceptance, handoff, payment conditions and cap to each such handoff without double counting.

**6. Repeat transactions.** Valid company attribution continues for qualifying repeat licenses and renewals agreed during the Term or Protection Period, subject to the cumulative company cap. A qualifying transaction agreed during that period remains eligible if approval and handoff occur afterward. Each reward follows the payment deadline and conditions in paragraph 5. No new transaction first agreed after that period creates a reward unless the Parties agree in writing.

**7. Refunds and reversals.** A cancellation, refund or chargeback that lawfully reduces Actual Supplier Payout underlying a reward reduces that reward proportionately. A refund or chargeback affecting Acquisition Partner revenue alone does not reduce the reward unless Actual Supplier Payout is also reduced. SourceX must provide an explanation and supporting calculation. An overpaid reward may be offset against later rewards or recovered where permitted by law. A change to SourceX's price or fee does not change the reward base by itself. This Agreement does not authorize a reduction, clawback or cancellation of a supplier Fee; the supplier's own signed agreement governs that obligation.

**8. Records and disputes.** SourceX retains dated introduction evidence, linked deal and inventory references, attribution decisions, supplier payout calculations, cap usage and payment status. Partner may request an explanation of its own reward or dispute a decision by emailing hello@sourcex.si with supporting evidence. SourceX reviews disputes in good faith. Provide reference codes, status information and redacted calculations sufficient to explain the decision without disclosing other partners' records, confidential Acquisition Partner identities or contracts, SourceX's margin, or confidential supplier data.

**9. Termination and changes.** Termination does not cancel earned rewards or surviving reward rights described above. Changes require a writing signed by both Parties. Website updates, calculator changes and dashboard edits do not change this Agreement. No separate website terms snapshot is required.

## Signatures

The undersigned agree to this Agreement and Schedule A. Signatures and signature dates are captured on the electronic signature page and audit certificate.

**SourceX:** SourceX Inc.

**Name:** Noah Loul

**Title or capacity:** Founder & CEO

**Notice email:** hello@sourcex.si

**Notice address:** 16192 Coastal Highway, Lewes, Delaware 19958, USA

**Partner:** [Partner legal name]

**Name:** [Authorized signatory]

**Title or capacity:** [Title or individual]

**Notice email:** [Partner notice email]

**Notice address:** [Partner address]