REFERRER AGREEMENT No. 1

on payment of a referral commission from the Company’s commission income

Riga, Republic of Latvia

“16” February 2026

Iterra SIA, reg. No. 40203668889, registered address: Mezezera iela 2, 1B, LV-2107 Dzilnuciems, Latvia, represented by the CEO Valeriy Dolinin, acting on the basis of the Articles of Association (the “Company”), on the one part, and an individual (the “Referrer”):

First name: ___________________________________

Last name: ____________________________________

Date of birth (DD.MM.YYYY): ____________________

Registered address: _____________________________

E-mail and phone: _______________________________

IBAN: ____

Hereinafter jointly referred to as the “Parties”, have entered into this agreement (the “Agreement”) as follows.

1. Terms and Interpretation

1.1. Iterra SIA (the Company) is the operator of the custom-tools.online Service and earns a commission (fee) from Order Confirmations issued through the Service.

1.2. User means a representative of a business entity registered on the custom-tools.online Service.

1.3. Referrer means an individual who has signed this Agreement.

1.4. Confirmed Order means a transaction on the Service for which an Order Confirmation has been issued.

1.5. Company Commission per Confirmed Order means the Company’s commission (fee) received by Iterra SIA in relation to a Confirmed Order between two Users.

1.6. New Company means a legal entity whose representatives have not yet registered on the Service.

1.7. Company Reservation” means the temporary reservation in favor of the Referrer of the right to invite representatives of such New Company under Section 3.

1.8. custom-tools.online is a B2B marketplace service that connects Buyers and Sellers of special metal cutting tools (the “Service”). Users operate on the Service in their own interests.

1.9. Dashboard means the area within the Service where the Referrer tracks the activity of Users attributed to the Referrer.

2. General Provisions

2.1. This Agreement is concluded exclusively between the Company and an individual acting as the Referrer.

2.2. The Referrer brings Users to the Service who register based on the Referrer’s recommendation.

2.3. For transactions performed by Users attributed to the Referrer, the Company pays the Referrer a commission under the terms of this Agreement.

2.4. The Parties confirm the independent civil-law nature of their relationship. This Agreement does not create an employment, agency, representation, or partnership relationship.

2.5. The primary communication channel between the Referrer and the Company is e-mail correspondence. Correspondence is conducted in English.

3. User Attribution and New Company Reservation for the Referrer

3.1. A User is attributed to the Referrer if, strictly prior to the User’s registration on the Service, the Referrer has sent the Company (to support@iterra-sia.com) information about such prospective User.

3.2. For the purposes of reserving a New Company for the Referrer, it is sufficient to provide the Company with the prospective User’s e-mail and either (a) the company’s valid VAT number; or (b) its full legal name and registered address. The Company confirms the reservation by reply e-mail or by a record in its internal system.

3.3. The reservation of a New Company is valid for 6 (six) months from the submission date. The submission date is the date and time when the completed template in the prescribed format is received via the Dashboard in the Service. Upon expiry of this period, if no Order Confirmation involving a User of this New Company has been issued, the reservation terminates automatically. The 6 (six) month period includes at least 1 (one) week for onboarding Users and assigning them the “Reserved” status.

3.4. In the event of competing submissions, priority is given to the submission first received by the Company (by the time of receipt by the Company).

3.5. At any time, no more than 100 potential (unregistered) Users may be associated with one Referrer. The Company may request an updated list and remove entries for which the Referrer has not confirmed relevance within 30 calendar days.

3.6. The Company may refuse attribution/reservation (or revoke it) if: (a) the details duplicate information previously received from another person; (b) the details are inaccurate/incomplete; (c) applicable law is violated (including AML/KYC, sanctions regimes, and data protection).

3.7. Confirmation of attribution/reservation is displayed in the Dashboard. The Referrer is entitled to receive current information via the interface and/or upon request to the Company.

3.8. No later than 5 (five) calendar days before the reservation expiry date, the Company sends an automated notification to the Referrer's e-mail specified in this Agreement. Failure to receive such notification for reasons beyond the Company's control (outdated address, full mailbox, mail filters/settings, etc.) does not extend the reservation term and does not change its expiry date.

4. Commission and Settlement Procedure

4.1. Condition for the Referrer's entitlement to commission: the User attributed to the Referrer must have at least one Confirmed Order on the Service.

4.2. The Referrer's commission as a percentage of the Company's commission (fee) for each Confirmed Order is: if the Seller participating in the transaction was attributed to the Referrer - 15%; if the Buyer participating in the transaction was attributed to the Referrer - 50%.

4.3. No more than two Users attributed to the Referrer may participate in a transaction. If both were attributed to the same Referrer, such Referrer's commission equals 65% of the Company's commission (fee) for the transaction. If each of the two participants was attributed to a different Referrer, the respective percentages apply separately to each Referrer (in total - up to 65%).

4.4. Commission is accrued quarterly - on the first business day of the new quarter - based on the Company's data on Confirmed Orders involving Users attributed to the Referrer. A report is sent to the Referrer by e-mail. During the quarter, the Referrer may request current information.

4.5. The Company pays commission to the Referrer only after the Company has actually received its commission (fee) from the Seller for the relevant transaction to the Company's settlement account.

4.6. Payment method: SEPA bank transfer to the details provided by the Referrer. Bank charges are applied in accordance with the banks' tariffs.

4.7. The Referrer is solely responsible for taxes and charges related to receiving commission in the Referrer's jurisdiction. The Company may withhold amounts expressly required by law (e.g., withholding tax) after notifying the Referrer.

4.8. In the event of refund/offset/dispute of the Company's commission (fee) for a transaction, payment to the Referrer is not made; and where the Company receives only a partial amount, the Referrer is paid proportionally to the amount actually received by the Company.

5. Referrer Obligations

5.1. Act in good faith and refrain from using spam, unfair, misleading, or illegal promotion methods.

5.2. Comply with applicable marketplace rules, EU competition and anti-corruption requirements, and export control and sanctions regimes.

5.3. Upon request, provide information required for the Company to comply with AML/KYC and tax obligations.

5.4. Not represent themselves as an agent/representative of the Company and not assume obligations on behalf of the Company.

5.5. Notify the Company about referrals in advance in accordance with Section 3 of this Agreement.

5.6. The Referrer undertakes to respond in a timely manner to the Company's requests sent for the purpose of confirming that the registration of a new User occurred based on this Referrer's recommendation. An unjustified delay in responding for more than 5 (five) business days may result in refusal of attribution until confirmation is provided.

6. Personal Data (GDPR)

6.1. The Company acts as the controller of the Referrer's personal data within the meaning of Article 4(7) GDPR. Contact: support@iterra-sia.com.

6.2. Processed data includes: first name, last name, date of birth, registered address/contact details, IBAN/payment details, correspondence, responses to recommendation confirmation requests, as well as data on Users attributed to the Referrer (to the extent necessary to confirm attribution/reservations and calculate commission).

6.3. Purposes and legal bases: performance of this Agreement (Article 6(1)(b) GDPR); compliance with the Company's legal obligations (tax/accounting, AML/KYC) - Article 6(1)(c) GDPR; and the Company's legitimate interests - Article 6(1)(f) GDPR (fraud prevention, protection of rights).

6.4. Retention periods: for the term of this Agreement and for the periods required by EU/Latvian law for accounting and tax purposes (typically up to 10 years after the end of the relevant reporting period), or longer where there is a lawful basis (e.g., until disputes are resolved).

6.5. Transfers: data is processed in the EU/EEA. Where data is transferred outside the EEA, the Company ensures appropriate safeguards (EU Standard Contractual Clauses, etc.). The Company may engage processors (IT hosting, accounting) under data processing agreements.

6.6. Referrer rights: access, rectification, erasure, restriction, objection, portability; complaint to the supervisory authority for data protection (in Latvia - DVI). Exercising rights: by contacting support@iterra-sia.com.

6.7. The Referrer undertakes to provide the Company with information about prospective Users only to the extent necessary for attribution/reservation and confirms that a relevant lawful basis exists for such transfer in accordance with the GDPR.

7. Confidentiality and IP

7.1. Commercial, technical, and other confidential information obtained under this Agreement must not be disclosed without the Company's written consent, except where expressly required by law.

7.2. Use of the Company's trademarks and materials is permitted only within the scope of written permissions/materials provided by the Company.

8. Liability and Limitations

8.1. The Parties are liable for direct damages caused by a culpable breach of this Agreement.

8.2. The Company is not liable for the Referrer's lost profit. The Company's aggregate liability is limited to the amount of commission actually accrued but not paid for the last 12 months, unless mandatory law provides otherwise.

8.3. The Company may suspend payments and/or terminate this Agreement where there are indications of fraud, violation of law, or violation of this Agreement.

9. Term and Termination

9.1. This Agreement is concluded for an indefinite term.

9.2. Commission is paid to the Referrer without time limitation for Confirmed Orders concluded by Users attributed to the Referrer in accordance with Section 4.

9.3. Neither rights nor claims under this Agreement may be transferred by inheritance or to third parties and may not be assigned, except where expressly required by mandatory law.

9.4. Either Party may terminate this Agreement by giving 30 calendar days' notice. Termination does not affect the right to commission for Confirmed Orders issued before the termination date and paid in accordance with Clause 4.5.

10. Governing Law and Dispute Resolution

10.1. This Agreement is governed by the laws of the Republic of Latvia and by European Union law to the extent applicable (including the GDPR).

10.2. Disputes shall be resolved by the Riga International Commercial Arbitration Court. Number of arbitrators: three. Place of arbitration: Riga, Latvia. Language: English.

10.3. Prior to arbitration, the Parties undertake to complete a mandatory pre-trial claims procedure (response period - 20 calendar days).

11. Final Provisions

11.1. This Agreement may be executed electronically by exchange of signed counterparts (including qualified electronic signature) or in hard copy - in English.

11.2. Invalidity of any provision does not affect the validity of the Agreement as a whole.

11.3. Amendments must be made in writing.

11.4. The Referrer confirms that they have reviewed the Company's Privacy Policy and accept its terms to the extent applicable to this Agreement.

Company:

Iterra SIA, reg. No. 40203668889

Mezezera iela 2, 1B, LV-2107 Dzilnuciems, Latvia

CEO: Valeriy Dolinin

Signature: ___________________ /V. Dolinin/

Date: "16" February 2026

Referrer:

First name: ______________________________

Last name: _______________________________

Date of birth: ___________________________

Registered address: _____________________

IBAN: ___________________________________

Signature: _______________________________

Date: "___" ___________ 20___