

Name and surname (or company name): \_\_\_\_\_  
 Address: \_\_\_\_\_

(hereinafter referred to as “**Customer**”)

and

«SERVERSHILL, LLC», **information services**, Drabosnjakova ulica, 2, 1000 Ljubljana,  
 represented by founder Vladyslav Pona, registration number: 7289324000

(hereinafter referred to as “**SERVERSHILL, LLC**”)

have agreed as follows:

## **AGREEMENT FOR MUTUAL COOPERATION**

### **Article 1 (Preamble)**

The Parties to the Agreement acknowledge this Agreement for Mutual Beneficial Cooperation in order to maintain the technical component of business and development of the Internet resources of the Customer.

### **Article 2 (Cooperation Description)**

SERVERSHILL, LLC will provide services to support the operations and development of the Customer’s Internet resources. The Customer pays SERVERSHILL, LLC the agreed (monthly, annual or one-time) payment described in Article 4 of this Agreement in accordance with a set and quantity of services described in Article 5 hereof.

### **Article 3 (Obligations of SERVERSHILL, LLC)**

SERVERSHILL, LLC is obligated to:

- Render services defined in this Agreement and required by the Customer;
- Act professionally, diligently and in good faith, taking into account the rules on protection of personal data and trade secrets in its operations with data and information;
- Provide the Customer with complete and reliable information on the services of SERVERSHILL, LLC, as defined by this Agreement.

### **Article 4 (Duties of the Customer)**

The Parties to the Agreement acknowledge that the Customer is obligated to pay SERVERSHILL, LLC for the services specified in Paragraph 1 of Article 5 hereof in the amount of \_\_\_\_\_. VAT is not charged on the basis of Paragraph 1 of Article 94 of the Value Added Tax Act of the Republic of Slovenia. SERVERSHILL, LLC is not a member of the VAT system.

**Article 5**  
**(Services of SERVERSHILL, LLC)**

The Parties to the Agreement acknowledge that SERVERSHILL, LLC will provide the Customer with the following services: (list of services)

The parties agree that all other services not included in the previous paragraph of the Article will be additionally paid by the Customer in accordance with the price list of SERVERSHILL, LLC in effect.

**Article 6**  
**(Protection of Personal Information)**

By signing this Agreement, SERVERSHILL, LLC undertakes to protect personal information obtained in the course of cooperation with the Customer unconditionally; to process personal information in accordance with the legal provisions and internal rules and regulations that govern the protection of personal information. Under no circumstances SERVERSHILL, LLC will abuse personal information, or use information in ways that are contrary to the applicable law and are potentially dangerous for the Customer or individuals, disclose information, including to third parties.

**Article 7**  
**(Confidentiality of Information)**

By signing this Agreement, the Parties hereto shall:

- Permanently protect all data, information, messages and documents received during the term of this Agreement,
- Use the data, information, messages and documents during the term of this Agreement for their own benefit, disclose them to third parties with the permission of the other party only,
- Use the data, information, messages and documents received during the term of this Agreement solely for the purpose of fulfilling their obligations arising from this Agreement.

The following types of information are considered trade secrets:

- Tenders and/or grounds for the preparation of tenders,
- Agreements and other documents,
- The source code of any closed-source applications located both on the Customer's servers and on the servers of SERVERSHILL, LLC,
- Internal configuration of operating systems, services or any software applications used by the Parties during the term of this Agreement,
- Information on business processes, financing, procurement, production, names of customers, investors, business contacts, sales and marketing plans, and other information acquired by the Parties during the performance of their duties under this Agreement, or in any other way in writing, verbally or electronically.

All documentation relating to this Agreement is a trade secret. Authorized persons and other employees of both Parties to this Agreement having access to the documentation should not disclose the contents of the documents without the written permission of the requested Party, except for the persons vested with the relevant legal regulations.

The obligation to protect trade secrets is valid for the entire term of this Agreement and after expiration hereof. In the event that one of the Parties to the Agreement violates confidentiality of trade secrets, it shall be liable for the damage caused to the other Party.

**Article 8  
(General Provisions)**

The Agreement will enter into force when it is signed by both Parties. The Agreement is made in two copies, one for each Party.

The Agreement is entered into for a definite period (or is indefinite) and can be terminated by one of the Parties with a 15-day notice.

In case of termination of the Agreement, each of the Parties is obliged to fulfil its obligations arising prior to the date of termination hereof.

The Parties to the Agreement undertake to make Appendices to this Agreement on any changes made hereto.

Any disputes and disagreements of the Parties should be resolved by mutual agreement. If this is not possible, the Slovenian Court is liable to resolve disputes related to this Agreement. The Slovenian law will be applied in these judicial procedures.

Ljubljana, /date/

SERVERSHILL, LLC \_\_\_\_\_

Customer \_\_\_\_\_