

Digital Consultancy and Service Agreement (hereinafter referred to as “Agreement”)

This Agreement is made on

June 1, 2025

between

Česká Piratská Strana (address: Na Morani 360/3, 128 00 Praha 2, Czech Republic, EU VAT nr: CZ71339698, represented by: Jan Fara Andrs) as the Client (hereinafter referred to as "Client")

and

Estratos Digital GmbH (address: Stadiongasse 6-8/23, 1010 Wien, Austria; VAT number (VIES registered): ATU 76274826, represented by Adam Ficsor) as Service Provider (hereinafter referred to as “the Service Provider”; Client and Service Provider collectively as “the Parties”)

1. *Recitals*

- (i) After the initial contact and the successful completion of a series of workshops, Estratos Digital intends to solidify the cooperation with Ceska Piratska Strana in the form of a cooperation contract that covers the topics of digital direct messaging, microdonation based fundraising and field campaigns. The Service Provider is a digital agency offering software and consultancy services for digital movement building.
- (ii) All of these services are active consultancy contributions, not software-as-a-service offers. This Agreement sets out the terms and conditions for the purchase and/or ordering of non-software services from the Service Provider by the Client.

2. *Services to Be Performed*

- (i) The Service Provider agrees to provide the digital direct messaging consultancy, fundraising consultancy and field consultancy services (referred to as the 'Services') detailed in Exhibit 'A', which forms an integral part of this Agreement.
- (ii) The Service Provider shall not deliver any Services without a written prior consent of the Client.

3. *Payment, Taxation and Expenses*

- (i.) The Parties agree that the Service Provider and Consultant delivers the services for the fees detailed in Exhibit "B".

- (ii.) The fees include all the costs related to this Agreement by the Service Provider and Consultant except travel costs if those arise (economy class airline flights, 4star hotel stays).
- (iii.) Any additional cost that may arise must be approved in advance by the Client in a written form.
- (iv.) The Service Provider and Consultant issues the invoice with 0% VAT after the completion of the project defined in the Agreement.
 - a. Both Parties declare that they are registered in the VIES VAT system of the EU,
 - b. and that the Parties pay all of the related tax payments domestically according to the local jurisdiction.
- (v.) The Service Provider and Consultant issues invoices according to the terms defined in Exhibit "B".
- (vi.) The Service Provider and Consultant shall be paid within 30 days after the Service Provider and Consultant submits an invoice to the Client after the completion of the Services and its acceptance by the Client.
- (vii.) The invoice should include the following:
 - a. an invoice number,
 - b. EU VAT ID number
 - c. the services covered by the invoice,
 - d. travel cost (if any) and
 - e. bank account data.

4. Vehicles and Equipment

- (i) The Service Provider and Consultant will furnish all necessary vehicles, equipment, tools, and materials used to provide the services required by this Agreement.
- (ii) The Client will not require Service Provider to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Principles

- (i) The Service Provider and Consultant will conduct itself in a proper, skilful and professional manner in accordance with the best interests of the project.
- (ii) The Parties will not (except in the proper course of duties hereunder) use or divulge or communicate to any person any confidential information.
- (iii) The Service Provider and Consultant is not an agent of the Client and cannot create any legally binding obligations for the Client.

6. Termination of the Agreement

- (i) This Agreement comes into effect on June 1, 2025 and terminates on September 30, 2025.
- (ii) Any of the Parties may terminate this Agreement with one month's advance notice in writing.
- (iii) With reasonable cause, either the Client or the Service Provider and Consultant may terminate this Agreement effective immediately upon giving written notice. Reasonable cause includes:
 - i. a material violation of this Agreement, or
 - ii. any act exposing the other party to liability to others for personal injury or property damage.
- (iv) Upon termination of this Agreement, the Parties shall account for the services provided. The Service Provider and Consultant shall issue an invoice for the accepted services provided under this Agreement prior to the termination date.

7. Exclusivity of the Agreement

- (i) This is the entire Agreement between the Service Provider and Consultant and the Client.
- (ii) Exhibit "A", "B" and "C" form inseparable parts of this Agreement.
- (iii) The Services will be carried out by the named Service Provider appointed, who may not sub-contract work to any third party without the Agreement of the Client.

8. Alteration

- (i) This Agreement can be modified only with the written consent of both Parties.

9. Governing Law and Jurisdiction

- (i) This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic and Austria and the parties hereby submit to the exclusive jurisdiction of the Austrian courts.

SIGNATURE PAGE FOLLOWS

Signatures

As for the Client:

____ Jan Fara Andrs ____

Printed Name

A black rectangular box redacting the signature of the client.

Signature


____ June 1, 2025 ____

Date

As for the Service Provider:

____ Ádám Ficsor ____

Printed Name

A black rectangular box redacting the signature of the service provider.

Signature

____ June 1, 2025 ____

Date

Exhibit 'A'

List of Services and Fees

The Service Provider offers to provide the following services under this framework Agreement to the Client

BASIC SERVICE PACKAGE

- Digital Direct Messaging Consultancy
 - Helping the Pirates to have an effective, mobilizing email programme with regular, well received outbound blasts.
 - Our specialist would help you to draft successful email campaigns, we provide analytical help and strategic counseling.
- Microdonation-based Fundraising Consultancy
 - Helping the Pirates to run successful fundraising campaigns during the election period as we understand fundraising not only as a revenue stream but also as a form of electoral engagement, a sign of commitment.
 - Our specialist would help you to run a strategically planned fundraising programme with proper emails and be ready to react to unexpected and expected one-time events of the campaign.
- Field and GOTV Consultancy
 - Helping the Pirates to have a successful grassroots campaign build-up and later execution in order to have effective top-down and distributed mobilization efforts during the campaign.
 - Our specialist would help you in activist recruitment, training and execution.

ADDITIONAL, OPTIONAL OFFERS

The Service Provider shall not deliver any of the below listed Services without a written prior consent of the Client.

- One-time, 6-8 weeks long digital data acquisition and ad management service
 - We strongly believe that the Pirates must have a database of 60-80k data subjects at least to be able to reach their electoral goals.
 - Beyond the well planned field oriented data collection efforts, this would require digital, mostly Meta-based data acquisition. Estratos is the best specialist of such efforts in Europe in political campaigns. We know the benchmarks and we fully understand GDPR.
 - We intend to use the digital stack of the Pirates while combining it with our advertising specialists in order to manage the campaign properly.
- Local deployment of team members
 - During the campaign, we are ready to offer on-the-ground presence of our team members, senior specialists upon requests.
- Full-time field deployment of Arin Keshishian in Prague
 - Arin Keshishian joins the campaign operation in Prague for 4-6 weeks during the final hooray of the campaign, after the middle of August.

Exhibit 'B'

Fees

BASIC SERVICE PACKAGE PRICING

Peak campaign month (September): net 4,800 EUR per month.

Standard months (July-August):

[option "A"] net 2,800 EUR per month flat fee, or

[option "B"] Hourly rate fees

- i. Junior Client Account Services: net 60 EUR per hour
- ii. Senior Client Account Services: net 80 EUR per hour
- iii. IT Developer Services: net 90 EUR per hour
- iv. Campaign Planning & Management Services: net 80 EUR per hour.
- v. Senior Ad Management Services: net 80 EUR per hour
- vi. Junior Ad Management Services: net 60 EUR per hour
- vii. Senior Partner Consultancy: net 150 EUR per hour

INVOICING FOR BASIC PACKAGE

Invoice 1.: after June-July (2 months)

Invoice 2.: after August-September (2 months)

ADDITIONAL, OPTIONAL OFFERS

- i. One-time, 6-8 weeks long digital data acquisition and ad management service: net 5,000.00 EUR
- ii. Local deployment of team members: net 450,00 EUR per day (regardless of the number of team members deployed) + travel costs (4 star hotel, economy class / train, airline tickets).
- iii. Full-time field deployment of Arin Keshishian in Prague: net 15,000.00 EUR per 4 weeks + travel and accommodation cost (Airbnb, economy class train and airline tickets)

INVOICING FOR OPTIONAL OFFERS

After the Services have been completed unless the Parties agree otherwise upon ordering these Services.

Exhibit 'C'

Non-disclosure Agreement

This Non-Disclosure Agreement, hereinafter known as the "Agreement", created on June 1, 2025 is between the Client and the Service Provider (collectively known as "the Parties")

I. WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of certain proprietary and confidential information ("Confidential Information") regarding the software solutions and business secrets of the Disclosing Party.

The Parties agree as follows:

II. Definition of Confidential Information

For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, all information or material about the software solutions, their technical make up and code, including potential and realized uses, business practices that go into the marketing, sales and operation of the software, in all formats, business plans, financial statements, customers or users, advertisements, analytical data, documentation, and correspondences that have not otherwise been made publicly available. Any information disclosed during the product demonstration, otherwise not public, is to be considered confidential and covered under this Agreement.

III. Exclusions from Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

IV. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

V. Time Periods

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

VI. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

VII. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

VIII. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

IX. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

X. Enforcement

Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The Disclosing Party shall be entitled to all remedies available at law.

XI. Governing law

This Agreement shall be governed under the laws of the Czech Republic and Austria.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.