



CHANNEL PARTNER AGREEMENT

This Channel Partner Agreement (this "Agreement") is made by and between **Zog, Inc.**, a Pennsylvania corporation, located at 595 Bethlehem Pike, Suite 404, Montgomeryville, PA 18936 ("Company") and the person or entity identified below ("Partner"). Company and Partner may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Company is in the business of providing a variety of IT services to its customers and wishes to retain Partner to provide sales leads to Company under the terms and conditions set forth herein;

WHEREAS, Partner wishes to act as an authorized independent representative of Company to provide sales leads to Company;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein and intending to be legally bound, the Parties agree as follows:

1.0 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

1.1. "Customer" means a person or entity that has purchased and paid for the Company's Services.

1.2. "Excluded Account" means an account that Partner may not refer to Company as a Sales Lead or that may not become a Sales Lead under this Agreement. An Excluded Account is any account that is an existing Customer or a Customer which engages Company for additional Services during the Term of this Agreement.

1.3. "Mark" or "Marks" means the trade name, service mark, brand or trademark of a Party whether or not registered.

1.4. "Prospect" means any potential customer referred to Company by Partner and which Company accepts during the term of this Agreement as a Sales Lead, but shall not include any Excluded Account.

1.5. "Referral Fee" shall mean the amount payable to Partner as compensation for referral of a Sales Lead that results in a new Customer for Company as provided herein.

1.6. "Sales Lead" means a proposed sales lead which has been accepted by Company and provided by Partner and that includes, at a minimum, the Prospect's name, the name of a contact at the Prospect, the Prospect's address,



telephone numbers, and relevant email addresses sufficient for Company to pursue the Sales Lead.

1.7. “Service” or “Services” means the Company’s service or services undertaken by a Customer resulting from a Sales Lead.

2.0 Appointment as a Referral Partner. Commencing on the Effective Date, Company hereby appoints Partner as a non-exclusive representative to promote Company’s Services. Partner agrees and acknowledges that this Agreement does not create and shall not be construed to create any exclusive right to promote Company’s Services nor prohibit Company from engaging additional Partners to develop Sales Leads for its Services. Additionally, this Agreement does not create any specific exclusive territory or region for the benefit of Partner. Partner agrees and acknowledges that Company may engage additional Partners to develop Sales Leads without any designation of any area or territory and without restriction.

3.0 Partner’s Responsibilities. During the term of this Agreement, Partner shall promote Company’s Services and use good faith efforts to generate and relay Sales Leads to Company for Company’s Services. Partner shall cooperate with Company and agrees to accept Company’s promotional materials and devote reasonable time to learning and understanding Company’s Services offered.

4.0 Partner’s Compensation. Partner’s compensation hereunder shall be limited to payment of a Referral Fee on Partner’s Sales Leads that result in a Customer contracting with Company for Services as provided herein.

4.1. Calculation of Referral Fee. The Referral Fee shall be equal to the amount of Customer’s first payment to Company for Services under Customer’s contract with Company for Services, provided however that, the Referral Fee does not include non-commissionable revenue such as any amounts attributable to Microsoft/Software licensing fees, hardware, taxes, pass through fees/surcharges, federally imposed fees, subsequently credited charges, write-offs, special promotional discounts, and/or fraudulent charges (“First Payment”).

4.2. Timing of Payment of Referral Fee. Company’s payment of the Referral Fee to Partner shall be made within 30 days after Company’s receipt of the First Payment.

4.3. Conditions Precedent to Payment of the Referral Fee. The following are conditions precedent to Company’s obligation to pay Partner a Referral Fee.

4.3.1. The Prospect executes a contract with Company for Services becoming a Customer;

4.3.2. Company receives the First Payment from Customer under the Contract; and



4.3.3. The Customer executes its Contract with the Company within 180 days following Partner providing the Sales Lead to Company after Company's acceptance of a given Sales Lead. This 180 day period can be extended with approval by Company and this approval will not be unreasonably withheld.

5.0 Independent Contractor. Partner is an independent contractor. No provision in this Agreement shall be construed as authorizing either party to act as an agent, legal representative, joint venturer, franchisee, employee or servant of the other party for any purpose. Partner shall not make any contract, agreement, warranty, or representation on behalf of Company or incur any debt or other obligation on behalf of Company, or act in any manner that could be perceived or construed as Partner having apparent authority to act on behalf of Company.

6.0 Limited Authority. Company assumes no liability for Partner's expenses. Partner is an independent contractor with no authority to act on behalf of Company except as expressly provided herein. Partner may not bind Company in any manner whatsoever. Company will incur no obligation to Partner's employees or agents to promote Company Service. Such individuals shall always remain employees or agents of Partner. Partner is responsible for all expenses and obligations incurred by it as a result of its efforts to promote Service hereunder.

7.0 Representations and Warranties.

7.1. Each Party shall: (i) require its employees to comply with all terms of this Agreement; (ii) conduct its businesses activities in a legal and ethical manner; (iii) not knowingly commit an act which would reflect unfavorably on the other Party; and (iv) use commercially reasonable efforts to cooperate with the other Party to resolve any Customer Service problems.

7.2. Partner shall not: (i) misrepresent Company Services or prices; (ii) sponsor or participate in any pyramid or multilevel marketing in connection with this Agreement; or (iii) impose any fees, initiation charges or minimums in connection with Services provided under this Agreement.

7.3. Partner agrees to disclose to any potential Customer the relationship between Partner and Company existing under the Agreement. Other than as expressly contemplated hereunder, Company agrees not to circumvent Partner by soliciting or otherwise doing business with: (a) any Customer or prospective Customer who Partner solicited or who Partner introduced to Company pursuant to the terms of this Agreement

8.0 Confidentiality. Partner hereby agrees and acknowledges that it may receive or review information the Company considers confidential and that Partner shall maintain the confidentiality of "Confidential Information" as provided herein.



8.1. “Confidential Information” means any information, technical data, or know-how, including but not limited to, any and all trade secrets as defined under Pennsylvania’s Uniform Trade Secrets Act, 12 Pa.C.S. §§ 5301 et seq., and that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Company, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party or, (iii) is approved by the Company, in writing, for release.

8.2. Nondisclosure of Confidential Information. Partner agrees not to disclose, use, disseminate or transmit any Confidential Information disclosed to Partner by the Company for its own use or for any purpose other than for purposes of generating and conveying Sales Leads to Company. Partner agrees that she will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have Confidential Information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. Partner agrees to notify the Company in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to Partner’s attention.

8.3. Obligation to Return and Remove Confidential Information from Any and All Media on Which it is Stored. At the termination of this Agreement, Partner shall return any and all Confidential Information received and certify destruction and/or the permanent deletion or removal of any Confidential Information from any media on which such Confidential Information was maintained or stored.

9.0 Marks. A Party may use the other Party’s Marks only in promoting the Company Services as provided herein, and only pursuant to written consent of the other Party. It is expressly understood that the Marks of the other Party are proprietary and that nothing in this Agreement constitutes the grant of a general license for their use. Upon termination of this Agreement, all rights and privileges of a Party to use the other’s Marks shall expire and each Party shall discontinue all use of the other’s Marks.

10.0 Taxes. Partner is solely responsible for paying all taxes due as a result of compensation paid by Company to Partner.

11.0 Term of Agreement / Termination / Effect of Termination.



11.1. Term. The initial term of this Agreement shall be three (3) years commencing on the Effective Date (“Initial Term”). At the end of the Initial Term, the Agreement shall automatically renew for consecutive additional periods of one (1) year (each, a “Renewal Term”) unless terminated by either Party in writing at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term then in effect (as applicable). The Initial Term and any applicable Renewal Term(s) shall hereafter be referred to collectively as the “Term”.

11.2. Termination. In addition to the provision above, this Agreement may be terminated as follows and the following provisions apply in the event the Agreement is terminated.

11.2.1.1. By Partner. Partner shall have the right to terminate this Agreement in the event of a material breach of the terms of this Agreement, including if Company fails to fulfill any of Company’s obligations hereunder and the Agreement shall be terminated on the date of Partner’s notice under this provision.

11.2.1.2. By Company. Company shall have the right to terminate this Agreement in the event of a material breach of the terms of this agreement, including if Partner fails to fulfill any of his obligations hereunder and the Agreement shall be terminated on the date of Company’s notice under this provision.

11.3. Effect of Termination. If Partner terminates this Agreement as provided above, Company shall be obligated to pay Partner all Referral Fees that have accrued through the date of termination and for any Referral Fees that arise out of a Sales Lead Partner furnished to Company on or before the date of termination subject to the conditions precedent set forth above.

12.0 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liabilities (including attorney’s fees) resulting from the actions and/or omissions hereunder of the indemnifying Party (and its employees or agents). This indemnification includes, but is not limited to, breach of any provision in this Agreement, misrepresentation of the Services or Service price, and unauthorized or illegal acts of the indemnifying Party, or its employees or agents.

13.0 Notices and Inquiries. All notices and communications concerning this Agreement shall be in writing and transmitted via electronic mail and addressed to Partner and Company at their respective addresses, as listed below, or at such other address as may be designated in writing by either Party for receipt of notice. All notices shall be deemed delivered to the recipient’s address on the date the notice was sent.

14.0 Notice of Dispute Concerning Referral Fees. Partner must notify Company in writing of any dispute concerning Referral Fees within 30 days of receipt of payment of each Referral Fee hereunder. Failure to timely raise a dispute hereunder shall constitute a waiver of Partner’s right to dispute.



15.0 Survival. The following provisions shall survive the termination of this Agreement: Sections 8.0, Confidentiality and 9.0, Marks, and 16.0, General Provisions.

16.0 General Provisions. The following general provisions apply to this Agreement.

16.1. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer on any individual or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement except as expressly contemplated herein.

16.2. Effective Date. The date that Company executes this Agreement as shown below shall be its Effective Date.

16.3. Duly Authorized. The undersigned represent that they are duly authorized to execute this Agreement on behalf of the parties and that this Agreement constitutes a legal, valid and binding obligation, enforceable against each party accordance with its terms.

16.4. Applicable Law/Consent to Jurisdiction. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. The Parties agree and consent to the exclusive jurisdiction and venue of the Court of Common Pleas of Montgomery County or the U.S. District Court for the Eastern District of Pennsylvania with respect to any proceedings arising out of this Agreement and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process.

16.5. Nonassignability. Except as provided herein, Partner shall make no assignment or transfer of this Agreement or any right hereunder in whole or part without first obtaining the prior written consent of Company. Any attempted assignment or transfer of this Agreement in violation of this section shall be void and of no force and effect. Except as otherwise provided in this Section, this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the corporate parties hereto.

16.6. Permitted Sub-Agents. Partner may appoint sub-agents to help develop Sales Leads for Company with Company's consent and provided that any and all approved sub-agents are bound by the Terms of this Agreement.

16.7. Binding and Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with regard to the subject matter hereof and contains all of the agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been



made by any party, or anyone acting on their behalf, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement concerning the subject matter hereof shall be valid and binding.

16.8. Severability. If any part of this Agreement is declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any remaining portion of the Agreement, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion removed.

16.9. Counterparts. This Agreement may be executed in several counterparts and when so executed by all of the Parties hereto shall constitute one Agreement, binding on all such Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart, including counterparts transmitted electronically.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, intending to be legally bound hereby.

COMPANY: ZOG, INC.	PARTNER:
By: DocuSigned by: Mat Zoglio 25E0525BB16440F...	Signed by: Brad Niems B2F1A4E094B34A9...
Mathew J. Zoglio, President	BleedIO Tech
Effective Date: 7/12/2025 4:40 PM EDT	[name and title] Brad Niems CRO
595 Bethlehem Pike, Suite 404 Montgomeryville, PA 18936 Phone: 267-308-2801 mzoglio@zoginc.com	Contact Information [address, phone, and email address]: 85 Dorchester Way Phoenixville, PA 14960 805-857-0080 brad@bleedio.com



Appendix A

To the ZOG Partner Agreement

Zog Commission Payout Structure

Product Category	Commission
ZogWatch	1 month of revenue
ZogCloud	1 month of gross profit
ZogSecure	1 month of revenue
ZogBackup	1 month of gross profit
ZogCompliance	1 month of revenue



Appendix B To the ZOG Partner Agreement

Definitions of each commissionable items with examples

ZogWatch

Examples:

1. Managed Services
2. Co-Managed Services
3. Help Desk and Service Desk

ZogCloud

Microsoft 365 Products

Example:

Microsoft 365 Business Premium Licenses
Microsoft Azure Solutions

ZogSecure

Security Stack

Example:

NextGen AV
Threat Hunting
MFA
SIEM

No Commissionable / Case-by-Case

Onboarding Fee (typically a net loss – used for help in signatures)

Hardware
Software
Hourly Labor
Projects