

Odys Domain Ventures Limited: Partner Agreement (Draft v3)

24 October 2026 · Prepared by Alex Drew, Founder & CEO, Odys Global · DRAFT v3

1. Parties and background

This Partner Agreement for Odys Domain Ventures Limited, under the Odys Partners programme (the **Agreement**), is made on [●] 2026 between:

1. **Odys Global OÜ**, a private limited company registered in Estonia under registry code [●], with its registered office at [●], Tallinn, Estonia (**Odys**); and
2. **[Partner name]**, [an individual resident at / a company registered in] [●], [identification / registry number ●] (the **Partner**).

Odys and the Partner are each a **Party** and together the **Parties**.

Background. Odys sources, vets and operates aged domains and aged or existing websites (together, **Inventory**). Odys has a revenue-share arrangement with a third-party online publisher that owns domains and websites in the tens of thousands and has been in business for more than five years (the **Publisher**). Under that arrangement the Publisher builds, operates and monetises websites on Inventory supplied by Odys and pays Odys 35% of the gross revenue collected on each item of Inventory. Odys is not only the operator of this venture but a co-investor in it: for every dollar a partner contributes, Odys contributes a dollar of its own to the same pool, on the same terms.

Under its Odys Partners programme, Odys is raising US\$1,000,000 in its first round from a small group of partners, with a recommended ticket of US\$200,000 and tickets of US\$100,000 or more accepted. Odys matches the partner capital dollar for dollar with up to US\$1,000,000 of its own, so the first round deploys up to US\$2,000,000 in total. All of it goes into one shared pool of Inventory (the **Pool**). Odys Partners is the programme under which Odys establishes capital partnerships; this particular venture is named Odys Domain Ventures Limited, which is also the entity that will hold the Pool under clause 4.5. The partners together receive one half of everything Odys receives on the Pool, shared between them in proportion to their contributions, and Odys retains the

other half. Risk and upside are shared across the whole Pool, not item by item. The Partner wishes to participate on the terms set out below.

2. Definitions

Term	Meaning
Ticket	The capital the Partner contributes under clause 3, being US\$[200,000]
Partner Capital	The Tickets of all partners in the first round together, targeted at US\$1,000,000
Odys Contribution	The capital Odys contributes under clause 3.6, equal to the Partner Capital actually received
Partner Percentage	The Partner's Ticket divided by the Partner Capital actually received, recalculated whenever Partner Capital changes under clause 3.9
Inventory	Aged domains and aged or existing websites purchased for the Pool in accordance with clause 4
Item Cost	The all-in cost of an item of Inventory: its purchase price plus its hosting and registrar renewal for the first [12] months
Pool Costs	The running costs of the Pool after an item's first [12] months: hosting, DNS and domain renewals, plus bank and network charges incurred in receiving the Odys Share and paying the partners
Distributable Amount	The Odys Share actually received in a month, less the Pool Costs for that month
Pool	All Inventory purchased with the Partner Capital and the Odys Contribution, recorded in the Pool Register
Pool Register	The live schedule Odys maintains, with read access for every partner at all times, listing each item of Inventory in the Pool, its purchase date, Item Cost, how it was funded, hand-over date and status
Initial Batch	The Inventory Odys acquired and the Publisher accepted before the date of this Agreement, described in clause 3.7
CFO	Odys's Chief Financial Officer, responsible for the Pool Register, Statements and Pool P&L

Term	Meaning
Pool Vehicle	The dedicated entity described in clause 4.5 that holds the registrar accounts and hosting for the Pool
Fair Value	The value of an interest in the Pool agreed under clause 9.7
Majority Partners	Partners together holding more than 50% of the Partner Capital
Publisher	The third-party online publisher described in clause 1, or any replacement publisher appointed under clause 7.3
Publisher Agreement	Odys's revenue-share arrangement with the Publisher, as amended from time to time
Gross Collections	All revenue actually collected by the Publisher from the sale of placements, links, content or other monetisation on Inventory in the Pool, before any deduction
Odys Share	The amount Odys receives from the Publisher in respect of the Pool, being 35% of Gross Collections on the date of this Agreement, or such other percentage as the Publisher Agreement provides from time to time
Partners' Share	50% of the Distributable Amount
Partner Share	The Partner Percentage of the Partners' Share
Statement	The monthly statement described in clause 6.3
Hosting Costs	The cost of hosting, DNS and domain registrar renewal for the Inventory in the Pool
Business Day	A day other than a Saturday, Sunday or public holiday in Tallinn, Estonia

References to US\$ are to United States dollars. Headings are for convenience only. "Including" means including without limitation.

3. The Ticket and use of funds

3.1 Amount and payment. The Partner shall contribute a Ticket of US\$[200,000] to Odys within [5] Business Days of the date of this Agreement. The recommended Ticket is US\$200,000; Tickets of US\$100,000 or more are accepted, and a Ticket above US\$200,000 may be agreed in writing. The Ticket may be paid entirely by bank transfer,

entirely in USDT (TRC20), or in any combination of the two, to the verified accounts in Schedule C; Odys confirms receipt of each payment in writing. The Ticket is the Partner's entire financial obligation under this Agreement; nothing further is payable by the Partner at any time.

3.2 Permitted use. Odys shall apply the Partner Capital solely to the Item Cost of Inventory for the Pool, being (a) the purchase price of that Inventory, (b) its hosting and (c) its domain registrar renewals. Odys shall not apply any part of the Partner Capital to its own overheads, salaries, other business lines or any other purpose.

3.3 Average cost cap. The average Item Cost across the Pool shall not exceed US\$500. The cap applies to the average, not to each item: stronger domains that cost more can earn more, and an item above US\$500 may be bought where the Pool average remains at or below the cap. Odys shall aim for a lower average where it can, so that the capital buys more Inventory, and shall report the running average in each Statement.

3.4 Deployment. Odys shall deploy the Partner Capital into Inventory as suitable opportunities are found and accepted by the Publisher, continuously rather than in fixed periods. Sellers of good Inventory often decide to sell at short notice, so the Pool keeps its capital liquid and available to buy at any moment; Partner Capital is held for that purpose until deployed and is reported as undeployed capital in each Statement.

3.5 Not a loan, not a security. The Ticket is a contribution to a shared revenue-share arrangement. It is not a loan, deposit, share, unit or other security in Odys, confers no ownership or voting interest in Odys, and bears no interest.

3.6 Odys Contribution. Odys shall contribute an amount equal to the Partner Capital actually received, up to US\$1,000,000, so that the Pool is funded one half by the partners and one half by Odys. The Odys Contribution is made partly in kind through the Initial Batch under clause 3.7 and otherwise in cash alongside the Partner Capital, purchase by purchase. Odys shall evidence the Odys Contribution, item by item, in the Pool Register and each Statement.

3.7 Initial Batch. Before the date of this Agreement Odys acquired, at its own cost and at no more than US\$500 per item, Inventory that the Publisher has already accepted and is building (the Initial Batch). On the first deployment the Initial Batch enters the Pool at its documented Item Cost, supported by purchase receipts available to every partner. The partners acquire a 50% interest in the Initial Batch at that cost, paid from Partner Capital, and Odys retains the other 50% as its contribution to that batch. No premium, margin or fee is charged on the Initial Batch, and the Partner Capital so applied is shown separately in the Pool Register. Every item acquired after the Initial Batch is paid for one half in cash from Partner Capital and one half in cash by Odys.

3.8 One pool. All Partner Capital and the whole Odys Contribution go into the single Pool. Odys shall not create a separate pool for any partner. Every partner's return comes from the Pool as a whole in proportion to its Partner Percentage, so that all partners and Odys share the Pool's risk and upside alike.

3.9 Later rounds. The Publisher can absorb about 3,000 items a month, so Odys may open further rounds. Existing partners have the first right to participate in any further round pro rata to their Partner Percentage. New capital, from existing or new partners, is always matched 1:1 by Odys, joins the same Pool at the then Item Cost of new Inventory, and never reduces any existing partner's share of what the Pool has already earned or of the Inventory already in it; Partner Percentages are recalculated on the enlarged Partner Capital. Admission of a new partner requires the consent of the Majority Partners.

3.10 Expected Pool size. At an average Item Cost of US\$500, US\$2,000,000 funds about 4,000 items of Inventory; a lower average increases that number.

3.11 Reinvestment. The Partner may elect, by written notice before any monthly payment date, to reinvest all or a stated part of its Partner Share into the Pool instead of receiving it. Reinvested amounts are treated as additional Ticket, matched 1:1 by Odys, applied to new Inventory and added to the Partner's Ticket for the purpose of the Partner Percentage. The election stands until the Partner withdraws it in writing.

4. Acquisition and vetting

4.1 Criteria and sourcing. The Publisher supplies Odys with the quality criteria and requirements that Inventory must meet to be accepted into the Publisher's network; those criteria are confidential to Odys and the Publisher. Odys applies them, together with its own due diligence, to source Inventory from every channel available to it, including its own network of domain sellers, domain auctions, drop-catching, other domain investors, brokers, direct outreach to owners and its own discovery tools.

4.2 Vetting. Odys shall vet every candidate domain and website against the Publisher's criteria and its own acquisition standards before purchase, and shall submit each candidate, or each batch of candidates, to the Publisher for the Publisher's final review.

4.3 Purchase only on acceptance. Odys shall purchase Inventory for the Pool, on behalf of the partners and itself, only where the Publisher has confirmed in writing that it will take that Inventory into its network to sell link placements on it. Odys shall not purchase for the Pool any domain or website the Publisher has not accepted. Where a seller permits, Odys may also arrange for the Publisher to test a domain before purchase by deploying content on it and checking its performance, so that the Pool buys only

Inventory the Publisher has seen perform; Odys will seek to make this a standard step with its regular sellers.

4.4 The Pool Register. Every item of Inventory purchased with the Partner Capital and the Odys Contribution is recorded in the Pool Register. Odys shall not mix the Pool, or revenue earned on it, with Inventory or revenue outside the programme.

4.5 Registration and the Pool Vehicle. Inventory in the Pool is held across several dedicated registrar accounts, kept separate from Odys's other business for both legal and privacy reasons, since link placements are sold on these domains and the Pool should not be footprinted to a single owner. Those accounts and the Pool's hosting are held by a dedicated entity, Odys Domain Ventures Limited, whose only business is the Pool (the Pool Vehicle). Odys manages the Pool Vehicle under a services agreement. Until the Pool Vehicle is in place, which Odys shall complete within [90] days of the venture's official start with the partners, Odys holds the registrar accounts as nominee for the Pool and declares that it holds them one half for itself and one half for the partners, in their Partner Percentages, as recorded in the Pool Register.

4.6 Beneficial ownership. The Pool is beneficially owned one half by Odys and one half by the partners together, each partner holding its Partner Percentage of the partners' half. Neither Odys nor the Pool Vehicle shall sell, transfer, pledge or encumber Inventory in the Pool outside the ordinary course of the programme without the prior written consent of the Majority Partners, and the partners' interest is not an asset of Odys and is not available to Odys's creditors.

4.7 Step-in and protection on insolvency. If Odys becomes insolvent, enters liquidation or administration, or fails to pay a Partner Share within 15 Business Days of receiving the corresponding Odys Share and does not cure within a further 10 Business Days, the Majority Partners may by written notice appoint a replacement manager for the Pool. To make that effective, Odys shall deliver at signing, into escrow with [a neutral third party agreed with the partners], a power of attorney and registrar transfer authorisations for the Pool's accounts, released to the replacement manager only on one of those triggers. Odys shall confirm the Pool Vehicle's holdings against the Pool Register at each quarterly review under clause 8.4.

4.8 Sites and content. The websites and the content the Publisher creates on Inventory belong to the Publisher under the Publisher Agreement and are not part of the Pool. The domains and their hosting are the Pool's.

5. Deployment and operation

5.1 Continuous hand-over. Inventory moves to the Publisher as a continuous flow, not in batches. As soon as an item is accepted by the Publisher and acquired, Odys hosts it and hands it to the Publisher to build the website and begin warming it up for sale, so that no item waits for others. Only the Initial Batch enters at once, because it already exists and is pre-approved. Acquisition follows the same flow, since many items come from individual sellers with a single domain to sell. The Publisher has confirmed capacity for up to 3,000 new items a month. Odys shall record the hand-over date of each item in the Pool Register.

5.2 Odys operates. Odys is responsible for running the arrangement: hosting, DNS and domain renewals funded from the Pool; sourcing and vetting of Inventory; management of the Publisher; collection of the Odys Share; and all reporting to the partners, which the CFO is in charge of. Each month the Publisher sends Odys its statement for the Pool, and Odys presents that statement to the partners transparently and in full, together with the Statement under clause 6.3. The Partner has no operational role and no obligation beyond paying the Ticket.

5.3 The Publisher's role. Under the Publisher Agreement the Publisher builds or develops each website, creates and refreshes its content, ranks it, sells placements through its own sales team, collects payment from its customers and bears all of those costs out of its own share of Gross Collections.

5.4 Non-earning Inventory. An item that cannot earn, whether because it has produced no Gross Collections six months after hand-over or because it has been de-indexed, penalised, hit by a copyright or trademark claim or otherwise taken out of use for link placements, is removed from the Pool. Its Item Cost is a loss of the Pool, borne one half by Odys and one half by the partners in their Partner Percentages, exactly as gains are shared. Odys does not replace a specific item; the Pool is maintained and grown by the continuous addition of new Inventory under clause 5.1, and the Parties accept that some items will be lost along the way.

5.5 Conservative assumptions. Odys's planning assumes that about 65% of built sites rank and earn and that a ranking site follows the revenue curve in the proposal model shared with the Partner. Those figures are deliberately conservative: the curve has been modelled on the most conservative scenario drawn from the Publisher's historical results, and actual ranking rates and revenue may be higher. Odys's strategy is to raise the share of performing Inventory towards 90% or as high as possible, chiefly by agreeing with its sellers that the Publisher may deploy a website on a domain and confirm its performance before Odys buys it (clause 4.3), so that the Pool buys only Inventory the Publisher can sell placements on. On that basis Odys expects the 65% figure to rise over time. These are planning assumptions, not undertakings; clause 10 applies.

6. Revenue share and payment

6.1 Partner Share. Each month the Odys Share actually received, less the Pool Costs for that month, is the Distributable Amount. The partners together are entitled to the Partners' Share: 50% of the Distributable Amount. The Partner is entitled to its Partner Percentage of that amount. By way of illustration, at the current Publisher rate of 35% and before Pool Costs, a US\$200,000 Ticket in a US\$1,000,000 round receives 3.5% of Gross Collections on the whole Pool. Odys retains the other 50% of the Distributable Amount as the return on the Odys Contribution, so the partners and Odys are paid identically on identical capital. If the Publisher Agreement rate changes, the Partners' Share changes with it, remaining 50% of whatever is distributable.

6.2 Deductions. The only deductions from the Odys Share before the 50/50 split are the Pool Costs: hosting, DNS and domain renewals for Inventory beyond its first [12] months, for the period then falling due, and the bank or network charges Odys incurs in receiving the Odys Share and paying the partners, which Odys does not control. Each is shown as a line in the Statement and the Pool P&L. No management fee, overhead, salary or other cost of Odys is ever deducted. Odys distributes exactly the cash that lands in its account, in US\$ or USDT, after those costs.

6.3 Monthly Statement. On the [10th] day of every month, whether or not the Publisher has paid, the CFO shall deliver to the Partner a Statement in the form of Schedule B showing, per item of Inventory: Gross Collections reported by the Publisher, the Odys Share received, any amount reported but not yet received, the Pool Costs, the Distributable Amount, the Partners' Share and the Partner Share, the item's status and the cumulative amounts paid to date, together with the running average Item Cost, undeployed capital and the Publisher's own statement in full.

6.4 Payment on receipt. Odys shall wire the Partner Share to the Partner's nominated bank account or USDT wallet within [5] Business Days of receiving the corresponding Odys Share from the Publisher, and in any event in the same monthly cycle. Odys shall never hold, delay or retain any part of the Partner Share once the corresponding Odys Share is in its hands.

6.5 Timing. Under the Publisher Agreement the Publisher pays Odys in the month following collection, so the Partner Share for a given month reaches the Partner roughly one month after the underlying revenue is collected.

6.6 Currency and charges. Payments are made in US\$ or USDT. Bank and network charges incurred by Odys on the Pool's receipts and payments are Pool Costs under clause 6.2; charges levied by the Partner's own bank or wallet provider are for the Partner.

6.7 Hosting and renewals after year one. Hosting and domain renewal for each item's first [12] months are part of its Item Cost. Thereafter they are Pool Costs, deducted under clause 6.2 for the period then falling due and shared one half by Odys and one half by the partners through the Distributable Amount. No partner is ever asked for a further contribution.

6.8 Taxes. Each Party is solely responsible for declaring and paying its own taxes on the amounts it receives under this Agreement. The Partner Share is paid gross.

7. Odys's guarantee

7.1 Counterparty. The Partner contracts with Odys alone. Odys is responsible to the Partner for the whole arrangement, and the Partner has no contractual relationship with, and need never deal with, the Publisher.

7.2 Guarantee of pass-through. Odys guarantees that every amount it receives from the Publisher in respect of the Pool, after Pool Costs only, will be shared with the partners as set out in clause 6, in full and on time. Odys's obligation to pay the Partner Share arises on receipt of the corresponding Odys Share; Odys does not guarantee amounts the Publisher has not paid.

7.3 Guarantee of continuity. If the Publisher under-pays, defaults, becomes insolvent or the Publisher Agreement ends for any reason, Odys shall (a) pursue collection of amounts due from the Publisher and share whatever is recovered under clause 6; (b) move the Pool to a replacement publisher or other monetisation and work to restore the network's performance through link placements, on terms no less favourable to the partners than this Agreement; and (c) continue to pay the Partner Share on whatever the Pool earns. The partners' entitlement to 50% of everything Odys receives on the Pool continues for as long as the Pool exists, whoever the operator is.

7.4 Guarantee of conduct. Odys guarantees that it will keep the Publisher Agreement in good standing, will not agree any amendment to it that reduces the Odys Share on the Pool without the prior written consent of partners holding a majority of the Partner Capital, and will notify the partners within 5 Business Days of any material change to, default under or termination of the Publisher Agreement.

8. Reporting and records

8.1 Pool Register. Odys shall keep the Pool Register up to date and give every partner continuous read access to it, covering every item in the Pool, including the Initial Batch

and all future rounds, with its Item Cost and how it was funded.

8.2 Records and Pool P&L. The CFO shall keep complete and accurate records of all purchases for the Pool, all costs of managing the Pool including hosting, DNS, domain renewals and bank or network charges, all Publisher statements and payments relating to the Pool and all payments to the partners, for at least [6] years after the end of this Agreement. With each Statement the CFO shall deliver a Pool profit and loss account showing capital invested to date by the partners and by Odys, undeployed capital, Gross Collections, the Odys Share received, Pool Costs by type, the Distributable Amount, distributions and reinvestments by Odys and by each partner, and the return on capital to date for the Pool and for the Partner. Purchase receipts for the Inventory are available to the Partner on request.

8.3 Publisher confidentiality. Odys is bound by a non-disclosure agreement with the Publisher not to disclose the Publisher's corporate or personal identity to any third party, and the Partner acknowledges that Odys will keep that undertaking. Odys acts as the partners' counterparty and as the intermediary with the Publisher; the Partner has no contractual relationship with, and need never deal with, the Publisher. Odys shall share with the Partner the anonymised historical performance data it holds, including unsuccessful sites, and shall ask the Publisher to permit wider disclosure once the programme is established.

8.4 Quarterly review. Odys shall hold a review call with the partners at the end of the third month after the first hand-over, and quarterly thereafter, to compare the Pool's performance with the proposal model and agree any change to the hand-over schedule.

9. Term and exit

9.1 Term. This Agreement starts on the date above and continues for as long as any Inventory remains in the Pool, unless ended earlier under this clause.

9.2 Minimum period. The Partner commits to the Pool for a minimum of [24] months from the date of this Agreement, and neither Party may terminate for convenience during that period. After it, either Party may terminate for convenience on [6] months' written notice. A Pool Sale under clause 9.8 overrides the minimum period. (For information, the Publisher reports that a newly built site typically matures within three to four weeks; the minimum period is a commitment to the Pool, not a function of that.)

9.3 Termination for cause. Either Party may terminate immediately by written notice if the other commits a material breach that is not remedied within 30 days of notice, or becomes insolvent. Failure by Odys to pay a Partner Share within 15 Business Days of receiving the corresponding Odys Share is a material breach.

9.4 On termination. Odys shall (a) deliver a final Statement and pay all Partner Share received up to the termination date, plus any Partner Share received afterwards for revenue collected before it; (b) return the Partner Percentage of any undeployed Partner Capital; (c) hand over the Pool Register and records; and (d) deal with the Partner's interest in the Pool as follows. The Partner's interest stays in the Pool and continues to receive the Partner Share under clause 9.5 unless and until it is bought out. The Partner cannot require Odys, the Pool or the other partners to buy its interest. A buy-out happens only if Odys, one or more of the other partners, or a third party approved by the Majority Partners agrees to buy the interest at Fair Value, payable within 60 days of agreement. A transfer of Inventory in kind to a departing Partner requires the consent of the Majority Partners and of Odys and is at Fair Value.

9.5 Continuing interest. While the Partner's interest remains in the Pool after termination, clauses 4 to 8 continue to apply to it and the Partner continues to receive the Partner Share. The Partner may offer its interest for sale to Odys and the other partners at any time, and to a third party with the consent of the Majority Partners.

9.6 Survival. Clauses 4.6, 4.7, 6, 7.3, 8, 9.4, 9.5, 9.7, 9.8, 9.9, 10, 11 and 12 survive termination.

9.7 Fair Value. Fair Value is agreed between the buyer and the seller of the interest. As a reference point the Parties may use a multiple of the distributions paid on the interest in the preceding twelve months, and where the buyer or seller asks, Odys and the Majority Partners may agree to appoint an independent valuer whose fees are shared by buyer and seller. The same basis applies to any transfer of Inventory in kind and to a Pool Sale.

9.8 Pool Sale. The Publisher has indicated to Odys, in a non-binding letter of intent, that it intends in due course to sell its business to a financial buyer and that such a buyer may wish to acquire the Pool, or that the Publisher and the Pool may combine before such a sale. That letter is confidential between Odys and the Publisher, creates no obligation on any party, and nothing in this Agreement depends on it. Any sale of the Pool, or of a majority of the Inventory in it, and any combination of the Pool with the Publisher or another business (a Pool Sale) requires the prior written consent of the Majority Partners and must be at or above Fair Value. The expected horizon for any Pool Sale is not less than three years from the first hand-over. Proceeds of a Pool Sale, after transaction costs, are split 50% to Odys and 50% to the partners in their Partner Percentages and paid within 30 days of completion. If no Pool Sale occurs, this Agreement and the revenue share simply continue.

9.9 Right of first refusal. If the Partner receives a bona fide offer from a third party for all or part of its interest in the Pool and wishes to accept it, the Partner shall first give Odys and the other partners written notice of the price and terms. Odys and the other partners, together or any of them, have 30 days to elect to buy the interest on the same

price and terms, Odys first and then the other partners pro rata to their Partner Percentages for any part Odys does not take. If no such election is made within 30 days, the Partner may sell to the third party on terms no more favourable to the buyer than those notified, within a further 60 days, subject to the approval of the Majority Partners under clause 9.4(d) and to the buyer signing this Agreement. The same procedure applies, with the roles reversed, if Odys wishes to sell its interest under clause 12.3.

10. Representations and risk

10.1 **Mutual.** Each Party represents that it has full power and authority to enter into and perform this Agreement, that doing so breaches no other obligation binding on it, and that the funds or services it provides are lawfully its own.

10.2 **Odys.** Odys represents that the Publisher Agreement is in force on the date of this Agreement on the terms described in clause 1, that it is entitled to supply Inventory to the Publisher, and that the proposal model shared with the Partner was prepared in good faith on the basis of the Publisher's historical results as provided to Odys.

10.3 **No guaranteed return.** The Partner acknowledges that revenue from the Pool depends on the Publisher's performance, search engine behaviour and market conditions, none of which Odys controls; that the figures in the proposal model are conservative planning assumptions and not a promise of any level of revenue, payback period or return; that some Inventory may never earn; and that the Partner could receive back less than the Ticket. Odys's guarantees in clause 7 are guarantees of conduct, pass-through and continuity, not of revenue, and clause 9.8 is a description of an intended exit, not a promise that it will occur.

10.4 **Own judgement.** The Partner confirms that it has relied on its own judgement in entering into this Agreement.

10.5 **Liability.** Neither Party is liable to the other for indirect or consequential loss or loss of profit. Nothing limits liability for fraud, wilful misconduct, or Odys's obligations to pay the Partner Share and to return undeployed Partner Capital.

11. Confidentiality and non-circumvention

11.1 **Confidentiality.** Each Party shall keep confidential the terms of this Agreement, the identity of the Publisher, the Publisher Agreement, the Pool Register, Statements and the Publisher's performance data, and shall use them only for the purposes of this

Agreement. Disclosure is permitted to professional advisers under a duty of confidence and where required by law. This clause survives for 3 years after termination.

11.2 Non-circumvention and the Publisher's identity. Odys does not disclose the Publisher's identity and will neither confirm nor deny any assumption about it. If the Partner nevertheless comes to know or believe who the Publisher is, by whatever means, the Partner shall keep that strictly confidential, shall not approach the Publisher or any replacement publisher introduced through this Agreement to supply domains or websites or to seek a revenue-share or similar arrangement, during the term and for 24 months afterwards, and shall deal with the Publisher only through Odys. Nothing in this clause restricts the Partner's domain, website or publishing business that does not involve the Publisher.

11.3 No announcements. Neither Party shall name the other, the Publisher or the terms of this Agreement publicly without the other's prior written consent, save that Odys may describe the Partner as a participant in the Odys Partners programme without disclosing the Ticket amount.

12. General

12.1 Governing law and disputes. This Agreement is governed by the laws of [Estonia]. The Parties shall first try to resolve any dispute amicably, between Odys and the partners, within 30 days of written notice. Failing that, disputes shall be finally settled by [the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn, by a sole arbitrator, in English / the courts of Tallinn, Estonia].

12.2 Notices. Notices are given by email with confirmation of receipt: to Odys at partners@odys.global; to the Partner at [●]. Statements and Pool Register updates may be delivered by email or through a shared data room.

12.3 Assignment. Either Party may assign or sell its rights and interest under this Agreement, including its interest in the Pool, to a third party on 30 days' written notice to the other, provided the assignee assumes the assigning Party's obligations in writing. Odys may do so to an Odys group company or to any other buyer of its interest; the Partner may do so to a successor, affiliate or third party. An assignment by Odys does not change the partners' economics or rights, and the Pool Vehicle, the Pool Register and the Statements continue unaffected.

12.4 Entire agreement and amendment. This Agreement, with its Schedules, is the entire agreement between the Parties on its subject and replaces the proposal deck and any earlier discussions, except that the proposal model is incorporated for the purposes of clauses 5.5 and 8.4. Amendments must be in writing and signed by both Parties.

12.5 **Relationship.** Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the Parties in law; "Partner" is a programme title only.

12.6 **Severance, waiver, counterparts.** If any provision is unenforceable the rest remains in force. A delay in enforcing a right is not a waiver of it. This Agreement may be signed electronically, including through DocuSign, and in counterparts.

12.7 **Decisions.** Three levels of decision apply across the programme. (a) The Partner's individual written consent is required for any change to the Partner's own Partner Percentage, to the Partner Share formula, to the 50/50 split between Odys and the partners, or to this clause. (b) The consent of the Majority Partners is required for admission of a new partner, a Pool Sale, replacement of the Publisher, any disposal or encumbrance of Inventory outside the ordinary course, and appointment of a replacement manager under clause 4.7. (c) All other operational matters, including the hand-over schedule, acquisition decisions within the criteria and day-to-day management, are for Odys. Partners who do not wish to take part in calls may give their consents in writing or by email.

12.8 **Same terms.** Every partner in the first round signs this Agreement on the same terms, varying only in Ticket size and payment method. Odys confirms that there are no side letters and no preferential economics or rights granted to any partner.

Signed for and on behalf of **Odys Global OÜ**

Name: Alex Drew · Title: Founder & CEO · Date: [●] · Signature: _____

Name: [●] · Title: Chief Financial Officer · Date: [●] · Signature: _____

Name: [●] · Title: Board Member · Date: [●] · Signature: _____

Signed by the Partner, **[Partner name]**

Date: [●] · Signature: _____

Schedule A: Commercial terms

Item	Term
Programme and venture	Odys Partners programme; this venture is Odys Domain Ventures Limited. First round target US\$1,000,000 Partner Capital

Item	Term
Ticket per partner	US\$200,000 recommended; US\$100,000 minimum; larger by agreement
Odys Contribution	Matches Partner Capital 1:1, up to US\$1,000,000; partly in kind via the Initial Batch at documented cost, otherwise in cash purchase by purchase
Total deployed	US\$2,000,000 into one shared Pool
Payment of Ticket	Within [5] Business Days of signing, by bank transfer, USDT or any mix (Schedule C)
Use of funds	Item Cost (purchase price, hosting and domain renewals) of aged domains and aged or existing websites only
Item Cost cap	Average Item Cost across the Pool not to exceed US\$500; individual items may be above or below; Odys aims lower where it can
Expected Pool size	About 4,000 items at a US\$500 average (US\$2,000,000 divided by US\$500)
Vetting	Against the Publisher's criteria and Odys's due diligence; purchase only after the Publisher's written acceptance; pre-purchase performance test where sellers permit
Beneficial interest in Pool	50% Odys; 50% the partners together, each in its Partner Percentage
Holding structure	Registrar accounts and hosting held by the Pool Vehicle (Odys Domain Ventures Limited) within [90] days of the venture's start; nominee declaration until then; escrowed step-in authorisations (clause 4.7)
Reporting	By the CFO: monthly Statement and Pool P&L showing capital invested and undeployed, collections, Pool Costs, distributions, reinvestments and return to date (clauses 6.3 and 8.2)
Publisher identity	Confidential under Odys's NDA with the Publisher; anonymised performance data shared (clause 8.3)
Deployment	Continuous, as accepted opportunities arise; capital held liquid for purchases (clause 3.4)

Item	Term
Hand-over to Publisher	Initial Batch at once; thereafter a continuous flow as items are acquired (clause 5.1)
Publisher rate to Odys	35% of Gross Collections (as at signing)
Partners' Share	50% of the Distributable Amount (Odys Share received less Pool Costs)
Partner Share	Partner Percentage of the Partners' Share (3.5% of Pool Gross Collections for a US\$200,000 Ticket in a US\$1,000,000 round at the current rate)
Deductions	Pool Costs only: hosting, DNS and domain renewals beyond each item's first year, and bank or network charges on receipts and payments; no fees or overheads of Odys
Statement	On the [10th] of every month, per item, whether or not the Publisher has paid, with the Publisher's statement attached
Payment to Partner	Within [5] Business Days of receipt by Odys, same monthly cycle, US\$ or USDT
Non-earning Inventory	Removed from the Pool; loss shared 50/50; Pool maintained by continuous addition of new Inventory (clause 5.4)
Minimum period	[24] months from signing, then [6] months' notice
Individual exit	Interest stays in the Pool and keeps earning unless Odys, another partner or an approved third party buys it at an agreed Fair Value; no forced buy-out; transfer in kind only with Majority Partners' and Odys's consent (clauses 9.4, 9.5, 9.7)
Reinvestment	Partner may reinvest all or part of its Partner Share, matched 1:1 by Odys (clause 3.11)
Right of first refusal	Odys, then the other partners, may match any third-party offer for a partner's interest within 30 days; same in reverse for Odys's interest (clause 9.9)
Pool Sale	Majority Partners' consent, at an agreed Fair Value, horizon not less than 3 years, proceeds 50/50 then pro rata (clause 9.8)

Item	Term
Hosting and renewals after year 1	Pool Costs deducted from the Odys Share before the 50/50 split, shown in the P&L; no further partner contributions
Notices	partners@odys.global
Governing law	[Estonia]

Schedule B: Monthly Statement format

One row per item of Inventory; totals at the foot; delivered as a spreadsheet or shared sheet with the Pool Register and the Publisher's own statement attached.

Column	Content
Item	Domain or website
Hand-over date	Date delivered to the Publisher
Status	Building / Live / Earning / Removed
Gross Collections (US\$)	Revenue collected by the Publisher on the item in the month
Odys Share received (US\$)	35% of Gross Collections, as received from the Publisher
Pool Costs (US\$)	Hosting, DNS, renewals and bank or network charges attributed to the item or the month
Distributable Amount (US\$)	Odys Share received less Pool Costs
Partners' Share (US\$)	50% of the Distributable Amount
Partner Share (US\$)	The Partner Percentage of the Partners' Share
Cumulative to Partner (US\$)	All Partner Share paid on the item to date
Notes	Anything material: ranking change, removal and reason

The Statement footer shows: total Partner Share for the month, amount paid and amount reinvested, and date paid; Partner Capital and Odys Contribution deployed to date and undeployed; running average Item Cost; Pool Costs for the month by type; number of items by status. The Statement and the Pool P&L are prepared and signed off by the CFO.

Schedule C: Payment of the Ticket

The Ticket may be paid by bank transfer, in USDT, or in any combination, to the verified accounts below. Odys's suggested split for a US\$200,000 Ticket is shown; a Partner may use any one method for the full amount. Please use the Partner's name as the payment reference on each payment.

Method	Suggested amount	Pay to
Bank transfer (USD, US account)	US\$100,000	Odys Global OÜ, account number 8310172049, routing number 026073150 (wire and ACH), Swift/BIC CMFGUS33, Community Federal Savings Bank, 89-16 Jamaica Ave, Woodhaven, NY 11421, United States (Wise partner bank). Online: wise.com/pay/business/odysglobalou
Bank transfer (USD, SWIFT)	US\$50,000	Odys Global OÜ, IBAN LT67 3250 0856 8680 0884, BIC REVOLT21, intermediary BIC CHASGB2L, Revolut Bank UAB, Konstitucijos ave. 21B, 08130 Vilnius, Lithuania. Recipient address: Kastani tn 92, 50410 Tartu, Estonia. Transfer in USD via SWIFT
USDT (TRC20)	US\$50,000	Wallet address TNoQQBPwsw98jh9zrSkVNF1pa6mM1yc6dm (Tron network, TRC20 only)

Swift transfers usually arrive within 1 working day and may take up to 5. Odys confirms receipt of each part in writing. Any USDT payment is settled in two transfers: an initial verification transfer of US\$100, which Odys acknowledges in writing on receipt, followed by the balance.