

Service Partner Agreement

Inspection, logistics, warehousing, research and technology providers | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Parties and independent scope

The completed COTO operator and named provider enter a non-exclusive independent services relationship. Identify whether the provider supplies inspection/testing, freight, warehousing, research, technology or another specified service. No provider may bind COTO, represent itself as a regulator or certify beyond its competence. A carrier, insurer, customs broker, bank or regulated payment institution must use the required role-specific contract and licences; this template does not replace mandatory transport terms, insurance policies or financial-provider agreements.

2. Statement of work and competence

Each SOW identifies customer, countries/sites, lots and volumes, deliverables, methods, standards, custody, timing, acceptance and price. Provider maintains necessary licences, trained personnel and suitable equipment, discloses conflicts and uses reasonable professional care. Approved subcontractors remain its responsibility and must have equivalent confidentiality, labour and security obligations. No unapproved material location/subcontractor change. Reports must describe what was actually inspected, sampling and limitations, date, author and evidence references; no blanket compliance certification is inferred.

3. Custody and operational controls

For physical goods, complete intake/count/condition records, segregation, secure storage, access, release authority, handover proof and the applicable risk/lien/insurance terms in a specialist schedule. Provider must not release goods on an unauthenticated email or claim platform balances as payment clearance. For inspections, parties define independence, conflicts, retest procedure and responsibility for costs. For technology services, specify access least privilege, approved environments, backups, recovery, vulnerability response and service levels. No production access or personal data is supplied merely by signing the draft.

4. Records, confidentiality and incidents

Maintain accurate work records and audit trails; protect customer designs and prices and release them only to authorized recipients. DPA 10 applies to processing on behalf of COTO after its schedule is completed. Provider notifies COTO without undue delay of suspected loss, unauthorized access, document falsification, safeguarding harm or material service failure; security incidents have the agreed 24-hour initial target in the DPA where applicable. Cooperate with investigation and preserve evidence safely. Do not notify customers/public authorities for COTO except as law requires or expressly authorized.

5. Charges, rights and accountability

Fees, approved expenses, taxes, invoicing, acceptance and payment dates are USD and set in the SOW. No secret referral payments or undisclosed conflicts. Provider retains background tools and licenses necessary embedded elements sufficiently for agreed use; commissioned deliverable ownership is explicitly allocated. No publicity/logo use or AI training from client data without separate permission. Insurance types/limits, lawful liability allocation, indemnity procedures and any cap are completed for the actual service. The master platform cap is not assumed to override mandatory carrier liability or regulated duties.

6. Term, continuity and SOW schedule

Specify initial term and ordinary notice. Material breach permits cure and termination under the agreed master/SOW; urgent safety/security risk permits proportionate suspension. On exit, provide orderly handover, return goods/materials, export required records, remove access and delete/return personal data subject to lawful retention. Pay only properly earned charges and reconcile advances. Attach operator/provider details, licences, service geography/volumes, approved subcontractors, SOW, fees, SLA, insurance, custody terms, security/DPA versions, governing law/forum and authority/signatures. Conflicting specialist mandatory provisions prevail to the extent required by law.

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]