Contract for a Decision Report

Governed by Slovenian law · draft of Nov 14, 2026 · for review by a lawyer before first use · text in [square brackets] is to be completed or confirmed

Between

Aljoša Kous s.p., AK Market Research, [address], [postcode] Ljubljana, Slovenia, registration number [ ], tax number [ ], IBAN [ ] at [bank] ("**AK Market Research**"),

and

[Company name], [address], [country], registration number [ ], tax number [ ], represented by [name, position] ("**the Company**"),

each a "**Party**" and together the "**Parties**".

1. Definitions

In this Contract:

- "**Report**" means the decision report described in clause 2.
- "**Products**", "**Markets**" and "**Category**" mean the products, countries and product category listed in Annex 3.
- "**Complete Information**" means all the information listed in Annex 2.
- "**Entry Fee**" means the fee in clause 5.1.
- "**Proceed**" means that the Company, itself or through an affiliate or licensee, starts selling a Product in a Market where it did not sell it before, within 12 months after the Report is delivered.
- "**First Sale**" means the date of the first invoice for a Product in a Market after the Report is delivered. Only sales invoiced from the First Sale onwards count; sales before it, including earlier sales in the same calendar year, never count.
- "**Attributable Net Sales**" means the net invoiced sales of the Products in the Markets by the Company and its affiliates, excluding VAT and other taxes and less returns, credit notes and discounts shown on invoices. They include products sold under another name, pack or brand that are substantially the same as a Product.
- "**Share Year**" means each 12-month period starting on the First Sale; the first three Share Years together are the "**Revenue-Share Period**".
- "**Revenue Band**" means the band of the Company's annual revenue in its last approved annual accounts at the date of signature, as published in the official business register (AJPES for Slovenian companies): under EUR 300,000; EUR 300,000 to 1,000,000; or over EUR 1,000,000.

- "**NDA**" means the mutual non-disclosure agreement between the Parties dated [ ].

2. Subject of the Contract

2.1 AK Market Research shall prepare one Report on up to five Products in one Category, for one to three Markets, containing:

(a) a verdict on page one: go, caution or no-go;

(b) market size;

(c) shelf prices of comparable products, checked in person, each with the date and place of the check;

(d) price and packaging;

(e) sales channels and a researched list of potential distributors and buyers in each Market, with their public business contact details;

(f) a break-even calculation based on the Company's costs;

(g) the main risks and early warning signs;

(h) what could not be verified.

2.2 The Report is made available as a PDF in [English / Slovenian / Croatian] through the private access set up by AK Market Research, together with one walk-through video call of up to 60 minutes.

2.3 The Report is not implementation. Implementing it is the Company's own work and needs a dedicated person on the Company's side. Not part of this Contract: implementing the Report; representing the Company; contacting, presenting to, negotiating with or introducing distributors or buyers; finding or recruiting staff; sales or marketing work; legal, regulatory or tax advice; translations of the Report; and any further consulting. AK Market Research does not offer implementation.

3. Duties of the Company

3.1 The Company shall provide the Complete Information through the secure price form and encrypted channel set up by AK Market Research by the start date in Annex 3.

3.2 The Company is responsible for the accuracy and completeness of the information it provides. AK Market Research checks figures for plausibility but is not required to audit them.

3.3 The Company shall name one contact person and answer questions from AK Market Research within [5] working days.

4. Timeline and corrections

4.1 AK Market Research works on one client's report at a time. Work starts on the start date stated in Annex 3, or when both the Complete Information and the first instalment have been received, whichever is later. The Report is delivered within 1 week for one Market, or within 2 weeks for two or three Markets or where travel abroad is needed, counted from the day all the Complete Information has been received, but not before the start date. If the Complete Information arrives more than [5] working days after the start date, AK Market Research may move the start to its next free date.

4.2 Delays caused by the Company extend this period accordingly. AK Market Research shall inform the Company without delay of any expected delay on its side.

4.3 Within 30 days after delivery, the Company may report errors in the Report in writing, naming each specific error. AK Market Research corrects its own errors free of charge within 10 days of each such report (version 1.1 and so on).

4.4 The verdict is the independent professional judgement of AK Market Research. It is changed only if it rests on a factual error.

4.5 Delivery is the moment the Company is given access to version 1.0 of the Report. Each version carries its date.

4.6 Written questions on the content of the Report may be sent within 14 days after the walk-through call. Anything else, including new information from the Company, new products, new questions or new Markets, is a paid update agreed in writing.

4.7 If AK Market Research cannot work because of illness or another obstacle beyond its control, such as cancelled flights or travel restrictions, the delivery period is extended by the duration of the obstacle. If the obstacle lasts more than [4] weeks, the Company may withdraw from this Contract and is refunded the part of the fees paid for work not yet done.

5. Fees

5.1 The Entry Fee **depends on the number of Markets, as set out in Annex 1: EUR 2,500 for one Market, EUR 4,200 for two and EUR 5,500 for three. It is the same whatever the verdict. All amounts in this Contract are plus VAT where chargeable**.

5.2 The fee under the chosen option is paid in two instalments: 50% on signature and 50% on delivery of the Report, regardless of the verdict and of any comments under clause 4. Invoices are payable within [8] days.

5.3 Travel is charged on top of the fee: in Slovenia and neighbouring countries by car at EUR 0.43 per kilometre, both ways, plus tolls and parking; abroad at cost for economy flights, hotels of up to [4] stars and local transport, plus the daily allowance for the country under the Slovenian Decree on the reimbursement of costs for business trips abroad. Before each trip the Company approves a budget in writing and pays it in advance; it is settled against receipts after the trip.

5.4 **Fee option** (tick one):

☐ **Option A, Entry Fee and revenue share under clauses 5.1 and 6: only where the decision is to enter a new Market or launch a new Product**.

☐ **Option B, buyout: a fixed fee** of EUR 12,000 for one Market, EUR 16,000 for two or EUR 20,000 for three, as set out in Annex 1, instead of the Entry Fee, with no revenue share; clauses 6 to 8 do not apply.

5.5 **Later buyout.** At any time during the Revenue-Share Period, the Company may end its obligations under clauses 6 and 7 by paying the Option B fee for the number of Markets in Annex 1, less the Entry Fee and all revenue-share payments already made.

6. Revenue share

6.1 If the Company Proceeds, it pays AK Market Research a share of its Attributable Net Sales for each Share Year of the Revenue-Share Period, at the percentage for its Revenue Band in Annex 1.

6.2 **Revenue-share payments are capped at EUR 10,000 per Market for all Share Years together**.

6.3 If the Company does not Proceed, no revenue share is owed. The Report's verdict does not change this: a share is owed only on actual sales.

6.4 The revenue share is owed on Attributable Net Sales regardless of whether, or how much, the Report contributed to them. The Parties agreed on this form of payment instead of a higher fixed fee.

7. Sales statements and checks

7.1 The Company informs AK Market Research of the First Sale within 30 days.

7.2 Within 30 days after each Share Year, the Company sends a statement, signed by an authorised person, of its Attributable Net Sales per Product and Market. AK Market Research then invoices the share, payable within 30 days. Amounts below EUR 100 are carried over to the next Share Year and invoiced at the latest with the last one.

7.3 The Company keeps records that support each statement for the period required by law. Once a year, with 15 days' notice, AK Market Research may have them checked by an independent certified accountant bound by confidentiality. AK Market Research bears the cost of the check, unless it shows an underpayment of more than 5%, in which case the Company pays the cost, the difference and default interest.

7.4 If the Company does not send a statement within 15 days after a written reminder, AK Market Research may estimate the Attributable Net Sales from the information available and invoice the share on that basis. The estimate is replaced by the actual figure only if the Company sends a signed statement within 30 days of the invoice; the Company bears the cost of any check under clause 7.3 for that year.

8. Transfer of the business

8.1 This Contract binds the Parties' successors. If the Company transfers the Products, the rights to sell them in a Market, or its business, it shall ensure that the acquirer takes over in writing the obligations in clauses 6 and 7; otherwise the Company remains liable for them.

9. Competing brands

9.1 From the signature of this Contract, or from an earlier paid reservation under clause 6.2 of the NDA, until the end of the Revenue-Share Period, AK Market Research shall not prepare a report for, or otherwise help, a competing brand in the Category in any of the Markets.

9.2 Under both options, this obligation ends if the Company does not Proceed within 12 months after delivery of the Report. If this Contract ends before the Report is delivered, it ends on termination.

9.3 AK Market Research may work for other companies in the Category in countries that are not Markets, without ever using the Company's information.

10. Confidentiality

10.1 The NDA continues to apply. Where this Contract and the NDA differ, this Contract prevails.

10.2 AK Market Research shall not publish the Report or any part of it, and shall name the Company as a client only with its prior written consent.

10.3 AK Market Research may publish market research carried out on its own account, under the conditions in clause 3.2 of the NDA.

10.4 The Report is for the Company's own use. Third parties, such as banks, investors or distributors, may not rely on it, and AK Market Research is not liable to them, even if the Company shows them the Report.

10.5 The Company may not use the name of AK Market Research in its marketing without prior written consent.

10.6 The Company names the persons who receive access to the Report and is responsible for their use of it. It informs AK Market Research without delay of any unauthorised use or disclosure of the access. AK Market Research is not liable for disclosure of the Report caused by the Company or by persons to whom it gave access, and may revoke access or issue new access at any time.

11. Rights in the Report

11.1 On full payment of the fee under the chosen option, AK Market Research transfers to the Company the exclusive economic copyright rights in the Report, unlimited in time and territory, for reproduction, distribution, adaptation and use in its business [lawyer to confirm the list of rights under ZASP].

11.2 AK Market Research keeps all rights in its methods, templates, tools, market research carried out on its own account, and general know-how, and may keep one copy of the Report for its records and to defend any claim.

12. AI tools and service providers

12.1 Clause 5 of the NDA applies: AI tools are used only to collect, sort and draft under business terms that exclude training on the information; a person checks every figure; AI never decides the verdict; and the Company may object in writing to their use.

13. Personal data

13.1 Each Party processes the personal data of the other's contact persons as an independent controller under the General Data Protection Regulation (EU) 2016/679.

13.2 If AK Market Research is to process personal data on the Company's behalf, for example a customer list, the Parties shall first sign a data processing agreement under Article 28 of that Regulation.

14. Nature of the Report

14.1 The Report is a professional opinion based on the information provided by the Company and on checks made on the dates stated in it. Markets, prices and competitors change after those dates.

14.2 AK Market Research does not guarantee any sales, profit, distributor response or other result. The Company alone decides whether and how to act on the Report, and carries out any action itself.

14.3 Under Option A, page one of the Report states: "AK Market Research earns a revenue share if you proceed. The fee for this report is the same whatever the verdict."

14.4 The recommendations in the Report are the view of AK Market Research on the market; the Company is not obliged to follow them. Its prices, costs, packaging, staffing, production and all other internal decisions are its own matter and responsibility. AK Market Research is not liable for results that depend on them, including changes in the Company's staff.

15. Liability

15.1 The total liability of AK Market Research under this Contract is limited to the fees paid by the Company under it, and in any case to no more than EUR 12,000.

15.2 AK Market Research is not liable for lost profit or indirect damage, or for damage arising from incorrect or incomplete information provided by the Company.

15.3 These limits do not apply to damage caused intentionally or through gross negligence, which cannot be excluded or limited in advance under Article 242 of the Obligations Code (OZ), or to any other liability that the law does not allow to be limited.

15.4 Complaints about the Report are made under clause 4.3. This does not shorten any statutory limitation period. [lawyer to confirm]

15.5 In any dispute, the Party that loses bears the costs of the proceedings, including the other Party's reasonable costs of legal representation, to the extent the applicable law or arbitration rules allow. [lawyer to confirm]

15.6 The limits in this clause apply only to the liability of AK Market Research. They do not limit the Company's obligations to pay the fees, the revenue share as agreed, default interest, recovery costs or costs of proceedings under this Contract.

16. Late payment

16.1 On late payment, the Company owes statutory default interest and the fixed compensation of EUR 40 for recovery costs under the Prevention of Late Payments Act (ZPreZP-1), without a reminder, plus reasonable further recovery costs.

16.2 If any amount is more than 8 days late after a written reminder, AK Market Research may suspend work until it is paid; deadlines are extended accordingly.

17. Bank details

17.1 Payments are made only to the account stated at the head of this Contract. **The bank details of AK Market Research never change by email.** Before a first payment, or after any notice of a change, the Company confirms the details by phone on [number].

18. Termination

18.1 The Company may end this Contract before the Report is delivered by written notice. The first instalment is not refunded once work has started; unused travel advances are refunded; nothing further is owed, and no revenue share arises.

18.2 AK Market Research may end this Contract by written notice if the Complete Information has not been provided within [60] days of signature, or if a payment is more than 30 days late after a written reminder.

18.3 Either Party may end this Contract by written notice if the other materially breaches it and does not remedy the breach within 15 days of a written request.

18.4 Clauses 6 to 11, 14, 15 and 16 survive termination, to the extent that they apply.

19. Notices

19.1 Day-to-day communication is by email to [email of AK Market Research] and [email of the Company]. Notices of termination or breach are sent by email with confirmation of receipt, or by registered post.

20. Governing law and disputes

20.1 This Contract is governed by the law of the Republic of Slovenia.

20.2 **Option A, for companies in the EU:** disputes are decided by the competent court in Ljubljana.

20.3 **Option B, for companies outside the EU:** disputes are finally resolved under the Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia, by one arbitrator, with the seat in Ljubljana and English as the language of the arbitration.

20.4 Before starting proceedings, the Parties shall try in good faith for 30 days to resolve the dispute by negotiation. This does not prevent either Party from seeking an urgent interim measure.

21. Final provisions

21.1 This Contract, its Annexes and the NDA are the whole agreement between the Parties on their subject. If they differ, the order of priority is: this Contract, its Annexes, the NDA.

21.2 Amendments are valid only in writing and signed by both Parties.

21.3 The Parties may sign electronically. A qualified electronic signature has the same effect as a handwritten one, and the Parties agree that an advanced electronic signature is also binding between them.

21.4 If any provision is invalid, the rest remains in force, and the Parties shall replace it with a valid provision closest to its purpose.

21.5 Neither Party may assign this Contract without the other's written consent, except as provided in clause 8, and except that AK Market Research may transfer this Contract by written notice to a company it controls, such as a limited liability company (d.o.o.) it founds.

21.6 This Contract is made in Slovenian and English. Both versions are binding; if they differ, the [Slovenian] version prevails.

Signatures

AK Market Research	The Company
Aljoša Kous, owner	[Name, position]
Place and date:	Place and date:
Signature:	Signature:

Annex 1: Prices and revenue-share percentages

Markets	Option A: Entry Fee, plus revenue share	Option B: buyout, no revenue share
1	EUR 2,500	EUR 12,000
2	EUR 4,200	EUR 16,000
3	EUR 5,500	EUR 20,000

All prices plus VAT where chargeable (clause 5.1); travel costs under clause 5.3 are added.

The Company's Revenue Band at signature: ☐ under EUR 300,000 ☐ EUR 300,000 to 1,000,000 ☐ over EUR 1,000,000

Revenue Band	Share Year 1	Share Year 2	Share Year 3
Under EUR 300,000	3%	2%	1%
EUR 300,000 to 1,000,000	2%	1.25%	0.5%
Over EUR 1,000,000	1%	0.5%	0.1%

Cap: clause 6.2.

Example, for illustration only: a company in the band under EUR 300,000 with Attributable Net Sales of EUR 60,000, 100,000 and 150,000 in Share Years 1 to 3 pays EUR 1,800, EUR 2,000 and EUR 1,500, a total of EUR 5,300, which is below the cap.

Annex 2: Complete Information

1. Company details: legal name, address, registration and tax numbers, authorised signatory, latest annual accounts.
2. Products: name, pack size, ingredients or materials, shelf life, storage conditions, certificates, current labels and photographs.
3. Costs: production cost per unit, packaging costs, total labour costs (not individual salaries), marketing budget, and expected logistics and listing costs.
4. Current sales: countries, channels, prices to the trade and to consumers, and approximate volumes.
5. Production and logistics: capacity, minimum order quantities, ship-from location, shipping method and lead times.
6. Plans: the decision to be made, timing, budget for the launch, and any existing contacts with distributors or buyers in the Markets.

Annex 3: Products, Markets and Category

Item	Details
Products	[up to five products: names and pack sizes]
Markets	[countries]
Category, for clause 9	[e.g. oral care / chilled dips / natural cosmetics]
Decision	[enter a new Market / launch a new Product]
Report language	[English / Slovenian / Croatian]
Delivery	Start date: [date] (delivery periods: clause 4.1)