

Business Partner Services

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BUSINESS PARTNER SERVICES

DESCRIPTION OF AND CONDITIONS PERTAINING TO BUSINESS PARTNER SERVICE

1 GENERAL

1.1 Definitions. In this Exhibit, unless the context indicates otherwise:

- a. **"Affiliate/s"** means any entity that directly or indirectly controls is controlled by or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party.
- b. **"Authorised Reseller"** or **"Reseller"** means a third party that the Business Partner appoints in writing and that is approved in writing by Service Provider to market, promote, distribute, resell and/or grant End Users access to the Platform on the Business Partner's behalf under the Business Partner's rights in the Agreement, and not under any direct appointment by, or authority from, Service Provider.
- c. **"Business Day"** means a day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
- d. **"Business Partner Portal"** or **"Portal"** means Service Provider's online partner portal.
- e. **"Business Partner Status"** means the partner level (e.g., registered/silver/gold/platinum or similar) agreed in writing between the Parties from time to time, which may determine eligibility requirements, certifications, and programme benefits, including any margin percentage on recurring revenue (if applicable under the relevant commercial schedule).
- f. **"Code of Conduct"** means Service Provider's then-current code of conduct (and related policies/guidelines) for business partners, as made available on the Portal or otherwise notified by Service Provider.
- g. **"Confidential Information"** means:
 - i. information concerning a Party's products, business, and operations, including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems, know-how, or other intellectual property of a Party and its Affiliates, that may be furnished, communicated, or delivered to the other Party, whether in oral, tangible, electronic, or other form,
 - ii. the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement, and
 - iii. all other non-public information provided by a Party under this Agreement.

Confidential Information does not include information that:

- iv. was lawfully in the receiving Party's possession before receipt from the disclosing Party, as established by competent evidence,
- v. at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the receiving Party,
- vi. is received by the receiving Party from a third party free to make such disclosure without, to the best of the receiving Party's knowledge, breach of any legal or contractual obligation,
- vii. is independently developed by the receiving Party without the use of the Confidential Information of the disclosing Party, as demonstrated by competent evidence, or
- viii. is disclosed by the receiving Party with the disclosing Party's prior written approval.
- h. **"DLP Platform"** means the Deel Local Payroll Application, a software-as-a-service solution made available on our website (User Login) or where applicable, through a white labelled login, subject to the applicable terms of use, through which Deel Services are provided.
- i. **"End User"** means a business customer (and not the Business Partner or any of its Affiliates, except to the extent expressly permitted in the Agreement) that is authorised to access and use the DLP Platform solely for that customer's internal business purposes under a written End User Agreement.

- j. **“End User Agreement”** means the written agreement between:
 - i. Business Partner and an End User (Partner End User Agreement), or
 - ii. Authorised Reseller and an End User (Reseller End User Agreement), that governs the End User’s right to access and use the DLP Platform.
- k. **“Flow-Down Terms”** means the minimum terms and protections that the Business Partner must include in its End User Agreements and Reseller Agreements in accordance with this Exhibit, and any other mandatory End User or reseller-facing terms notified by Service Provider in writing from time to time.
- l. **“Partner End User”** means an End User that contracts directly with the Business Partner under a Partner End User Agreement.
- m. **“Reseller End User”** means an End User that contracts with an Authorised Reseller under a Reseller End User Agreement.
- n. **“Personal Information”** has the meaning ascribed to it in the Data Processing Addendum.
- o. **“Territory”** means territory as agreed, in writing, between the Parties from time to time.

1.2 Parties; Structure and Order of Precedence.

- a. Only Service Provider and the Business Partner are parties to the Agreement and this Exhibit. No End User and no Authorised Reseller is a party to the Agreement or acquires any rights against Service Provider, except to the extent (if any) expressly agreed in writing by Service Provider.
- b. This Exhibit must be read together with:
 - i. the Agreement (including its general terms);
 - ii. the commercial schedules / partner programme schedules referenced in the Agreement (including any margin/discount/rebate schedules) (the “Commercial Schedules”); and
 - iii. The Order Form, the service description / statement of work / product schedule referenced in the Agreement (the “Service Description”).
- c. If there is a conflict between this Exhibit and the Agreement, the order of precedence is as stated in the Agreement (or, if the Agreement is silent, the following applies: Agreement, then Commercial Schedules, then Service Description, then this Exhibit).

1.3 No Partnership or Agency; No Authority.

- a. Nothing in the Agreement creates a partnership, joint venture, employment, fiduciary relationship, or agency between the Parties.
- b. The Business Partner has no authority to bind Service Provider (or any of its Affiliates), to make representations or warranties on Service Provider’s behalf, or to incur obligations in Service Provider’s name.
- c. The Business Partner must ensure its End User Agreements, Reseller Agreements and marketing materials accurately reflect that:
 - i. Service Provider (or its Affiliate) provides the DLP Platform; and
 - ii. Service Provider is not a party to the End User Agreement or Reseller Agreement.

1.4 Flow-down Mechanism (mandatory).

- a. The Business Partner must ensure that:
 - i. each End User is bound by a written End User Agreement before the End User is granted access to the DLP Platform; and
 - ii. each Authorised Reseller is bound by a written Reseller Agreement before the Reseller performs any activities relating to the Platform.

- b. Each End User Agreement and Reseller Agreement must be no less protective of Service Provider, the DLP Platform and Service Provider's Confidential Information than the Agreement (including this Exhibit) and must include the applicable Flow-Down Terms.
- c. The Business Partner:
 - i. remains responsible to Service Provider for the performance and compliance of End Users and Authorised Resellers in connection with the DLP Platform as if their acts and omissions were those of the Business Partner; and
 - ii. must promptly take all reasonable steps to prevent, stop and remedy any actual or suspected breach of Flow-Down Terms by an End User or Authorised Reseller.
- d. On request, the Business Partner must promptly provide Service Provider (subject to applicable law and redaction of third-party confidential commercial terms where appropriate) with:
 - i. a copy of its then-current End User Agreement template(s) and Reseller Agreement template(s);
 - ii. copies of executed End User Agreements and/or Reseller Agreements reasonably required to verify compliance; and
 - iii. written certification of compliance with this Exhibit signed by an authorised signatory of the Business Partner.

1.5 Compliance with Law

- a. Each Party must comply with applicable law in connection with the Agreement and this Exhibit.
- b. The Business Partner must not disclose Personal Information to Service Provider unless:
 - i. disclosure is lawful and necessary for performance; and
 - ii. where required, the Parties have implemented an appropriate data processing arrangement (including, where applicable, an operator agreement under the applicable privacy law) addressing the relevant processing.

2 BUSINESS PARTNER OPERATIONAL TERMS (DIRECT OBLIGATIONS)

2.1 Appointment; scope of programme rights; reservation of rights.

- a. Subject to the Agreement and the Business Partner's ongoing compliance, Service Provider grants the Business Partner a non-exclusive, non-transferable right during the term to market, resell and/or sublicense access to the DLP Platform to End Users in the Territory.
- b. All rights not expressly granted are reserved by Service Provider (and/or its licensors).

2.2 Governance and cooperation.

- a. The Parties will combine their respective skills, assets, and experience to support the Business Partner's marketing and sale of the DLP Platform.
- b. Once the Business Partner has received information relating to an End User opportunity or project, the Business Partner must, on request, promptly share relevant opportunity, onboarding, technical, security and delivery information reasonably requested by Service Provider.
- c. Each Party must appoint an escalation contact and notify the other Party of the relevant contact details.
- d. Disputes, delivery risks, suspected security incidents or suspected misuse must be escalated in good faith within 2 (two) Business Days of identification.
- e. All cooperation and information sharing is subject to confidentiality obligations and applicable data protection law.

2.3 Marketing, branding and white labelling.

- a. If the Platform is not white labelled, the Business Partner must include in all advertising and promotion of the DLP Platform all applicable copyright and trademark notices as they appear on or in the Platform.
- b. Any white labelling, co-branding, removal, concealment or alteration of notices (including any "powered by" disclosures) requires Service Provider's prior written approval.

- c. Service Provider may, at its discretion, provide the Business Partner with electronic marketing materials for promotion of the Platform, provided that:
- i. the Business Partner complies with Service Provider’s brand guidelines as notified from time to time;
 - ii. Service Provider may require prior written approval for specific campaigns; and
 - iii. the Business Partner must promptly cease use of any materials on notice from Service Provider.

2.4 End User contracting, deviations and approval controls.

- a. The Business Partner is responsible for interfacing with End Users and for contract negotiation and contract management with End Users, including administrative follow-up.
- b. The Business Partner must not:
- i. agree any deviation from the Flow-Down Terms;
 - ii. agree any term that is less protective than the Agreement; or
 - iii. impose any additional obligation on Service Provider (including any additional warranties, indemnities, service levels, implementation timelines, credits, refunds, data processing obligations, or liability “flow-through”), unless Service Provider gives prior written approval.

2.5 Responsibilities allocation; support model. Unless expressly agreed in writing:

- a. The Business Partner is responsible for:
- i. sales, contracting and relationship management with End Users;
 - ii. first-line support to Business Partner End Users (and, where applicable, oversight of first-line support delivered by Authorised Resellers to Reseller End Users);
 - iii. billing and collections from End Users (and ensuring its invoicing and pricing practices comply with applicable law);
 - iv. End User account administration as agreed between the Parties; and
 - v. ensuring End Users’ use of the DLP Platform complies with applicable law and the End User Agreement.
- b. Service Provider is responsible for:
- i. hosting and availability of the DLP Platform as set out in the Agreement and/or Service Description; and
 - ii. second-line support to the Business Partner and any implementation/onboarding services expressly purchased under the Agreement.
- c. Each Party is responsible for its own taxes and statutory obligations. The Business Partner remains responsible for all taxes arising from amounts it charges End Users.

2.6 Lead registration, logging and deal protection.

- a. All End User leads must be logged on the Portal in accordance with Service Provider’s then-current lead registration process.
- b. Service Provider will only acknowledge and allocate leads to the Business Partner if they are logged on the Portal.
- c. If the Business Partner logs a duplicate lead already provided by another business partner, or if Service Provider is already engaging with the prospect, Service Provider will notify the Business Partner via the Portal or by written notice.
- d. Where Service Provider operates a deal protection process, Service Provider will honour any approved deal protection for the approved period and scope, subject to the Business Partner:
- i. remaining in good standing;
 - ii. actively pursuing the opportunity; and
 - iii. complying with this Exhibit and the Agreement.

2.7	<p><u>Non-solicitation of End Users (Service Provider covenant).</u></p> <ul style="list-style-type: none"> a. Subject to clause 2.7(b), during the term of the Agreement Service Provider will not directly or indirectly solicit a Partner End User to withdraw, curtail or cancel its business relationship with the Business Partner for the DLP Platform. b. For purposes of this clause, “solicit” means targeted outreach to a Partner End User for the purpose of moving that End User’s relationship for the DLP Platform away from the Business Partner. c. This clause does not restrict: <ul style="list-style-type: none"> i. passive, non-targeted marketing; ii. responding to unsolicited inbound approaches from an End User (provided Service Provider refers the End User to the Business Partner in accordance with clause 2.7(d) unless an exception applies); or iii. dealings with an End User unrelated to the Platform. d. Referral obligation and exceptions: <ul style="list-style-type: none"> i. If Service Provider receives a direct request from a Partner End User relating to purchase of, migration to, or pricing for the Platform, Service Provider will refer the End User to the Business Partner within 3 (three) Business Days, unless: <ul style="list-style-type: none"> A. the End User is already in a direct contractual relationship with Service Provider for the DLP Platform that pre-dates introduction by the Business Partner; B. Service Provider is legally prohibited from making the referral; C. the Business Partner is in material breach of the Agreement (including non-payment) and has failed to cure within any applicable cure period after written notice;
2.8	<p>the Business Partner is subject to business rescue, liquidation, compromise with creditors, or an analogous insolvency event; or</p> <ul style="list-style-type: none"> D. the End User has terminated the Partner End User Agreement due to the Business Partner’s breach and the termination is effective. <ul style="list-style-type: none"> e. End User complaint and cure mechanics: <ul style="list-style-type: none"> i. If a Partner End User informs Service Provider of the Business Partner’s failure to render services and/or deliverables under the Partner End User Agreement and/or its intent to terminate, Service Provider must inform the Business Partner in writing within 3 (three) Business Days. ii. If the Business Partner fails to resolve the issue within 7 (seven) Business Days of receipt of that notice, and the End User persists in its intention to terminate, Service Provider may proceed as it deems fit, provided Service Provider acts reasonably and in good faith and, where commercially and legally feasible, allows the Business Partner a further 5 (five) Business Days to propose a remediation plan acceptable to the End User and Service Provider. f. Public tenders/RFPs. <ul style="list-style-type: none"> i. If an End User issues a tender enquiry or request for proposal in the public domain, Service Provider may elect to pursue that enquiry without any obligation to inform the Business Partner, provided that: <ul style="list-style-type: none"> A. “public domain” means published openly and generally to the market (and not issued only to a limited invitee list that includes the Business Partner); and B. where legally and contractually permitted, Service Provider will provide the Business Partner written notice of its intention to respond. g. Survival: <ul style="list-style-type: none"> i. The restrictions in this clause 2.7 survive termination of the Agreement for 12 (twelve) months, to the extent reasonable and enforceable under applicable law, and will be interpreted and, if necessary, severed or read down to the minimum extent required to be enforceable.
2.9	<p><u>Certification, Solutions Specialists and annual review.</u></p>

- a. Business Partner certification is valid for 1 (one) year from 1 March to 28 February, unless otherwise notified by Service Provider in writing.
- b. An annual re-certification exam must be completed to maintain the relevant Business Partner Status.
- c. Registered Business Partners have 3 (three) months to replace Solutions Specialists who leave or cease to meet requirements.
- d. The Business Partner must maintain between 2 and 3 Solutions Specialists (depending on Business Partner Status) who:
 - i. are full-time representatives/employees of the Business Partner; and
 - ii. meet any training/certification requirements prescribed by Service Provider from time to time.

2.10 Training programme benefit (commercials by reference).

- a. Subject to the Commercial Schedules, the Business Partner may be eligible for a training and seminar discount (noted in the programme as 20% (twenty percent) at the time of drafting of the legacy terms).
- b. The discount, eligibility criteria, booking rules, and any exclusions are governed by the Commercial Schedules and/or Portal notices, and may be changed in accordance with the Agreement.

2.11 Assistance with sales presentations and implementations.

- a. Subject to availability and any prerequisites notified by Service Provider, Service Provider will assist the Business Partner with:
 - i. sales presentations to the first five (5) End User leads logged through the Portal; and
 - ii. the first three (3) implementations sold by the Business Partner.
- b. Service Provider will provide a quote for such assistance to the Business Partner. The scope and pricing of such assistance are governed by the applicable statement of work and/or Commercial Schedules.
- c. The Business Partner acknowledges it is required to log all leads on the Portal prior to quoting to ensure the correct pricing schedule is used.

2.12 End Users “linked” to Business Partner; support takeover instruction.

- a. Eligibility for any recurring margin or other programme benefit associated with an End User being “linked” to the Business Partner is governed by the Commercial Schedules. As an operational requirement, a linked End User generally requires the Business Partner to provide first-line support.
- b. If the Business Partner requests Service Provider to take over first-line support for an existing linked End User:
 - i. Service Provider may contact the End User and provide services directly to it; and
 - ii. the Business Partner will cease to qualify for the applicable margin/benefit for that End User to the extent stated in the Commercial Schedules.
- c. Any request under clause 2.11(b) must be:
 - i. in writing on the Business Partner’s letterhead; and
 - ii. signed by the Business Partner’s Managing Director/Owner or an authorised representative with written proof of authority.

2.13 Confidentiality: permitted disclosures to End Users and Resellers.

- a. Service Provider agrees that the Business Partner may disclose Service Provider’s Confidential Information to End Users and Authorised Resellers to the extent reasonably necessary for the Business Partner to perform its obligations to End Users/Resellers relating to the DLP Platform, provided that the Business Partner ensures those recipients are bound by written confidentiality obligations no less protective than the Agreement and that applicable privacy law/s are complied with.

3 **END USER MINIMUM TERMS (MANDATORY FLOW-DOWN)**

3.1 General obligation.

- a. The Business Partner must ensure each End User Agreement is in writing and includes, at a minimum, the terms in clause 3.2 (the “End User Minimum Terms”).
- b. End User Agreements must be no less protective of Service Provider and the Platform than the Agreement and must not state or imply that Service Provider is the seller of record to the End User unless Service Provider expressly agrees in writing.
- c. The Business Partner must ensure that no End User Agreement:
 - i. conflicts with, or is more onerous on, Service Provider than the Agreement; or
 - ii. purports to bind Service Provider to any obligation or liability not expressly agreed by Service Provider in writing.

- 3.2 End User Minimum Terms (required topics). Each End User Agreement must include enforceable provisions that, at a minimum:
- a. B2B / internal use only. Limit End User use to the End User’s internal business purposes and prohibit resale, timesharing, service bureau, outsourcing access, or making the DLP Platform available to third parties (except Authorised Users as permitted).
 - b. Account security and authorised users. Require the End User to keep credentials secure, restrict access to authorised users, and promptly notify of suspected unauthorised access or security incidents.
 - c. Acceptable use restrictions. Prohibit unlawful use, interference with the DLP Platform, malware, security testing without consent, excessive automated calls, circumvention of access controls, and any use that violates Service Provider’s acceptable use policies notified from time to time.
 - d. No reverse engineering / circumvention. Prohibit reverse engineering, decompiling, disassembling, or otherwise attempting to derive source code or underlying ideas/algorithms (except to the extent such restriction is prohibited by law), and prohibit circumventing technical restrictions.
 - e. Confidentiality. Impose confidentiality obligations on the End User that protect Service Provider’s Confidential Information, including the DLP Platform, documentation, security information and pricing shared via the Business Partner, with standard carve-outs (information independently developed, lawfully received, or publicly available other than by breach).
 - f. Intellectual property. Confirm that the DLP Platform and all related IP are owned by Service Provider and/or its licensors; the End User receives only a limited right to access/use as expressly permitted; and no rights are granted by implication.
 - g. Privacy. Include privacy-compliant provisions addressing the parties’ roles and responsibilities for Personal Information processed in connection with the DLP Platform, including:
 - i. lawful basis/authority to process and share Personal Information;
 - ii. appropriate security safeguards; and
 - iii. cooperation with data subject requests and regulator enquiries to the extent applicable.
 - h. Information security. Require the End User to maintain reasonable technical and organisational measures to protect access credentials and data exported from or integrated with the DLP Platform and to cooperate with reasonable security requests.
 - i. Audit / cooperation. Require the End User to reasonably cooperate with audits, investigations and information requests necessary to verify compliance with the End User Agreement, investigate suspected misuse, or address security incidents (including providing logs or relevant information where lawfully available).
 - j. Suspension/termination for misuse. Permit suspension or termination of End User access for material breach, security risk, unlawful use, or non-payment (as applicable under the commercial arrangement), and require prompt cessation of use on termination.
 - k. Disclaimers; limitation of liability (by reference). Include disclaimers and limitations of liability that are at least as protective of Service Provider as those in the Agreement and/or the master terms referenced in the Agreement. Where the Business Partner uses its own form, it must ensure Service Provider receives the benefit of those protections (whether via direct drafting, incorporation by reference, or third-party beneficiary language where permitted).
 - l. No direct claims against Service Provider. State that Service Provider is not a party to the End User Agreement and the End User has no direct rights against Service Provider unless Service Provider expressly agrees in writing.

4 AUTHORISED RESELLER TERMS (PARTNER CONTROLS AND MANDATORY FLOW-DOWN)

4.1 Prior approval, due diligence, registration and ongoing disclosure.

- a. The Business Partner may not appoint any Reseller without Service Provider’s prior written consent (not to be unreasonably withheld or delayed).
- b. The Business Partner must conduct reasonable due diligence on each proposed Reseller, including checks appropriate to the Territory and the Reseller’s scope, covering (at minimum) reputational risk, compliance posture, and capability to comply with required training/certification and support obligations.
- c. The Business Partner must promptly (and in any event within 5 (five) Business Days) notify Service Provider in writing of any material change relating to an approved Reseller, including changes to name, ownership/control, key personnel, address, regulatory status, scope of activities, marketing channels, or any investigation, sanction or enforcement action.

4.2 Limited rights; no sub-resellers; no implied licences.

- a. Subject to the Agreement, Service Provider grants the Business Partner a non-exclusive, non-transferable right to appoint approved Resellers to market, promote and resell access to the DLP Platform and related services to End Users within the Territory, for so long as the Business Partner:
 - i. maintains its Business Partner Status; and
 - ii. is not in breach of the Agreement.
- b. The Business Partner must ensure that neither it nor any Reseller:
 - i. appoints any sub-reseller, sub-distributor or similar channel partner (including through subcontracting, outsourcing, referral networks, marketplaces, or white-label arrangements having a similar effect) without Service Provider’s prior written consent; or
 - ii. represents that any licence or rights are granted by implication, estoppel, or otherwise.

4.3 No agency/authority; revocation or suspension of approval.

- a. The Business Partner and each Reseller are independent contractors and have no authority to bind Service Provider or its Affiliates, or to make any commitment, representation, warranty, guarantee, refund promise, service level commitment, or other obligation on Service Provider’s behalf.
- b. Service Provider may revoke or suspend approval of any Reseller upon written notice if Service Provider reasonably determines that the Reseller:
 - i. breaches applicable law, the Agreement, or the applicable Reseller Agreement;
 - ii. engages in deceptive, misleading, unethical or non-compliant marketing or sales practices;
 - iii. creates a material risk to Service Provider (including regulatory, security, reputational, or commercial risk); or
 - iv. becomes a competitor of Service Provider or a sanctioned/restricted person under applicable sanctions laws (as applicable).
- c. The Business Partner must promptly implement any revocation or suspension direction, including:
 - i. ceasing all marketing and sales through that Reseller;
 - ii. removing or disabling the Reseller’s access to any portals or materials; and
 - iii. ensuring the Reseller returns or destroys Confidential Information and ceases use of Service Provider branding.

4.4 Reseller Agreements (mandatory flow-down).

- a. The Business Partner must ensure that each Reseller is bound by a written agreement between the Business Partner and the Reseller (“Reseller Agreement”) concluded before the Reseller performs any marketing, promotion, resale, implementation or support activities.
- b. Each Reseller Agreement must be no less protective of Service Provider, the DLP Platform and End Users than the Agreement and must, at a minimum:
 - i. include confidentiality obligations, IP restrictions, data protection and security provisions, acceptable use, compliance with applicable law, termination and post-termination obligations;

- ii. expressly prohibit the Reseller from appointing sub-resellers without Service Provider's prior written consent;
- iii. include an express acknowledgement that:
 - A. Service Provider is not a party to the Reseller Agreement or any End User Agreement;
 - B. Service Provider assumes no obligations to the Reseller; and
 - C. the Reseller has no authority to bind Service Provider; and
 - D. not impose any obligations on Service Provider that are more onerous than, or inconsistent with, the Agreement.
- c. The Business Partner must enforce each Reseller Agreement and promptly notify Service Provider of any actual or suspected material breach by a Reseller.

4.5 End Users contracted via Resellers; required agreement chain.

- a. The Business Partner must ensure that each Reseller concludes a written Reseller End User Agreement with each Reseller End User before providing access to, or implementing, the Platform for that End User.
- b. Each Reseller End User Agreement must:
 - i. be between the Reseller and the End User (not Service Provider);
 - ii. clearly identify Service Provider (or its relevant Affiliate) as the provider of the DLP Platform;
 - iii. incorporate the End User Minimum Terms in clause 3.2 (either directly or by reference to mandatory terms approved by Service Provider); and
 - iv. not state or imply that Service Provider is the seller of record unless Service Provider expressly agrees in writing.
- c. The Business Partner must ensure that no Reseller offers (or purports to offer) any service levels, credits, warranties, indemnities, functionality commitments, implementation timelines, customisations, or refunds on behalf of Service Provider.

4.6 Reseller billing and compensation principles (commercials by reference).

- a. Unless Service Provider agrees otherwise in writing, Resellers are responsible for billing, collections, renewals and the day-to-day commercial relationship with their End Users.
- b. Service Provider will not pay any margin, commission or rebate directly to any Reseller. Any compensation payable to a Reseller is solely a matter between the Business Partner and the Reseller, subject to the Commercial Schedules.
- c. The Business Partner must ensure Resellers do not represent that Service Provider pays them any commissions, rebates or other compensation.

4.7 Lead logging by Resellers.

- a. The Business Partner must ensure that all leads generated by Resellers are logged on the Portal under the Business Partner's profile and in accordance with clause 2.6.

4.8 Support, training and certification for Resellers.

- a. Where End Users are obtained or serviced via a Reseller, the Reseller must provide first-line support to its End Users under its End User Agreements, unless otherwise agreed in writing.
- b. The Business Partner must ensure each Reseller providing first-line support is suitably trained and certified in accordance with Service Provider's requirements notified from time to time.
- c. The Business Partner remains responsible to Service Provider for the overall quality and compliance of Reseller-delivered support and must ensure Resellers promptly escalate to the Business Partner (and the Business Partner to Service Provider) any suspected security incidents, data incidents, regulatory inquiries, or high-severity operational issues.

4.9 Compliance and audit.

- a. The Business Partner is solely responsible for ensuring that all Resellers comply with applicable laws and do not engage in misleading, deceptive, unethical or unlawful conduct in relation to the DLP Platform.
- b. Service Provider may, on reasonable prior written notice, audit the Business Partner's records relating to Resellers (including Reseller Agreements, End User Agreement templates used by Resellers, training evidence, marketing materials and related revenue information) to verify compliance with this clause 4.
- c. The Business Partner must provide reasonable assistance and must procure Reseller cooperation where required.

4.10 Termination/suspension of Resellers; transition.

- a. The Business Partner must promptly suspend or terminate a Reseller if directed by Service Provider on reasonable grounds, including material or repeated breach by the Reseller of obligations that would, if committed by the Business Partner, constitute a material breach of the Agreement. The Business Partner must implement such direction within 5 (five) Business Days (or immediately where required to mitigate material risk).
- b. Upon termination or expiry of the Agreement or Business Partner Status, or revocation of a Reseller's approval, the Business Partner must ensure each affected Reseller immediately:
 - i. ceases marketing/promotion and sale of the DLP Platform;
 - ii. stops using Service Provider IP/branding and returns or destroys Confidential Information and materials; and
 - iii. cooperates to transition any in-flight End User opportunities in accordance with Service Provider's reasonable instructions.
- c. After consultation with the Business Partner, Service Provider may elect to assume a direct relationship with End Users previously managed by a terminated Reseller, where commercially and legally feasible. The Parties will in good faith adjust any applicable programme benefit/margin arrangements in accordance with the Commercial Schedules.

4.11 Liability for Resellers; indemnity (subject to master terms).

- a. The Business Partner is responsible for all acts and omissions of its Resellers in connection with the marketing, sale, implementation and support of the DLP Platform, as if such acts or omissions were those of the Business Partner.
- b. The Business Partner must indemnify and hold harmless Service Provider against claims by a Reseller, End User, or third party arising from any act or omission of a Reseller, except to the extent caused directly by Service Provider's wilful misconduct or gross negligence, and subject to the indemnity and limitation of liability framework in the Agreement and the Commercial Schedules (as applicable). Without limitation, this includes claims arising from:
 - i. misrepresentations, warranties, commitments, pricing statements, or service level promises made by a Reseller;
 - ii. Reseller non-compliance with applicable laws (including marketing/advertising, anti-bribery/anti-corruption and sanctions laws, as applicable);
 - iii. failure to obtain required consents or provide required notices; and
 - iv. Reseller handling of Personal Information.

4.12 Code of Conduct flow-down.

- a. The Business Partner acknowledges that the Code of Conduct applies mutatis mutandis to all Resellers appointed by the Business Partner.
- b. The Business Partner must ensure each Reseller:
 - i. receives (or has access to) the then-current Code of Conduct before commencing activities; and
 - ii. contractually commits to comply with the Code of Conduct.
- c. Any breach of the Code of Conduct by a Reseller will be deemed a breach of the Agreement by the Business Partner.

5 **COMMERCIAL ADDENDA REFERENCES (PRICING, MARGINS, SPECIAL PRICING, PRICELISTS)**

- 5.1 The Parties acknowledge that all margins, discounts, rebates, programme benefits (including training discounts), eligibility requirements for "linked" End Users, and any related rules are governed by the Commercial Schedules and/or rules published on the Portal from time to time.

5.2 Where the Parties have agreed any special pricing arrangements for End Users, those arrangements are governed by the Commercial Schedules and/or applicable order forms, and (unless otherwise agreed in writing) will remain in effect until the relevant End User agreements are renewed, after which new pricing arrangements may apply.

5.3 Standard pricelists are made available on the Portal and may be updated from time to time in accordance with the Agreement.

6 PARTNERSHIP FEE

6.1 Subscription And Fees.

- a. Partnership Subscription. Business Partner will subscribe to the Service Provider’s Partnership Program (the “Program”) for access to defined partner benefits and enablement services.
- b. Fee Tiers. Subject to clause 6.1(d) the monthly subscription fee (exclusive of VAT and any applicable taxes) as at the time of signature is R1,500.00, paid annually. For the avoidance of doubt, this fee is applicable up and until 30 September 2026, after which it is subject to annual indexation and per clause 6.1(d).
- c. Effective Date; Proration. The subscription commences on the date the Business Partner is granted Program access (the “Program Start Date”). Fees will be prorated for any partial month based on the remaining calendar days.
- d. Annual Indexation. The Service Provider may increase the monthly fee annually (effective each 1 October, unless otherwise stated) by up to CPI (Stats SA, headline CPI for the preceding 12 months) + 2%.

6.2 Initial Term; Renewal; Changes.

- a. Initial Term. The Program subscription runs for an initial term of twelve (12) months from the Program Start Date or, if this Agreement is signed after the Program Start Date, from the Effective Date; provided that, in either case, the Initial Term will end on 30 September immediately following the applicable start date and will be prorated accordingly.
- b. Renewal. Thereafter it automatically renews for successive 12-month term.
- c. Changes to Benefits. The Service Provider may update Program benefits upon not less than 30 days’ written notice

6.3 Billing And Collection.

- a. Invoicing Cadence. The monthly fee will be invoiced in advance on or about the 1st Business Day of each calendar month (or quarterly in advance if the Service Provider standardises quarterly billing).
- b. Payment Terms. Invoices are payable within 30 (thirty) days from invoice date, in ZAR, without set-off or deduction, via EFT to the bank account specified by the Service Provider (or by debit order/automated payment if the Parties agree such method in writing).
- c. Payment Method (placeholder options). Debit Order/Automated Payment. If the Parties agree a debit order/automated collection mandate, the Business Partner authorises the Service Provider to collect the monthly fee on or about the due date; reversals or failed collections may incur reasonable bank charges.
- d. Non-Payment; Suspension. If any invoice remains unpaid 15 (fifteen) days after the due date, the Service Provider may suspend access to Program benefits upon 5 (five) days’ prior written notice, without prejudice to its right to recover the amounts due. Program access will be restored after receipt of all overdue amounts.
- e. Non-Payment; Termination. If the Business Partner fails to pay any undisputed invoice within 30 (thirty) days after notice of suspension under 6.3(d), the Service Provider may terminate the Program subscription on 10 (ten) days’ written notice, without affecting the remainder of the Operational Terms or any other rights and remedies. Accrued but unpaid fees remain payable.
- f. Disputed Amounts. The Business Partner may dispute any invoice in good faith by notifying the Service Provider in writing within 10 (ten) days of receipt, with reasonable detail. The Parties will work in good faith to resolve the dispute within 15 (fifteen) days. The Business Partner will pay the undisputed portion by the due date; any amounts agreed or determined to be payable after resolution will be paid within 10 (ten) days thereafter.
- g. Additional Seats/Users. If the Program benefits include a specific number of named users/seats, any agreed increase will be charged pro rata from the effective date of the increase.

6.4 Taxes; Withholding.

	<ul style="list-style-type: none"> a. <u>Taxes.</u> Fees are exclusive of VAT and any other applicable taxes, which will be charged at the prevailing rate. The Business Partner is responsible for its own tax obligations. b. <u>Withholding.</u> If any withholding is required by law, the Parties will cooperate to minimise it. The Business Partner will provide valid tax documentation; the Service Provider will provide reasonable evidence of any withholding.
6.5	<p><u>No Offset Against Margins/Referral Fees .</u></p> <ul style="list-style-type: none"> a. <u>Separate Economics.</u> The Program subscription fee is separate from, and does not reduce or offset, any margins or referral fees otherwise payable to the Business Partner under the Operational Terms. The Service Provider may, however, offset any undisputed overdue Program fees against amounts payable to the Business Partner, after prior written notice and a 10 (ten) day cure period.
6.6	<p><u>Changes to Collection Mechanism (Placeholder Flexibility).</u></p> <ul style="list-style-type: none"> a. The Parties acknowledge that collection methods may evolve (e.g., introduction of direct debit, card-on-file, consolidated billing, or partner wallet credits). The Service Provider may implement a new collection mechanism on 30 (thirty) days' prior written notice, provided that any material change that increases the Business Partner's cost or administrative burden will be subject to the Business Partner's prior written consent (not to be unreasonably withheld or delayed).
6.7	<p><u>Termination of Program Subscription.</u></p> <ul style="list-style-type: none"> a. <u>Termination for Convenience.</u> Either Party may terminate the Program subscription on 30 (thirty) days' written notice after the Initial Term. For clarity, termination of the Program subscription does not terminate or modify the underlying Operational Terms or any existing SOWs unless expressly stated. b. <u>Effect of Termination.</u> Upon termination or expiry of the Program subscription, Program benefits cease and no further Program fees accrue from the effective date; fees already invoiced remain payable. Any prepaid amounts will be refunded pro rata for the unused period unless termination is for the Business Partner's uncured material breach.
6.8	<p><u>Miscellaneous.</u></p> <ul style="list-style-type: none"> a. <u>No Agency.</u> Participation in the Program does not create any agency, partnership, or franchise; Business Partner has no authority to bind the Service Provider. b. <u>Precedence.</u> In the event of conflict between this Program clause and the Operational Terms, the Operational Terms control except as to the Program fees and benefits expressly set out herein.
<p>7 BENEFITS SCHEDULE</p>	
7.1	<p><u>Introduction.</u> This Schedule describes the benefits, enablement resources, and support services made available to the Business Partner under the Agreement in consideration of the Partnership Fee (as defined in the Agreement). Unless expressly stated otherwise, access to the benefits in this Schedule is subject to:</p> <ul style="list-style-type: none"> a. Business Partner's continued compliance with the Agreement; b. Applicable program rules, policies, and platform terms communicated by Service Provider from time to time; and c. Business Partner maintaining an active partner status in good standing.
7.2	<p><u>General Conditions Applicable to All Benefits.</u></p> <ul style="list-style-type: none"> a. <u>Availability and changes.</u> The benefits described in this Schedule may be updated, replaced, suspended, or discontinued by Service Provider from time to time to reflect product, operational, or regulatory changes, provided that Service Provider will not materially reduce the overall value of the partner program benefits during a then-current paid Partnership Fee period without providing reasonable notice. b. <u>Access and eligibility.</u> Benefits are available only to the Business Partner and its approved personnel users who are onboarded in accordance with the Agreement and any access procedures, including profile setup and user provisioning. c. <u>Compliance with policies.</u> The Business Partner will ensure all users comply with applicable usage policies, training rules, certification standards (if applicable), brand guidelines, and confidentiality requirements under the Agreement. d. <u>No guarantee of outcomes.</u> Benefits are enablement and support resources and do not guarantee any minimum revenue, margin, client wins, pipeline, or commercial results.
7.3	<p><u>Partner Enablement and Access.</u></p>

- a. Service Provider will make the following enablement and access benefits available to the Business Partner, subject to clause 7.1 above:
- i. Margin access by tier. Access to applicable partner margins/discounts/revenue share as determined by the Business Partner's tier, in each case in accordance with the commercial terms set out in the Agreement and/or the applicable Order Form, pricing schedule, or partner program documentation.
 - ii. Business Partner Portal. Access to the Business Partner Portal (or successor portal) for program participation, enablement resources, and partner operations.
 - iii. Knowledge Base. Access to the online Knowledge Base (or successor repository) containing operational guidance, product information, and support materials.
 - iv. Enablement consultant. Access to a Business Partner Enablement Consultant for enablement guidance and go-to-market readiness support, as reasonably determined by Service Provider.
 - v. Partner desk advisor. Access to a Partner Desk Advisor responsible for partner profile administration, user access management, and account setup support.
 - vi. Documentation and sandbox environments. Access to documentation and sandbox/demo/testing environments (as applicable), including technical manuals, demo systems, and training/testing environments, subject to platform availability and acceptable use rules.
 - vii. Beta releases (if applicable). Access to beta product releases where offered, subject to beta terms, limitations, and participation criteria communicated by Service Provider. Beta features may be experimental, may change, and may be withdrawn at any time.

7.4 Training and Development.

- a. Service Provider will make the following training and development benefits available to the Business Partner, subject to clause 7.1 above:
- i. Unlimited training access. Unlimited access for the Business Partner's sales and consulting team members to Deel Local Payroll/PaySpace training offerings, including (as available): virtual training, e-learning, internal "Super Hero" sessions, and "Lunch & Learn" sessions. Such training access is subject at all times to the Service Provider's availability and capacity. Service Provider may limit the number of attendees per session, require advance booking and minimum notice, and apply reasonable scheduling, registration and attendance rules.
 - ii. Training booked by partner customers. Where partner customers book training offered by Service Provider, the Business Partner may be eligible for a partner margin in respect of such training in accordance with the applicable pricing and commercial terms set out in the Agreement or communicated in writing by Service Provider.
 - iii. Self-paced content. Access to online training videos and self-paced learning content made available through the applicable platform(s).
 - iv. Annual business partner assessments. Participation in annual Business Partner assessments intended to evaluate knowledge and performance consistency. The Business Partner will cooperate with reasonable assessment requirements, including timely participation by designated personnel.

7.5 Marketing and Brand Collaboration.

- b. Service Provider will make the following marketing and brand collaboration benefits available to the Business Partner, subject to clause 7.1 and compliance with brand guidelines:
- i. Brand and logo use. Use of service provider logos and related marketing collateral solely in accordance with the brand guidelines and marketing rules provided by Service Provider from time to time and the trademark/license provisions of the Agreement.
 - ii. Events, webinars, and promotions. Opportunity for contributions to events, webinars, and promotional activities as may be agreed between the parties in writing from time to time (including scope, approvals, and any cost allocation).
 - iii. Inclusion in partner marketing initiatives. Potential inclusion in partner marketing initiatives and co-branding opportunities, subject to availability, eligibility criteria, and Service Provider's reasonable discretion.

7.6 Business Development.

- a. Service Provider will make the following business development and strategic support benefits available to the Business Partner, subject to clause 7.1:
- i. Business Partner Account Executive. Assignment of a dedicated Business Partner Account Executive (or functional equivalent) to provide pricing assistance and non-support account relationship management and business development support.

7.7 Product and Technical Engagement.

- a. Service Provider will make the following product, and technical engagement benefits available to the Business Partner, subject to clause 7.1:
- i. Technical support and escalation. Access to technical support and escalation management channels in accordance with the support model described in the Agreement and/or support policies communicated by Service Provider.
 - ii. Monthly product meetings. Invitation to monthly product meetings (or equivalent forums) covering feature updates, roadmap insights, and feedback opportunities.
 - iii. User group meetings and roadmap previews. Invitation to user group meetings with access to product roadmap information and innovation previews, subject to confidentiality and any access restrictions.
 - iv. Beta programs (where applicable). Opportunity to participate in beta product programs where available, subject to beta participation terms and eligibility.

7.8 Community and Collaboration.

- a. Service Provider will make the following community, and collaboration benefits available to the Business Partner, subject to clause 7.1:
- i. Community events. Participation in user group meetings and partner community events, as scheduled by Service Provider.
 - ii. Partner network access. Access to the Service Provider's partner network (or successor network) for collaboration and best-practice sharing, subject to community rules and confidentiality obligations.
 - iii. Joint initiatives. Opportunities for joint involvement in webinars, regional partner initiatives, and knowledge-sharing sessions, subject to availability and any agreed scope.

7.9 Exclusions.

- a. Unless expressly stated in the Partner Benefits Schedule, the Program does not include:
- i. Professional services (implementation, customisation, data migration), on-site consulting, bespoke integrations, or third-party tools/licenses.
 - ii. Any rebates, referral fees, or reseller margins (governed by the Operational Terms and relevant schedules).
 - iii. Credits, SLAs, or service guarantees specific to end-customer services.
 - iv. Any costs or taxes associated with international or in-country advisors or legal opinions.
 - v. Seminars and workshops hosted by external speakers. For clarity, any seminars or webinars hosted by the Service Provider where the presenter/"host" is an external speaker (i.e., not the Service Provider's personnel).

7.10 Interpretation.

- a. Order of precedence. If there is any conflict between this Schedule and the main body of the Agreement, the main body of the Agreement will control unless the Agreement expressly states that this Schedule controls for the relevant subject matter.
- b. No exclusivity. Nothing in this Schedule grants the Business Partner exclusivity or restricts Service Provider from engaging other partners, resellers, or service providers.
- c. Definitions. Capitalized terms, if any, not defined in this Schedule have the meanings given in the Agreement.