

TERMS AND CONDITIONS OF THE AFFILIATE PROGRAMME AGREEMENT

Last updated: date 04/06/2024

1.- Identification of the operator

The entity you are hiring with is SESAME HR LABS, S.L (hereinafter SESAME HR). with registered office at Calle de la Travesia, s/n, Base nº1, 46024 Valencia (Spain) CIF B98719818 and registered in the Mercantile Register of Valencia Volume: 9938, Book 7220, Folio 87, Page V.164478, 1st Inscription. SESAME HR offers a people management service (hereinafter, the "Service") through its website <https://www.sesamehr.com>

We update these terms periodically. If we update or replace the terms, we will notify you electronically, which may include an in-app notification or by email. If you do not agree to the update or change, you may opt out as set forth in these terms.

2.- Purpose

The purpose of this Agreement is to regulate the conditions under which a natural or legal person (hereinafter referred to as the Affiliate) will promote the SESAME HR software subscription plans in force on the Website, using its unique affiliate link and through the promotional resources created by SESAME HR and provided to the Affiliate through the affiliate platform in exchange for a certain commission.

AFFILIATE REGISTRATION AND ACCEPTANCE PROCESS

The affiliate registration process involves the acceptance of these terms by completing the application form to become a self-managed affiliate, at which time you will receive, where appropriate, a request for additional documentation to complete the registration process, confirmation of entry into the SESAME HR affiliate program. Once registered and accepted, the Affiliate will have to connect their Paypal account in order to access all Affiliate functionalities. SESAME HR reserves the right to unilaterally terminate, without cause, any Affiliate agreement, and therefore their Affiliate status.

If you are accepted to participate in the Affiliate Program, following notification of acceptance, the terms and conditions of this Agreement shall apply with full effect, until terminated, in accordance with the terms set out below. Joining the SESAME HR HR Affiliate Program implies prior acceptance of these terms and conditions by submitting a duly completed Affiliate application through the First Promoter platform.

3.- Non-Exclusivity.

This Agreement does not create an exclusive agreement between the Parties. Both Affiliate and SESAME HR HR have the right to recommend similar third party products and services

and to work with others in connection with the design, sale, installation, implementation and use of similar third party products and services.

4.- Rights and obligations of the Affiliate

4.1 The Affiliate has the following rights

(i) The right to collect the relevant commissions provided that the specific requirements for doing so are met under these terms and conditions.

(ii) To use the brand assets, unmodified, shared by SESAME HR necessary to carry out the promotional actions. Place in the channels and media it deems appropriate.

4.2 The Affiliate undertakes the following obligations

(i) The Affiliate declares that all information provided to SESAME HR is true and correct and that, in the event of any changes, he/she will update it and inform SESAME HR of such changes.

(ii) The Affiliate shall duly store and safeguard its access data to the Affiliate area and shall be solely responsible for its use by third parties. The Affiliate shall immediately request SESAME HR to change his or her login details if he or she suspects that they may have been stolen or used by a third party without his or her consent. In this respect, the Affiliate shall hold SESAME HR harmless from any liability whatsoever for any damage caused to him/her by such misuse.

iii) The Affiliate warrants that the content on its Website(s) either belongs to him/her or that the owner of the content has given permission to publish it on his/her Website(s). The Affiliate also warrants that the information and content on their Website(s) do not infringe any third party rights, including third party intellectual property rights, and that the information and content on their Website(s) are not, and will not during the term of this Agreement be, offensive, prohibited or objectionable in any way.

(iv) The Affiliate is responsible for their Website(s) and their content and must comply with all applicable laws and regulations, including privacy and data protection regulations. In this regard, the Affiliate declares that their Website(s) contain all legal texts required by applicable law, and that the content of such texts complies with all applicable laws and regulations.

(v) The Affiliate shall only use the designs and materials that are available in the affiliate area from time to time, and may not modify or alter the design, colour or size of the same. Accordingly, he/she shall use the material that is available in the Affiliate's Area from time to time.

(vi) If the Affiliate acts in any way that is deemed fraudulent or illegal or fails to comply with applicable policies, SESAME HR may, in addition to terminating this Agreement and availing itself of any other remedies available to SESAME HR under this Agreement and applicable

law, cancel and/or withhold any commission credits generated, including commissions earned but not yet paid, and reserves the right to claim any damages incurred.

(vii) The Affiliate shall be solely responsible for the development, operation and maintenance of their web pages and all materials appearing thereon.

(viii) The Affiliate may only create accounts in their own name and in their own interest. Therefore, the Affiliate is prohibited from transferring existing accounts to a third party without the express written consent of SESAME HR.

(ix) The Affiliate undertakes to maintain a constant promotional activity in order to regularly refer new clients to SESAME HR. In this regard, it shall publish uninterrupted and prominently on its website, blogs, and social networks.

(xi) The Affiliate may not use the brand or any promotional material of SESAME HR's suppliers and clients without written authorisation from SESAME HR.

(xii) The Affiliate represents and warrants that, at the date of signing this Agreement and throughout the term of this Agreement, he/she is up to date with his/her tax and social security obligations in accordance with applicable law.

(xiii) By accepting these terms, the Affiliate guarantees to SESAME HR that he/she is duly registered and up to date with his/her tax obligations with the Spanish State Tax Administration Agency (AEAT) and with his/her social security obligations with the Spanish General Treasury of Social Security (TGSS), *this obligation will only be applicable to Affiliates subject to Spanish regulations.*

The Affiliate undertakes to provide SESAME HR with documentary evidence that he/she is duly registered and up to date with his/her tax and social security obligations, this obligation will only be applicable to Affiliates subject to Spanish regulations.

The required documentation will include, among others, certificates of census status and being up to date with payments issued by the AEAT, as well as certificates of being up to date with the payment of Social Security contributions issued by the TGSS, *this obligation will only be applicable to Affiliates subject to Spanish regulations.*

The Affiliate agrees to provide such documentation within a maximum period of 10 working days from the date of the request made by SESAME HR. Failure by the Affiliate to comply with this obligation shall entitle SESAME HR to take any action it deems appropriate, including withholding payment of outstanding and future commissions and therefore non-payment, as well as termination of this affiliation agreement, *this obligation shall only be applicable to Affiliates subject to Spanish law.*

5. Rights and Obligations of SESAME HR

5.1 SESAME HR shall have the following rights:

(i) SESAME HR may suspend or cancel the Affiliate's account at any time and withhold the commissions earned if the Affiliate's account shows signs of manipulating the commission system or any other indication that suggests fraudulent or negligent behaviour in the use or management of their account.

(ii) SESAME HR may suspend or cancel the Affiliate's account at any time and withhold both earned and future commissions in the event of a contractual breach by the Affiliate, including, but not limited to, failure to provide the required supporting documentation stipulated in clause 4.2 (xiii).

(iii) Notwithstanding the above, SESAME HR may terminate the agreement without cause at any time during the term of the agreement, provided that the Affiliate is given 30 calendar days' notice prior to the effective date of termination.

5.2 SESAME HR shall assume the following obligations:

(i) SESAME HR will activate the Affiliate's account and provide access once the form is completed and these terms have been accepted.

(ii) SESAME HR will grant the Affiliate access to and allow the download of the available promotional material.

(iii) SESAME HR will pay the Affiliate the commission under the terms established in section 5 of these terms.

5. Commissions

5.1 Calculation of Commissions

SESAME HR will pay the Affiliate a variable amount based on the revenue obtained from Clients referred from the Affiliate's website to SESAME HR. A referred client is defined as anyone who contracts SESAME HR's services, including its subsidiaries, and has made a payment.

The commission will be calculated based on the revenue generated and received by SESAME HR in the previous calendar month, with percentages applied according to the Affiliate level assigned by SESAME HR, as per the following criteria:

- Level 1 - 10% monthly commission for all new Affiliates.
- Level 2 - 15% monthly commission once revenue generated exceeds €200.
- Level 3 - 20% monthly commission once revenue generated exceeds €350.

5.2 Payment and invoicing form and requirements

The form of payment and invoicing shall be subject to the following conditions:

In order to receive payment under this Agreement, you must have: (i) accepted the terms of this Agreement (via the Affiliate platform: First Promoter); (ii) completed all the necessary steps to create your account on the Affiliate Tool in accordance with our instructions, (iii) have a bank account that has been duly reported on the platform (V) accumulated a minimum of 100 Euros (or equivalent in another currency) generated by commissions (iv) you have provided the documents indicated in clause 4.2 (XIII), if requested to do so by SESAME HR.

(i) Commissions will be paid the month after SESAME HR collects payment from the referred client party. The final attendee data will be available on the affiliate's dashboard.

(ii) All other commission amounts below €100 will be accrued for the following month and will only be paid when the accrued amount exceeds €100.

(iii) Fees generated will be retained and SESAME HR reserves the right not to pay them and therefore will not be charged in the event, inter alia, of the provisions of clause 4.2 (xiii).

(iv) Payments will be made in the currency of the Affiliate's level.

(v) The Affiliate shall be responsible for the payment of all taxes, fees, insurance and similar charges arising from payments made to it by SESAME HR, including transfer costs which shall be borne entirely by the Affiliate.

(vi) The Affiliate shall have access in the affiliate dashboard to all information about the opportunities generated through their affiliate link, the status of the opportunities and the commissions generated through these opportunities.

6. Duration of the agreement

This Agreement shall come into effect upon acceptance of these terms and conditions and completion of account creation. It will have a duration of one year, automatically renewable for equal periods, provided that neither party gives formal notice of its intent to terminate the agreement at least 30 calendar days before the effective termination date.

Notwithstanding the above, SESAME HR reserves the right to terminate this agreement at any time and without prior notice to the Affiliate in the event of any breach by the Affiliate of the obligations stipulated in this agreement, regardless of the provisions of the following clause concerning termination.

7. Contract Termination

This Agreement may be terminated at any time in the following cases:

(i) By mutual agreement of the parties;

(ii) SESAME HR may terminate the Agreement without just cause at any time during the term of the Agreement provided that notice of termination is given 30 calendar days prior to the effective date of termination.

(iii) at the request of SESAME HR, without prior notice to the Partner, if more than SIX (6) months have elapsed without the Partner referring a new client;

(iv) at the request of SESAME HR, without prior request to the Affiliate, if it is determined that the Affiliate's Websites or any other social network include, in its opinion, inappropriate or inadequate content or content that may violate or transgress any type of personal or material right recognised by current legislation. Likewise, those that are aimed at children and/or minors, those that incorporate pornography or other illegal sexual acts, those that promote violence, racial, sexual or religious discrimination, xenophobia, discriminate against or ridicule physical disability, sexual orientation or age and those that, in general, promote illegal activities or that violate the rights of a third party, either individually or collectively.

(v) at the request of SESAME HR, without prior request to the Affiliate, if it is determined that the Affiliate is acting, or has acted, in a manner that has or is likely to reflect adversely on or affect us, our prospects or our clients.

(vi) at the request of SESAME HR in the event that the Affiliate does not provide documentary evidence, within the established period of 10 calendar days and upon request by SESAME HR, that it is duly registered with the Spanish State Agency of Tax Administration (AEAT) and the Spanish General Treasury of Social Security (TGSS), as well as current in the fulfilment of all tax and Social Security obligations. Failure to comply with this obligation on the part of the Affiliate will entitle SESAME HR to terminate the agreement immediately and without any liability to the Affiliate.

8.- Liability and exclusion of guarantees

The Affiliate shall be liable for the following liabilities:

(i) The Affiliate shall be solely responsible for ensuring that their Websites comply with current legislation and regulations and, in particular, all legislation and regulations protecting rights such as those relating to consumer rights, privacy and self-image or the processing of personal data.

(ii) The Affiliate shall be solely responsible for the development and maintenance of their Website(s), social media or any other media and all content thereon

(ii) The Affiliate declares and guarantees that it complies with all tax and Social Security obligations required by the competent authorities and shall be solely responsible for such compliance. In particular, the Affiliate undertakes to be up to date with their tax obligations with the Spanish State Agency for Tax Administration (AEAT) and their Social Security obligations with the Spanish General Treasury of the Social Security (TGSS). The Affiliate agrees to hold SESAME HR harmless against any claims, penalties, fines, surcharges or

any other type of liability that may arise from the Affiliate's failure to comply with its tax or Social Security obligations.

Except in cases of wilful misconduct or negligence, the total financial liability of SESAME HR, whether in contract, non-contract or otherwise, shall be limited to the total amount paid in commissions for clients referred under the coverage of this Agreement.

The Affiliate agrees to hold SESAME HR harmless from any claims, penalties, damages, liabilities and/or expenses in connection with any breach of these Terms and Conditions and, in general, of the law applicable to this Agreement.

9.- Relationship of the parties

Nothing in this Agreement shall create or be construed to create an employment relationship, as employer and employee, between SESAME HR and the Affiliate.

10.- Protection of personal data

10.1 Data protection

The personal data of the natural persons who intervene in the signing and execution of the contract in their own name and on their own behalf or on behalf of the legal person they represent, as well as all data collected during the execution of the agreement, will be processed under the responsibility of the other party. The purposes of the processing of these personal data may not be other than the conclusion and control of the agreement, the development and maintenance of relations between the parties and the fulfilment of their respective legal obligations. The data will be kept by the parties for as long as the agreement is in force and, additionally, during the periods of limitation of possible liability claims to which each party may be subject; or, where appropriate, for the minimum time necessary to comply with their legal obligations.

The processing of the identification data of the signatories is legally protected under Articles 6.1.b) and c) of Regulation (EU) 2016/679, given that it is necessary for the signing and execution of the contract and for the fulfilment of legal obligations. Likewise, each party has a legitimate interest in the processing of the professional location data of the other parties, in accordance with article 19 of Spanish Organic Law 3/2018.

The holders of this data may exercise their rights of access, rectification, deletion, limitation of processing, opposition, portability and the right not to be subject to individualised decisions, including profiling, by sending a communication to the person responsible for each party. The natural person signing on behalf of the affiliate may exercise his/her rights against SESAME HR HR S.L. by sending an e-mail to legal@semetime.com.

The natural person signing on behalf of SESAME HR HR may exercise his/her rights against the affiliate by sending an e-mail to the address indicated in the communication form.

The Spanish Data Protection Agency is the supervisory authority in this matter and to whom those affected may complain if they consider that the processing is unlawful or that their rights over their personal data have not been respected.

In addition, the Affiliate guarantees compliance with current data protection legislation. In particular, the Affiliate guarantees that their Websites are correctly adapted to these regulations.

11.- Intellectual property rights

SESAME HR shall keep its position as the owner of all intellectual and industrial property rights related to all components of the Services, including the SAAS, and any other developments, improvements, updates or works derived from this Agreement. Intellectual and industrial property rights shall cover all data, source and object code, scripts, designs, concepts, applications, texts, images, any related documentation, copies, modifications and documents or documentation derived from the foregoing (in whole or in part) and all related copyrights, patents, trademarks, trade secrets and other proprietary rights, are and shall remain the exclusive property of SESAME HR and/or its licensees.

No rights or licenses are acquired by the Affiliate under this Agreement except for the right to install any resources provided by SESAME HR on the Linked Sites, subject to the terms of this Agreement.

12.- Transfer of rights and obligations

The Affiliate may not transfer their position under this Agreement without the prior written consent of SESAME HR. However, SESAME HR may assign all or part of its rights and obligations under this Agreement by giving written notice to the Affiliate.

13.- Confidentiality

Confidential Information means any material or information disclosed orally or in writing labelled or marked as confidential or which by its nature would reasonably be understood to be confidential which has been delivered or provided by either Party to the other in connection with these Terms and Conditions, including information relating to the Parties' computer systems and systems architecture of the Parties' planned or existing systems, including hardware, software, SAAS itself, Documentation, Database, processing methods and operating methods.

All information exchanged between the Parties in any format or medium shall be treated with absolute confidentiality by the receiving Party, which undertakes not to disseminate, deliver or transfer them in any way or make use of them for purposes other than those agreed in this Agreement, with the exception of those requirements that are issued by a judicial or

administrative authority with the corresponding legal coverage. This commitment shall remain unalterable after the termination of the Agreement.

The Parties undertake not to use, disclose, copy, publish, use, exploit, disseminate or distribute the Confidential Information of the other Party, or allow the Confidential Information received to be exploited or distributed by third parties, without the prior written consent of the disclosing Party, except to the extent necessary to perform its obligations or exercise its rights under the contract. The Parties undertake to treat the Confidential Information with the same degree of care as they use to protect their own Confidential Information, and in no case with less than a reasonable degree of care. The obligation of confidentiality shall remain in force indefinitely and extends equally to the Parties' employees and representatives, as well as to any outside advisors that either Party has engaged in connection with this agreement.

14.- Invalidity

If any section of this Agreement is declared null and void or ineffective, the rest of the Agreement shall remain unalterable in the agreed terms. With respect to the affected condition, it shall be deemed not to have been made and shall be rewritten in the terms that most closely approximate the original intention.

15.- Communications

Communications between the parties shall be made in writing by email or by any other means that provides evidence of the receipt and content of the communication.

For the purposes of notifications by SESAME HR, the notification to the email address provided by the Affiliate at the time of registration on the platform as an Affiliate shall be deemed to have been made and completed.

16.- Applicable law and competent jurisdiction

This Agreement is governed by Spanish law. The Parties expressly submit to the jurisdiction of the Courts and Tribunals of the city of Valencia.