

Affiliate Programme

TERMS AND CONDITIONS

English

Version: June 2026

AFFILIATE PROGRAMME TERMS AND CONDITIONS — ENGLISH

Last updated: June 2026

Scope of Application: The present Terms and Conditions apply exclusively to Affiliates who (i) have not entered into an individual written agreement with SESAME HR, or (ii) have signed the Simplified Affiliate Agreement. Where an individual signed agreement exists between the parties, its provisions shall prevail over those set out herein. The entity or individual accepting these Terms and Conditions is hereinafter referred to as “THE AFFILIATE”.

1. Contracting Entity

The entity you are contracting with will be:

When contracting from Mexico: HROSESAMEX SA de CV. — Calle Sócrates 141, Piso 2, Polanco II Sección, Miguel Hidalgo, Ciudad de México, Mexico. RFC: HRO2305265Y7

When contracting from the rest of the world: SESAME LABS, S.L. — Calle de la Travesía, s/n, Base n.º 1, 46024 Valencia (Spain). Tax ID: B98719818. Registered in the Commercial Register of Valencia, Volume: 9938, Book 7220, Page 87, Sheet V.164478, Entry 1.

When contracting from Brazil: SESAME BRASIL GESTÃO INTELIGENTE DIGITAL LTDA — Av. Ibirapuera, n.º 2120, Conj. 134, Indianópolis, São Paulo, Brazil. CEP: 04028-001. CNPJ: 57.751.941/0001-84.

The address for claims purposes shall correspond to the registered address of SESAME HR in the country of contracting.

2. Purpose

This document governs the Terms and Conditions of the Affiliate Programme (hereinafter, “the Programme”) operated by the contracting entity identified in Section 1 (hereinafter, “SESAME HR”). By joining the Programme, you fully accept these Terms and Conditions.

As THE AFFILIATE, you undertake exclusively to identify, recommend, and refer potential clients interested in SESAME HR’s services through your exclusive affiliate link and the materials provided by SESAME HR.

3. Non-Exclusivity

The programme does not establish any exclusivity arrangement between the parties. Both THE AFFILIATE and SESAME HR may promote, recommend, or collaborate with third parties in the dissemination, marketing, or use of similar services without any mutual restriction.

4. Rights of THE AFFILIATE

- I. To receive accrued commissions, provided that the requirements set out in these Terms are met.
- II. To use, without modification, the brand materials and assets provided by SESAME HR for promotional activities.

- III. To access the affiliate dashboard to view generated opportunities, their status, and accrued commissions.
- IV. To receive at least 30 calendar days' prior notice of any amendment to these Terms.

5. Obligations of THE AFFILIATE

- I. To keep all information provided to SESAME HR accurate and up to date, communicating any changes immediately.
- II. To safeguard their access credentials to the Affiliate area and be solely responsible for any misuse by third parties.
- III. To ensure that the content on their channels belongs to them or that they have authorisation to publish it, and that it does not infringe third-party rights or constitute offensive or prohibited material.
- IV. To use exclusively the materials available in the affiliate area, without altering their design, colour, or size.
- V. To refrain from spam, misleading advertising, unfair SEO practices, or search engine bidding (SEM/PPC) on SESAME HR's brand terms without prior written authorisation.
- VI. To comply with applicable legislation on electronic communications (ePrivacy Directive 2002/58/EC) and data protection (GDPR – EU Regulation 2016/679), including obtaining the applicable legal basis and implementing appropriate technical and organisational measures.
- VII. To manage and fulfil their own tax and social security obligations before the competent authorities in their country of establishment or tax domicile.
- VIII. Not to use the brand or materials of SESAME HR's clients or suppliers without prior written authorisation.
- IX. Not to transfer their account to third parties without SESAME HR's express written consent.
- X. To create accounts solely in their own name and on their own behalf.
- XI. Not to engage in any conduct that could harm SESAME HR's image, reputation, or positioning.

6. Rights and Obligations of SESAME HR

Rights of SESAME HR

- I. To unilaterally amend these Terms, commission percentages, and the programme's operational conditions with a minimum of 30 calendar days' prior notice. Failure to express written objection within that period shall constitute tacit acceptance of the changes.
- II. To suspend or cancel THE AFFILIATE's account and withhold commissions in cases of: (a) material breach of contract, following prior notification and a reasonable period to remedy the breach; or (b) established fraud, with immediate effect and without the need for prior notification.
- III. To audit THE AFFILIATE's promotional activities with reasonable prior notice, up to once per year, or at any time where there are well-founded discrepancies.
- IV. To reject or void commissions generated through fraudulent techniques, cookie manipulation, artificial traffic, or practices contrary to lawful digital marketing.
- V. To request the tax documentation necessary for the proper management of payments.

Obligations of SESAME HR

- I. To make available to THE AFFILIATE the materials and tools necessary for promotional activities.
- II. To keep the affiliate platform and the opportunity and commission tracking dashboard operational.
- III. To pay accrued commissions within the timelines set out in these Terms.

7. Commissions

Calculation and Model

SESAME HR shall pay THE AFFILIATE a variable commission based on the revenue generated and received by SESAME HR from clients referred through THE AFFILIATE's exclusive link. A referred client means any company, including its subsidiaries, that contracts SESAME HR's services and has made the corresponding payment. The commission shall be calculated on the revenue of the preceding calendar quarter.

The applicable commission model shall be that individually agreed upon when subscribing to the programme, payable on a recurring basis for each month of the first 12 months of the referred client's contract, provided the client remains active throughout that period.

Payment Procedure and Timelines

Accrued commissions are settled quarterly, by calendar quarter (January–March, April–June, July–September, and October–December). The procedure is as follows:

- At the end of each calendar quarter, SESAME HR communicates to THE AFFILIATE the total amount of commissions accrued during that period.
- THE AFFILIATE issues the corresponding invoice for the amount notified by SESAME HR.
- SESAME HR pays the invoice within a maximum of 30 calendar days from the date of receipt.

For payment to be effective, THE AFFILIATE must: (i) have the agreement in force; (ii) have completed registration in the affiliate tool; (iii) have a bank account registered on the platform; and (iv) be current with their tax obligations and have provided the required documentation. Commissions may be withheld or not paid in the event of contractual breach or fraudulent practices. All transfer charges and taxes arising from payment shall be borne by THE AFFILIATE.

Commissions after Termination of the Agreement

Upon termination of the contractual relationship, THE AFFILIATE shall retain exclusively the right to receive commissions accrued from clients referred prior to the termination date, and only for the maximum commission period applicable to each referred client.

Client Attribution Process

For a client to be correctly attributed to THE AFFILIATE and give rise to entitlement to commission, the client must be communicated and registered through the Affiliate programme. Attributions made through informal channels (such as email or WhatsApp) will not be accepted, in order to ensure traceability of origin. Furthermore, for a registration to be valid and eligible for processing, THE AFFILIATE must provide the following minimum data: company name, contact name, corporate email address, contact telephone number, number of employees, and an explicitly identified need.

Final attribution and entitlement to commission shall be subject to the contract being successfully formalised and the corresponding payment being received and validated by SESAME HR.

Exclusion Period and SESAME HR's Direct Clients

For a referral to generate a commission, the referred client must not have had any prior contact with SESAME HR in the 90 calendar days preceding the referral. Prior contact means: registration on the platform, a demo request, exchange of commercial communications, submission of proposals, or any documented interaction. The burden of proof of prior contact lies with SESAME HR.

8. Term of the Agreement

This agreement shall enter into force on the date of acceptance and shall have an initial term of one (1) year, automatically renewed for successive annual periods unless either party gives written notice to the contrary at least 30 days before the expiry date.

Either party may unilaterally terminate the agreement without cause at any time, with a minimum notice period of 3 months given in writing.

9. Termination of the Agreement

Grounds for Termination

- I. By mutual agreement between the parties.
- II. At SESAME HR's request, if more than 6 months pass without THE AFFILIATE referring a new client.
- III. For material breach or fraud by either party, with immediate effect and without the need for prior notice.
- IV. By unilateral termination by either party, with a minimum of 3 calendar months' written notice.

Effects of Termination

- I. Automatic and permanent cancellation of THE AFFILIATE's account as of the effective date of termination.
- II. Payment of any outstanding commissions due in accordance with these Terms.
- III. Loss of entitlement to receive future commissions.
- IV. Obligation to return all promotional materials and cease the use of SESAME HR's brand and intellectual property rights.
- V. Obligation to immediately return or destroy any confidential information and to refrain from disclosing it to third parties indefinitely.

10. Liability and Disclaimer of Warranties

- I. THE AFFILIATE shall be solely responsible for ensuring that their channels comply with applicable legislation, particularly with regard to consumer protection, privacy, and personal data.
- II. THE AFFILIATE shall be liable for damages arising from acts committed with intent, bad faith, or misuse of SESAME HR's materials and brand.
- III. SESAME HR does not guarantee a minimum level of traffic, sales, or revenue as a result of these Terms.
- IV. SESAME HR shall not be liable for technical interruptions beyond its control or arising from force majeure.

- V. SESAME HR's total maximum liability to THE AFFILIATE shall be limited to the total amount of commissions actually paid in the 6 calendar months prior to the event giving rise to liability.
- VI. Under no circumstances shall SESAME HR be liable for indirect damages, loss of profit, loss of business opportunity, or reputational damage.

11. Relationship Between the Parties

Nothing in these Terms shall imply the creation of an employment relationship, partnership, exclusive commercial agency, or representation between SESAME HR and THE AFFILIATE. THE AFFILIATE acts at all times as an independent contractor.

The Parties expressly acknowledge that this Programme constitutes an affiliate and commercial referral system based on the generation of referrals, and not a commercial agency, distribution, representation, or contractual intermediation relationship. THE AFFILIATE's activity is limited to the general promotion and referral of potential clients, with the negotiation, contracting, invoicing, and management of the commercial relationship with clients being the exclusive responsibility of SESAME HR.

12. Personal Data Protection

Personal data processed in the context of the Programme shall be managed in accordance with the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and applicable local legislation in THE AFFILIATE's country of residence. The purposes of processing are limited to the conclusion, monitoring, and performance of the Programme.

Data shall be retained for as long as the agreement remains in force and during the applicable limitation periods for potential claims. THE AFFILIATE may exercise their rights of access, rectification, erasure, restriction, objection, portability, and the right not to be subject to solely automated decision-making (including profiling), by writing to: legal@sesametime.com.

13. Intellectual Property

SESAME HR is and shall remain the owner of all intellectual and industrial property rights over its services, the SaaS software, brand, designs, source code, documentation, and any derivative works. Under the Programme, THE AFFILIATE acquires only the right to use the resources and materials provided by SESAME HR under the expressly authorised terms. Any unauthorised use is expressly prohibited.

14. Assignment of Rights and Obligations

THE AFFILIATE may not assign their contractual position or the rights arising from this Programme without SESAME HR's prior written consent. SESAME HR may assign its rights and obligations in whole or in part upon giving THE AFFILIATE reasonable prior written notice.

15. Confidentiality

All information exchanged between the parties, whether oral or written, identified as confidential or which by its nature should be understood as such — including computer systems, architecture, software, SaaS, databases, operational methods, and any other technical or commercial information — shall be treated with absolute confidentiality.

The parties undertake not to disclose, transfer, or use the other party's confidential information for purposes other than those of the Programme, except as required by applicable law, court order, or

administrative authority. This obligation shall survive for the duration of the agreement and for an additional period of 3 years following its termination.

16. Severability

If any clause of these Terms is declared null or unenforceable by a final judicial or administrative decision, the remainder of the agreement shall remain unchanged. The affected clause shall be deemed unwritten and shall be replaced by the valid provision that most closely approximates the original intent of the parties.

17. Communications

Communications between the parties shall be made in writing, by email or any other means that evidences receipt of and the content of the communication. Notifications from SESAME HR to THE AFFILIATE shall be deemed delivered 24 hours after being sent to the email address provided by THE AFFILIATE. Any change in contact details must be communicated immediately. To contact SESAME HR: legal@sesametime.com.

18. Amendments

SESAME HR may unilaterally amend these Terms, commission percentages, and other operational conditions of the Programme, providing THE AFFILIATE with a minimum of 30 calendar days' prior notice. If THE AFFILIATE does not express their objection in writing within that period, they shall be deemed to have accepted the changes. In the event of objection, either party may terminate the agreement without penalty.

19. Force Majeure

Neither party shall be liable for the non-performance of its obligations where such non-performance is due to force majeure or acts of God — such as natural disasters, wars, pandemics, governmental acts, or widespread telecommunications infrastructure failures — provided that the affected party notifies the other immediately and takes all reasonable measures to minimise the effects.

20. Governing Law and Jurisdiction

These Terms are governed by Spanish law and, supplementarily, by applicable international rules. For any dispute arising from their interpretation or performance, the parties expressly submit to the jurisdiction of the Courts and Tribunals of Valencia (Spain), waiving any other jurisdiction that may apply to them.