



PLEXPAY PAYMENT PROVIDER L.L.C Partner Agreement

Version 4.0

BETWEEN:

PLEXPAY PAYMENT PROVIDER L.L.C, having its registered office at Dubai, UAE and its affiliates (collectively referred to as " PLEXPAY ")

AND,

....., a company having its registered office at.....

(Here in after referred to as "CHANNEL PARTNER"

PLEXPAY PAYMENT PROVIDER L.L.C and CHANNEL PARTNER are individually referred to as a "Party" and collectively referred to as "the Parties".

1 Purpose

The purpose of this agreement is to set forth the conditions under which PLEXPAY PAYMENT PROVIDER L.L.C provides services to CHANNEL PARTNER, access to the PLEXPAY PAYMENT PROVIDER L.L.C software, and under which CHANNEL PARTNER complies with the obligation set out thereafter.

PLEXPAY PAYMENT PROVIDER L.L.C hereby appoints CHANNEL PARTNER, and CHANNEL PARTNER hereby accepts the appointment, to be a non-exclusive partner promoting and selling "PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition" to customers.

CHANNEL PARTNER commit to doing its best effort to sell PLEXPAY PAYMENT PROVIDER L.L.C Professional contracts to its client. To support that, CHANNEL PARTNER will market in priority the "PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition" version to prospects and customers.

2 Term of the Agreement

This Agreement (the "term") shall be for year 2024. It is automatically renewed for an equal Term unless either provides written notice of termination minimum 30 days before the end of the Term to the other party.

3 Access to PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition

3.1 Project platform access

To help CHANNEL PARTNER promote PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition, PLEXPAY PAYMENT PROVIDER L.L.C grants CHANNEL PARTNER access to its product repository for all " PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition " Apps, under the terms set forth in 10 Appendix A: PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition License and the conditions restricted under this Agreement.

3.2 Restrictions

CHANNEL PARTNER commits to not offer services on PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition to customers who are not covered by an PLEXPAY PAYMENT PROVIDER L.L.C Professional subscription, even during the implementation phase.

4 Partnership Services

4.1 Partnership levels

The PLEXPAY PAYMENT PROVIDER L.L.C partner consist of two type of partnership and three levels "Ready Partners" is for companies who want everything necessary to start implementing PLEXPAY PAYMENT PROVIDER L.L.C, without visibility as an official partner until they get the required experiences; "Official partners" is for companies who want the visibility as Silver, and Gold, according to their experience with PLEXPAY PAYMENT PROVIDER L.L.C.

Partnership level granted to CHANNEL PARTNER depends on the annual new PLEXPAY PAYMENT PROVIDER L.L.C Professional revenue generated and paid for PLEXPAY PAYMENT PROVIDER L.L.C (in terms of PLEXPAY PAYMENT PROVIDER L.L.C Professional Users sold), the number of qualified resources and the customer Retention Rate. Renewals of existing contracts do not count towards the number of Users Sold, but CHANNEL PARTNER still gets a commission on these contracts as stated in section 4.2 Benefits.

The table below summarizes the requirements that have to be met for each partnership level.

	Ready Partner	Official Silver	Official Gold
Annual New PLEXPAY PAYMENT PROVIDER L.L.C Professional Users Sold	0	60	120
Number of qualified Implementers	1	2	4
Minimum Retention Rate	n/a	80%	90%

The Retention Rate is defined as the ratio between the number of PLEXPAY PAYMENT PROVIDER L.L.C Professional contracts that are currently active, and the number of PLEXPAY PAYMENT PROVIDER L.L.C Professional contracts that have been active at some point in the last 12 months

Qualifications are personal, so when a qualified staff member leaves or joins the company, CHANNEL PARTNER must notify PLEXPAY PAYMENT PROVIDER L.L.C.

CHANNEL PARTNER's partnership level will be reviewed quarterly by PLEXPAY PAYMENT PROVIDER L.L.C, and adjusted to the highest level for which the 3 requirements are met.

However, "Official Partners" may be upgraded automatically to a higher level once they reach the 3 requirements for that higher partnership level

4.2 Benefits

The details of the benefits for each level of the partnership are described in the table below:

	Ready Partner	Official Silver	Official Gold
Recognition			
Visibility on plexpay.ae	No	"Silver Partner"	"Gold Partner"
Right to use "PLEXPAY	Yes	Yes	Yes

PAYMENT PROVIDER L.L.C” Trade Mark and Partner Logo			
Role			
Primary Responsibility	Sales	Sales	Sales
Add-on Responsibility	Sales	Implementation	Implementation
Training benefits			
Sale Coaching & Webinars	Yes	Yes	Yes
Access to PLEXPAY PAYMENT PROVIDER L.L.C Knowledge Base	Yes	Yes	Yes
Sales benefits			
Commission on PLEXPAY PAYMENT PROVIDER L.L.C Products and Implementation	10%	18%	25%
Certification for Channel Partners	Yes	Yes	Yes
Commission on Customization	No	No	No
Corporate Training Certificate (Every employer played a key role in the implementation)	Yes	Yes	Yes
Commission on PLEXPAY PAYMENT PROVIDER L.L.C Product for Renewals of Existing Contract/Subscription	5%	15%	18%
Dedicated Account Manager & Partner Dashboard	No	Yes	Yes
Sharing of Lead	No	Yes	Yes
Bonuses			
Bonuses on Eligibility Criteria (target sales) Annual New PLEXPAY PAYMENT PROVIDER L.L.C Professional Users Sold	20	80	200
Bonus value % on PLEXPAY PAYMENT PROVIDER L.L.C share	2%	4%	8%
Marketing benefits			
Access to Marketing Material	Yes	Yes	Yes
PARTNER Event- PLEXPAY PAYMENT PROVIDER L.L.C Support & Promotion	No	Yes	Yes

4.3 Partner Recognition

PLEXPAY will promote "Official Partners" on the PLEXPAY PAYMENT PROVIDER L.L.C Partners list on plexpay.ae

PLEXPAY PAYMENT PROVIDER L.L.C grants CHANNEL PARTNER, on a non-exclusive basis, the right to use and reproduce the PLEXPAY PAYMENT PROVIDER L.L.C Partner logo of the corresponding partnership level, and the "PLEXPAY PAYMENT PROVIDER L.L.C " name in relation to this partnership agreement.

Each Party undertakes to respect all the rights of the other Party in all the items referred to in the previous paragraph and, more particularly, each Party shall refrain from causing any analogy or creating any confusion between their respective company in the mind of the general public.

4.4 Training Benefits

CHANNEL PARTNER has access to the PLEXPAY PAYMENT PROVIDER L.L.C knowledge base for the duration of this Agreement. The PLEXPAY PAYMENT PROVIDER L.L.C knowledge base is an online e-platform containing a set of commercial, marketing and functional documents, to help CHANNEL PARTNER acquire and leverage PLEXPAY PAYMENT PROVIDER L.L.C knowledge, grow its business, attract more customers, and build brand awareness.

CHANNEL PARTNER will have access to commercial coaching provided by their dedicated Account Manager, as appointed by PLEXPAY PAYMENT PROVIDER L.L.C.

CHANNEL PARTNER also has the option to purchase support services or training by subscribing to an Olivo Success Pack, for an extra fee.

4.5 Commission on PLEXPAY PAYMENT PROVIDER L.L.C Services sold by CHANNEL PARTNER

For PLEXPAY PAYMENT PROVIDER L.L.C services purchased by a customer through CHANNEL PARTNER, and as long as CHANNEL PARTNER maintains a contractual relationship with the corresponding customer, CHANNEL PARTNER shall receive a commission according to the table of section 4.2 Benefits and their Partnership level at the date of the customer invoice.

Once a month, PLEXPAY PAYMENT PROVIDER L.L.C will issue the invoice to the CHANNEL PARTNER for the amount due for the preceding month in case CHANNEL PARTNER receive the payments from customers. Based on this invoice, CHANNEL PARTNER shall pay PLEXPAY PAYMENT PROVIDER L.L.C within 7 days upon receipt of the invoice. And in case PLEXPAY PAYMENT PROVIDER L.L.C receive the payments from customers, once a month, CHANNEL PARTNER will receive a purchase order with the commission due for the preceding month. Based on this purchase order, CHANNEL PARTNER shall invoice PLEXPAY PAYMENT PROVIDER L.L.C, and will be paid within 15 days upon receipt of the invoice.

5 Fees

CHANNEL PARTNER agrees to pay the Partnership Annual Fee upon receipt of the annual invoice sent by PLEXPAY PAYMENT PROVIDER L.L.C. The fee will be specified in writing at the time of signature of this agreement.

CHANNEL PARTNER acknowledges that the above-mentioned Partnership fee is not refundable.

6 Termination

In the event that either Party fails to fulfil any of its obligations arising herein, and if such a breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Surviving Provisions: The sections "3.2 Restrictions", "7 Liability and Indemnities", and "9 Governing Law and Jurisdiction" will survive any termination or expiration of this Agreement.

6.1 Consequence of termination

On expiry or termination of this Agreement, PARTNER:

- shall not use anymore the materials and the PLEXPAY PAYMENT PROVIDER L.L.C brand name, trademarks and logos or claim the existence of any partnership or relationship with PLEXPAY PAYMENT PROVIDER L.L.C;
- shall comply with its obligations during any notice period prior to such termination;

- may not use PLEXPAY PAYMENT PROVIDER L.L.C Professional anymore, for development, test or production purpose

7 Liability and Indemnities

Both Parties are bound by a best endeavours obligation here under.

To the maximum extent permitted by law, O PLEXPAY PAYMENT PROVIDER L.L.C 's liability for any and all claims, losses, damages or expenses from any cause whatsoever and howsoever arising under this Agreement will be limited to the direct damages proved, but will in no event exceed for all damage-causing event or series of connected events causing damages the total amount for the fees paid by CHANNEL PARTNER in the course of the.....

six (6) months immediately preceding the date of the event giving rise to such claim no event will PLEXPAY PAYMENT PROVIDER L.L.C be liable for any indirect or consequential damages, including but not limited third parties or customer claims, loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data arising out of or in connection with the performance of its obligations under this Agreement.

CHANNEL PARTNER acknowledges that he has no expectations and has received no assurances that any investment made in execution of this Agreement and the PLEXPAY PAYMENT PROVIDER L.L.C Partnership Program will be recovered or recouped or that he shall obtain any anticipated amount of profits by virtue of this Agreement.

8 Brand Image

The " PLEXPAY PAYMENT PROVIDER L.L.C " mark (including the word mark and its visual representations and logos) is the exclusive property of PLEXPAY PAYMENT PROVIDER L.L.C,

PLEXPAY authorizes CHANNEL PARTNER to use the " PLEXPAY PAYMENT PROVIDER L.L.C " mark to promote its products and services, for the duration of this agreement only, as long as:

- There is no possible confusion that the service is provided by CHANNEL PARTNER, not PLEXPAY PAYMENT PROVIDER L.L.C;
- CHANNEL PARTNER does not use the word " PLEXPAY PAYMENT PROVIDER L.L.C " in their company name, product name, domain name, and does not register any trademark that includes it.

Both Parties shall refrain from harming the brand image and reputation of the other Party, in any way whatsoever, in the performance of this Agreement.

Non-compliance with the provisions of this section shall be a cause for termination of this Agreement.

8.1 Publicity

CHANNEL PARTNER grants PLEXPAY PAYMENT PROVIDER L.L.C the nonexclusive right to use CHANNEL PARTNER's name or trademarks in press releases, advertisements or other public announcements.

In particular, CHANNEL PARTNER accepts to be mentioned in the official list of PLEXPAY PAYMENT PROVIDER L.L.C Partners on plexpay.ae, and that CHANNEL PARTNER's logo and trademarks may be used for this purpose only.

8.2 No Soliciting or Hiring

Except where the other Party gives its consent in writing, each Party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other Party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching Party agrees to pay the other Party an amount of USD 20000.00 (twenty thousand USD).

8.3 Independent Contractors

The Parties are independent contractors, and this Agreement shall not be construed as constituting either Party as a partner, joint venture or fiduciary of the other, as creating any other form of a legal association that would impose liability on one Party for the act or failure to act of the other or as providing

either Party with the right, power or authority (express or implied) to create any duty or obligation of the other.

9 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of United Arab Emirates. All disputes arising in connection with the Agreement for which no amicable settlement can be found shall be finally settled by the Courts of United Arab Emirates.

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Signature

For CHANNEL PARTNER

For PLEXPAY PAYMENT PROVIDER L.L.C

10 Appendix A: PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition License

PLEXPAY PAYMENT PROVIDER L.L.C Professional Edition License v4.0

You may use PLEXPAY PAYMENT PROVIDER L.L.C

modules published under any license along with the Software, provided that their license is compatible with the terms of the PLEXPAY PAYMENT PROVIDER L.L.C Professional License (Including, but not limited to, any module published on the PLEXPAY PAYMENT PROVIDER L.L.C Apps Store and Play Store on plexpay.ae/apps)

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