

BOARDROOM AFFILIATE MARKETING AGREEMENT

By engaging in Boardroom's affiliate marketing program (the "**Program**") or any activities related to the Program, or clicking "Sign Up" (or a similar box or button) when registering for an Affiliate Account (as defined below), you consent to adhere to the following Affiliate Program Agreement (the "Agreement"). The Agreement is between you, in the role of **Affiliate** (as defined below) and Boardroom (Pty) Ltd. ("Boardroom"), a Company registered in terms of the Company Laws of South Africa with registration number 2023/845411/07. Both Affiliate and Boardroom are referred to as a "Party", and collectively as the "Parties". Non-compliance with any terms of the Agreement may lead to a loss and/or reduction of Fees and/or Commissions, with such decisions being at the sole discretion of Boardroom.

Definitions

"**Affiliate**" or "**You**" refers to an individual or entity that has consented to the terms of this Agreement.

"**Affiliate Account**" signifies an account within the Program.

1. Introduction

This Agreement (“**the Agreement**”) sets out the terms and conditions upon which the Company appoints the Affiliate to provide affiliate marketing services hereinafter referred to as (“**the Services**”)

2. Duration and renewal

This partnership agreement shall commence on the Effective Date and shall continue for an initial term of 2 months, (“**Initial Term**”) and may be renewed by mutual agreement of the Parties.

3. Responsibilities

3.1. Company's Responsibilities

- 3.1.1. The Company will provide a unique affiliate invite code (“**Invite Code**”) for access to the Boardroom app for the Affiliate’s referrals.
- 3.1.2. The Company will offer marketing support and supplementary materials for the campaign.
- 3.1.3. The Company will provide a dashboard where the Affiliate can view real-time updates of the number of sign-ups, verified profiles and earned revenue attributed to their Invite Code.

3.2. Affiliate Responsibilities

- 3.2.1. The Affiliate will promote the Boardroom app to their network in accordance with Boardroom’s marketing guidelines.
- 3.2.2. The Affiliate may share promotional materials and announcements related to the partnership.
- 3.2.3. Affiliate is solely responsible for all costs and expenses incurred in the course of marketing or promoting Boardroom, Affiliate's own websites, or any other products or services linked to Affiliate's involvement in the Program, referred to collectively as "Affiliate Marketing Activities," in any region, location, or jurisdiction, unless the Company decides otherwise at its own discretion.
- 3.2.4. The Affiliate will not (i) use fax, broadcast, telemarketing, or other offline marketing methods for the Company; (ii) engage in the use of malware, spyware, or other aggressive advertising or marketing approaches in any transactions concerning the Company; (iii) create any false, misleading, or negative statements or claims regarding the Company; (iv) encourage Merchants to terminate their services with the Company; (v) imitate or replicate the design and feel of the Company’s websites, Company Trademarks or Services, or falsely imply any partnership with the Company; or (vi) participate in any activities that could harm the credibility or reputation of the Company, including but not limited to, the use of email communications or any Website in a manner, or hosting content on any Website, that (a) involves aggressive or low-quality marketing, especially for services unrelated to the Company or the Affiliate’s offerings, (b) endorses materials of a sexually explicit nature, violence, discrimination based on race, gender, religion, nationality, disability, sexual

orientation, age, or any illegal or offensive activities, or (c) infringes on the intellectual property or other proprietary rights of any third party.

3.2.5. The Affiliate will not

- 3.2.5.1. promote or advertise the Company or related entities of the Company on websites featuring coupons, deals, or discounts, or other incentive-based websites, nor display any offer code on a public-facing page or through a "click to reveal" offer code mechanism;
- 3.2.5.2. use their Invite Code directly in any pay-per-click advertising;
- 3.2.5.3. purchase search engine or other pay-per-click keywords (such as Google Ads), trademarks, or domain names that utilize the trademarks of the Company or the names or trademarks of any related entities of the Company, or any variations or misspellings thereof that could be misleadingly or confusingly similar to the trademarks of the Company or the names or trademarks of any related entity of the Company;
- 3.2.5.4. use or encourage any means of delivering fraudulent referrals

4. Compliance with law

4.1. Besides, and not restricting the terms of this Agreement, The Affiliate will fulfil their duties under this Agreement adhering to the highest industry standards relevant and in conformity with all applicable laws, regulations, and rules, including securing any necessary licenses to operate and provide the products or services linked to Affiliate's involvement in the Program.

5. Remuneration

5.1. Revenue for verified signups.

- 5.1.1. The Affiliate will receive a cash amount of R10.00 (ten rands only) for every signed-up profile that is verified.
- 5.1.2. The requirements for verification are more fully detailed in Annexure A.

5.2. Revenue share of In-App Purchases

- 5.2.1. The Affiliate will receive 3% of every purchase made on the platform by users who have signed up using the Invite Code generated for the Affiliate.

5.3. Notwithstanding anything to the contrary in this Agreement, the Company will not be responsible to pay any Fees:

- 5.3.1. Related to fraudulent sales;
- 5.3.2. Related to revenues that have been refunded by Boardroom;
- 5.3.3. Related to revenues that have been subject to chargebacks;
- 5.3.4. to Affiliates who hold any employment position with the Company, including full-time, part-time, temporary, or any other type of employment relationship;

5.4. Should it be found that any Fees paid by the Company fall under one or more of the exclusions specified in Section 5.3, or were paid mistakenly, the Company reserves the right, at its sole discretion, to: (a) recover any Fees erroneously paid to the Affiliate; or (b) deduct the amounts mentioned in Section 4.3 from future payments owed to the Affiliate. In the event that the Agreement is terminated before the Affiliate fully reimburses these amounts to the Company, the

Affiliate is obliged to pay the Company the outstanding balance within thirty (30) days of the Agreement's termination date.

5.5. The Company reserves the right to alter the Fees or the payment terms at any time, providing reasonable prior notice to the Affiliate. This notice will be communicated via email, and/or by posting the notice on the Platform, as applicable, and/or by issuing new Contract Terms. In case of any disputes regarding Fees, the Company's decision will be conclusive and binding.

6. Confidentiality

6.1. The Affiliate agrees to keep confidential all non-public information about the Company that the Affiliate learns during the course of his service, and to use such information only for the benefit of the Company.

7. Other Affiliate Terms

7.1. If the Affiliate is an individual, they must be either (i) at least 18 years old, or (ii) of the age of majority or older in the jurisdiction where they reside and from where they engage in Affiliate activities.

7.2. If you register for an Affiliate Account representing your employer, then your employer shall be considered the Affiliate under this Agreement. You assert and guarantee that you possess the necessary authority to commit your employer to this Agreement. Every Affiliate is accountable for: (a) making sure that its employees, agents, and subcontractors adhere to this Agreement, and (b) any violation of this Agreement by its employees, agents, or subcontractors.

7.3. The Affiliate recognizes and accepts that it is accountable for fulfilling all its responsibilities under the Agreement, irrespective of whether it sublicenses or outsources any of these duties to a third party, including, but not limited to, any affiliates or subsidiaries of the Affiliate.

8. Termination

8.1. Either Party may terminate this agreement immediately if the other party breaches this Agreement and does not remedy the breach within 7 (seven) days upon being requested to do so.

9. Limitation of Liability

9.1. The Company, and its related entities, will have no liability in connection with the Program, the Service, the Company's Trademarks, the Company's Creative content, or the Company's obligations under this Agreement or otherwise for any direct, indirect, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting in any way from the Service, the Company's Trademarks, the Company's Creative content, or Affiliate's participation or inability to participate in the Program, even if the Company has been advised of the possibility of such damages. In any event, the Company's, and its related entities', liability to Affiliate under this Agreement for any reason will be limited to the Fees paid to Affiliate by the Company during the two (2) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action collectively, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The relationship between a Merchant and an Affiliate is strictly between the Merchant and the

Affiliate, and neither the Company nor its related entities are obligated to intervene in any dispute arising between the Merchant and the Affiliate. Under no circumstances will the Company, or its related entities, be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary, or other damages whatsoever, that result from or relate to the Affiliate's relationship with any referred user. These limitations will apply even if the Company or its related entities have been advised of the possibility of such damages. The foregoing limitations will apply to the fullest extent permitted by applicable law.

- 9.2. Affiliate agrees to indemnify, defend, and hold harmless the Company and any related entities of the Company, along with their directors, officers, employees, subcontractors, and agents (each referred to as an "Indemnified Party," and collectively, the "Indemnified Parties"), from any claim, demand, cause of action, debt, or liability, including reasonable attorneys' fees (collectively, "claims"), to the extent that such claim arises from or is related to: (a) Affiliate's breach of any representation, warranty, obligation, or covenant under this Agreement; (b) Affiliate's gross negligence or willful misconduct; (c) Affiliate's violation of any term of this Agreement (including documents incorporated by reference); (d) any third-party claim alleging that Affiliate's products or services infringe upon the intellectual property or other rights of a third party; (e) Affiliate Taxes, including any related audits or penalties; and (f) any breach of applicable law by the Affiliate.
- 9.3. In seeking any indemnification under this Agreement, the Indemnified Party will quickly deliver written notification to the Affiliate of any claim which the Indemnified Party believes is within the scope of the indemnifications provided by this Agreement. The Indemnified Party is permitted, at its own cost, to participate in the defense if it chooses, provided that the Affiliate will oversee such defense and all negotiations related to the resolution of any such claim. Additionally, it is stipulated that in resolving any claim, the Affiliate shall not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that could result in an admission by, or the imposition of any liability upon, the Indemnified Party without their prior written consent.

10. Dispute resolution

- 10.1. Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation.
- 10.2. There shall be no appeal from the arbitration proceedings.
- 10.3. The provisions pertaining to security for legal costs applicable in the High Court shall *mutatis mutandis* apply to any proceedings in terms of this clause 9.
- 10.4. The arbitrator shall be entitled to make an order as to costs.
- 10.5. This clause shall not prevent any Party from approaching the High Court on an urgent basis for interlocutory relief.
- 10.6. The Parties both agree that in no circumstance will either Party publicise the dispute on any public platform, including social media platforms. The Parties understand that publicity of this

nature can cause serious damage to the other Party, which damage may result in a financial claim.

11. General

- 11.1. **Survival of Rights, Duties and Obligations:** Termination of this Agreement for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 11.2. **Variation of this agreement:** No alteration, consensual cancellation, variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
- 11.3. **Governing law:** This Agreement shall be governed by and interpreted in accordance with the law of South Africa. All disputes, actions and other matters in connection with this Agreement shall be determined in accordance with such law.
- 11.4. **Assignment and Cession:** The Influencer is selected in his/her personal capacity and therefore the Influencer may not assign or cede any of his/her duties or obligations in terms of this Agreement to any third party.
- 11.5. **Entire Agreement:** This is the whole Agreement between the Parties. No indulgence which
- 11.6. any of the Parties (“**the first party**”) may grant to the other Party (“**the second party**”) shall constitute a waiver of any of the rights of the first party, who shall not thereby be precluded from exercising any rights against the second party which might have arisen in the past or which might arise in the future.
- 11.7. **No Representations:** This document constitutes the sole record of the Agreement between the Parties with regard to the subject matter thereof. There were no prior representations, including notices, announcements, guarantees or warranties, irrespective of whether verbal or in writing, which induced this Agreement, save as contained in this Agreement. This Agreement correctly reflects the intentions of the Parties. Neither Party shall be entitled to apply for rectification of this Agreement, nor shall its conditions be susceptible to renunciation or estoppel.

Annexure A: Verification guidelines

Once a user's profile is complete, verification takes up to 12 hours.

Boardroom's requirements for profile verification are as follows:

1. LinkedIn Account

- 1.1. The user must link their LinkedIn account.
- 1.2. The user's LinkedIn account must have a verified email address and a publicly visible profile photo.
- 1.3. The LinkedIn profile photo must be professional and clearly show the user's face.

2. Profile Details

- 2.1. The user must upload at least 2 high-quality photos with their face clearly visible
- 2.2. The photos should not be blurry or have items covering their face (e.g. sunglasses or hats)
- 2.3. Their job title and place of work must be completed.
- 2.4. They must have a bio written.
- 2.5. They must have at least one profile prompt completed.

3. Qualifications

- 3.1. Only users with at least 6 months of professional work experience will be verified and allowed into the app.
- 3.2. The user must be currently employed and earning a salary.