

BIZ AI PARTNER AGREEMENT

Programme-standard terms. This Agreement is accepted electronically when you complete partner onboarding, and is also available as a PDF. Where you and BIZ AI sign separate bespoke commercial terms, those terms govern to the extent they differ.

Between: Tulsapax (Pty) Ltd t/a BIZ AI (“BIZ AI”, “we”, “us”), and the partner identified in the onboarding record (“Partner”, “you”).

Effective date: the date you accept this Agreement at onboarding.

1. Definitions

- **Platform** — the BIZ AI CRM and related products and services.
 - **Tenant / Customer** — a business account on the Platform attributed to you.
 - **Commissionable Revenue (CR)** — amounts actually collected from a Customer for the Core Platform subscription, AI Credit bundles, Email marketing bundles, and module subscriptions. CR **excludes** Voice per-minute charges, SMS bundles, WhatsApp message bundles, third-party charges resold at cost, and disbursements.
 - **Billing Model** — either **Referral** (BIZ AI invoices the Customer) or **Reseller** (BIZ AI invoices you at wholesale; you invoice the Customer), as recorded for your account.
 - **Agent of Record** — the partner holding the active attribution for a Customer.
 - **Master Partner / Sub-Partner** — a partner who recruits other partners / a partner recruited under a Master Partner.
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2. Appointment

2.1 BIZ AI appoints you as a non-exclusive Partner to introduce, refer, and (for Reseller Partners) resell the Platform. 2.2 You are an independent contractor. Nothing here creates employment, agency authority to bind BIZ AI, partnership, or joint venture. You may not make representations, warranties, or pricing commitments on BIZ AI’s behalf beyond published materials. 2.3 BIZ AI provides partner enablement sessions and materials at no charge. There is no examination or accreditation requirement.

3. Customer attribution

3.1 A Customer is attributed to you when an **active assignment** links the Customer to your account, created by: (a) your **referral link** at the Customer’s sign-up; (b) an approved **claim link** confirmed by the Customer; or (c) manual assignment by BIZ AI. 3.2 **Agent of Record.** Once attributed, all subsequent Commissionable Revenue from that Customer accrues to you, regardless of which BIZ AI team member assists an additional sale, for as long as the Customer is active. 3.3 **Lead registration.** You may register prospective Customers in the portal. A registered lead is protected for **180 days**, extending to a maximum of **365 days** where you evidence ongoing substantive engagement (each qualifying engagement extends protection by 90 days). On a conflict, priority goes to the first registration in time that can show prior substantive engagement. 3.4 **No self-attribution.** You may not attribute your own account or an account you control.

4. Commission — Referral Partners

4.1 BIZ AI invoices and collects from the Customer and pays you a commission on CR. 4.2 **Rate: 15%** of CR (Starter), rising to **20%** (Established) for any calendar month in which your booked CR reaches the Established threshold (**R50,000** per month for a Solution Partner; **R65,000** for a Master Partner). The Established rate applies for that month and reverts to 15% in any month below the threshold. 4.3 **Accrual & payment.** Commission accrues on **collected** CR, is totalled monthly, and is paid in arrears by EFT on the **15th of the following month**, with an itemised statement. Delayed collection delays, but does not extinguish, commission. 4.4 **Perpetual; no clawback except refunds.** Commission continues for the lifetime of each active Customer. The only deductions are genuine refunds or chargebacks on the underlying revenue,

applied transparently against future commission. 4.5 **VAT**. Amounts are exclusive of VAT; if you are VAT-registered, VAT is added on production of a valid tax invoice.

5. Two-tier — Master & Sub-Partners

5.1 A Master Partner may recruit Sub-Partners by invitation through the portal. BIZ AI may decline a proposed Sub-Partner, acting reasonably. 5.2 Each Sub-Partner contracts directly with BIZ AI on these terms and earns their own commission (15%→20%) on their own Customers. 5.3 The Master Partner earns a **flat 8% override** on each Sub-Partner's Commissionable Revenue, perpetually for the lifetime of each such Customer, and continues to earn the override on existing Sub-Partner Customers even if the Sub-Partner later exits.

6. Reseller Partners

6.1 If your Billing Model is Reseller, BIZ AI does not invoice your Customers. You set your own retail price and invoice your Customers directly; you are the merchant of record to them. 6.2 BIZ AI invoices **you** monthly, consolidated across your Customers, at the **wholesale rate** (the applicable retail price less your agreed wholesale discount) plus VAT, payable on the stated due date. 6.3 No commission is payable for Reseller Customers; your earnings are your margin. 6.4 You are responsible for your Customers' compliance with the Platform terms and for first-line support to your Customers, unless otherwise agreed.

7. Your obligations

7.1 Represent BIZ AI honestly and only with published features, pricing, and timelines. 7.2 Do not bid on BIZ AI trademarks in paid search, impersonate BIZ AI, or register confusingly similar domains. 7.3 Comply with all applicable laws, including the Protection of Personal Information Act (POPIA) and the Consumer Protection Act. Keep Customer and BIZ AI confidential information secure. 7.4 Maintain accurate banking and tax details for payouts/invoicing.

8. Intellectual property & brand

8.1 BIZ AI retains all rights in the Platform and brand. You receive a limited, revocable, non-exclusive licence to use BIZ AI marks solely to promote the Platform per BIZ AI brand guidelines. 8.2 You acquire no rights in the Platform or BIZ AI marks beyond this licence.

9. Confidentiality & data protection

9.1 Each party keeps the other's confidential information confidential and uses it only to perform this Agreement. 9.2 You access only the limited, privacy-scoped Customer information BIZ AI exposes in the portal (company name, status, package, payment-method-on-file indicator, and commission). You will not attempt to access Customer account data and will process any personal information in compliance with POPIA.

10. Term & termination

10.1 **Term**: 24 months from the Effective date, auto-renewing for successive 12-month periods unless either party gives 60 days' written notice before renewal. 10.2 Either party may terminate on 30 days' written notice, or immediately for material breach not remedied within 14 days of notice, insolvency, or unlawful conduct. 10.3 **Survival of commission**. On termination other than for your material breach or fraud, commission already accrued is paid, and commission on Customers already attributed to you continues per clause 4.4, subject to clause 11.

11. Change of control

11.1 If BIZ AI undergoes a sale, merger, or change of control, this Agreement (including accrued and future commission on attributed Customers) is assigned to the successor by default. 11.2 If a successor refuses to assume it, BIZ AI will pay you a buyout equal to **2.5 × (your trailing twelve-month commission + commission on signed-but-not-yet-billing Customers)**, in cash, within 90 days. Routine capital raises, board changes, partnerships not affecting Customer pricing, and module sunsets with an equivalent alternative are not change-of-control events.

12. Liability

12.1 Neither party is liable for indirect or consequential loss. BIZ AI's total liability under this Agreement is limited to the commission paid or payable to you in the 6 months preceding the claim.

13. General

13.1 **Governing law:** the laws of the Republic of South Africa. 13.2 **Disputes:** the parties will first attempt good-faith resolution; failing which, the dispute is referred to arbitration under AFSA rules in Cape Town. 13.3 **Assignment:** you may not assign this Agreement without BIZ AI's written consent; BIZ AI may assign per clause 11. 13.4 **Entire agreement:** this Agreement (with any bespoke commercial schedule and the published programme materials) is the entire agreement and supersedes prior discussions. Variations must be in writing. 13.5 **Notices:** to the email addresses in the onboarding/partner record.

Acceptance. By completing onboarding and clicking "Accept", you confirm you have read and agree to this Agreement, and that you are authorised to bind the Partner entity.

Tulsapax (Pty) Ltd t/a BIZ AI — partners@bizai.co.za — www.bizaicrm.co.za