



## AFFILIATE AGREEMENT Terms of Use

Please review the following terms of use (the “**Terms of Use**” or the “**Agreement**”, indistinctly) that govern the terms and conditions of the Affiliate Program (the “**Affiliate Program**”) of Deel Inc. (“**Deel**”).

By accessing, browsing, signing up or clicking the “Accept Terms of Services” button You (i) have thoroughly read, understand and agree to the Terms of Use; and (ii) are legally capable to form a binding legal relationship with Deel.

For purposes of this Agreement, Deel Group and You will be referred to herein individually as a “**Party**” and together as the “**Parties**”.

**WHEREAS**, Deel is in the business of international compliance and payroll software (the “**Deel Services**”);

**WHEREAS**, You are in the position to resell the Deel Services to potential customers or clients;

**WHEREAS**, the Parties hereto wish to set forth the terms and conditions with respect to the provision of the services under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** It will be considered as the date on which You sign up for the Affiliate Program.
2. **Affiliate.** As of the Effective Date, You may from time to time, refer to clients or customers, worldwide, the Deel Services (the “**Services**”).
3. **Services.** In performing the Services under this Agreement, You shall fully coordinate with Deel, and shall not be entitled to give any representation or take any commitment or warranty on behalf of Deel, without explicit prior written consent of Deel, except for the representation of Deel and its products/services as required for the ordinary course of business development activities, while introducing and promoting them. The Parties agree that Deel shall be under no obligation to negotiate with any company or entity, nor to enter into any engagement with, or offer specific terms.
4. **Fee.** Deel shall pay You the following commission of USD \$1,000 (one thousand US dollars) for each Successful Lead.



Successful Lead shall be interpreted as a Lead that (i) becomes a client or a customer of Deel by executing an agreement or any other document, to provide the Lead, with the Deel Services; (ii) has equaled or surpassed a revenue of USD \$1 (one US dollar).

Deel shall pay You at the end of the following month after completing the referral process. For the purpose of this Agreement, the referral process will be concluded when the Successful Lead will be fully engaged by Deel.

5. **Term.** This Agreement shall enter into effect as of the Effective Date and shall continue into full force until the Parties agree in writing to terminate it, according with section 6.
6. **Termination.** This Agreement may be terminated at any time by either Party upon thirty (30) days written notice to the other Party. Upon termination, Deel shall pay You all fees due and owing for the Successful Leads that were made prior to the date of termination, but not yet paid. These payments shall be made at the end of the month during which the termination has been served.
7. **Confidentiality.** The Parties acknowledge that by reason of their relationship hereunder, each Party may disclose or provide access to the other certain Confidential Information. “**Confidential Information**” shall mean (a) information concerning a Party’s products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered to a Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party’s facilities; and (d) all other non-public information provided by a Party hereunder. All Confidential Information shall remain the exclusive property of the disclosing Party.
8. **Trademark Compliance.** You acknowledge and agree that Deel’s trademarks remain the exclusive property of Deel and that nothing in this Agreement shall be construed as granting You any right, title, or interest in Deel’s trademarks. In accordance, You shall not, directly or indirectly, bid on Deel’s trademarks in any online advertising platform utilizing auction-style bidding for advertisement placement, including but not limited to search engine marketing (SEM).

The receiving Party shall maintain the disclosing Party’s Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors and representatives who (a) have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement; (b) have



been informed of the confidential nature of the Confidential information furnished by the disclosing Party and the receiving Party's obligations with respect thereto; and (c) are under confidentiality obligations no less restrictive as this Agreement. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Each Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the other Party's Confidential Information for any other purpose or for the benefit of any third party.

9. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

YOU DO NOT REPRESENT OR WARRANT THAT THE LEADS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. YOU HAVE NO RESPONSIBILITY TO DEEL IF THE LEADS DO NOT FULFILL THE COMPANY'S DESIRED RESULT(S).

10. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
12. **Alternative Arrangements.** You and Deel may enter into alternative terms or alternative arrangements outside of these Terms of Use ("**Alternative Arrangement**"), which may include terms that differ from these Terms of Use. In such cases, the Alternative Arrangements must be in writing, shall supersede and take precedence, and both parties shall be bound by the terms of the Alternative Arrangements.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Indemnity and Liability.** The Parties agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted



successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

15. **Severability.** If any provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability will not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and this Agreement will be construed as if said invalid or unenforceable provision had not been contained herein.
16. **Governing Law and Jurisdiction.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California, USA, without giving effect to its choice of law or conflict of law provisions.