PERK | PARTNERSHIP PROGRAM TERMS

This **Agreement** shall govern the terms of our partnership program with you (the **Partner Program**) and it consists of the following documents:

1. The **Enrolment Form** – which contains the key commercial details of our Partner Program(s).

2. Our **Partnership Program Terms** – the core legal and commercial terms included here that apply to your use and our operation of the Partner Program(s) (the **Terms**).

3. Our **Implementation Partner Terms (Schedule 1)** – which set out the additional legal and operational terms that apply where the Partner provides professional services as part of the Partner Program.

References to **you** or **your** shall infer a reference to the Partner, and **we** or **our** shall be taken to mean Perk.

This document applies to your participation in our Partner Programs either as a **Referral Partner**, as a **Co-Seller**, or as an **Implementation Partner**. Note that only the terms applicable to the Partner Program(s) selected in the Enrolment Form shall apply to you. Referral Partner, Co-Seller and Implementation Partner will be jointly referred to, where appropriate throughout the Agreement as "**Partner**".

This Agreement takes effect when you sign the Enrolment Form. By signing the Enrolment Form, you represent and warrant that your signatory is authorised to bind your entity. To the extent of any conflict between the provisions of the Terms and the Enrolment Form, the provisions of the Enrolment Form shall prevail.

We may periodically update these terms. We might also choose to replace these terms in their entirety if, for example, a particular Partner Program ends or becomes part of another partner program. If we update or replace the terms, we will let you know by email. If you don't agree to the update or replacement, you can choose to terminate.

These Terms were last updated on September 9, 2026.

1. PARTICIPATION ON THE PARTNERSHIP PROGRAM

1.1. To participate in our Partner Program, you must complete and sign the Enrolment Form. Upon execution, the Enrolment Form will be deemed incorporated into and form part of these Terms.

1.2. For the purpose of this Agreement, "**Perk Services**" shall collectively mean the Perk proprietary platform that:

(a) consolidates a wide range of business travel services from various suppliers, enabling customers to seamlessly book and manage these services (the **Travel Services**);

(b) streamlines spend management and simplifies reporting (the **Spend Services**), together with any other services Perk provides to customers through its platform.

1.3. You can participate in our Partner Programs as either a:

(a) **Referral Partner** which means you will refer potential customers interested in using the Perk Services in accordance with the particulars set out in the Enrolment Form (the **Referral Program**);

(b) **Co-Seller** which means you will, promote, market and actively participate and contribute to the Sales Cycle, together with Perk, in accordance with the particulars set out in the Enrolment Form. As part of your appointment as a Co-Seller you will be expected to coordinate with Perk to jointly progress each opportunity through key stages of the Sales Cycle, and share with Perk all relevant information (e.g., customer needs, competitive intelligence, and feedback) in a timely manner to ensure a unified sales effort (the **Co-Seller Program**); and/or

(c) **Implementation Partner** which means you will provide professional services to support the deployment, configuration, and adoption of the Perk Services by Perk Customers, either directly to such customers or as subcontracted services to Perk, in accordance with the particulars set out in the Enrolment Form. Where you act as an Implementation Partner, the Implementation Partner Terms (**Schedule 1**) including the Data Processing Addendum are hereby incorporated into, and form an integral part of, these Partner Terms, and will govern your provision of such implementation and related professional services (the **Implementation Partner Program**).

1.4. Where agreed to, and included in our Enrolment Form you will also:

(a) include Perk into your Marketplace to promote Perk Services to undisclosed leads.

(b) promote the integration of the Perk Services via API, and service such integrations, with the objective of generating Travel and/or Spend Qualified Leads (the **Perk API**). Please note that, access to and use of Perk's APIs are separately governed by **Perk's Developer and Marketplace Terms** that are available online at: https://developers.travelperk.com/docs/travelperk-marketplace-and-api-terms-of-use.

(c) use commercially reasonable endeavours to meet or exceed the target set forth in the Enrolment Form (the **Target**).

(d) submit to Perk reports in the format, manner and timeline stipulated by Perk in the Enrolment Form.

1.5. The services provided by virtue of the above Partner Programs (clause 1.3 and 1.4) shall hereinafter be collectively referred to as the "**Partner Services**".

2. APPOINTMENT

2.1. Perk, with the purpose to increase its market penetration with prospective customers, acknowledges your potential to accomplish this purpose and therefore grants you, the non-exclusive, non-transferable and revocable right to promote the Perk Services within the confines of the appointment contemplated in our Enrolment Form.

2.2. You shall not represent yourself as an agent, nor pledge Perk's credit or give any condition or warranty or make any representation on Perk's behalf.

2.3. You shall not without Perk's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Perk Services which are inconsistent with those contained in any promotional or technical material supplied by Perk or otherwise incur any liability on behalf of Perk howsoever arising.

2.4. Under our Partner Program, you acknowledged and agree that Perk shall always enter into agreements for the provision of Perk Services directly with customers. You shall not, under any circumstances, enter into or sign any agreement on behalf of Perk or represent Perk in this regard.

3. NON-EXCLUSIVITY

This Agreement does not create an exclusive agreement between you and us. Unless detailed otherwise in the Enrolment Form, we will each have the right to recommend, refer, promote, market and distribute similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

4. PARTNER OBLIGATIONS

4.1. As a Partner, you undertake and agree with Perk to:

(a) Provide the Partner Services for which you have been appointed under the Enrolment Form, in accordance with this Agreement;

(b) employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of your obligations under this Agreement;

(c) keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Partner Services and allow Perk no more frequently than once a year in the case of physical audits (or its nominee, including without limitation its designated accountants or auditors), on reasonable notice, access to all accounts and records relating to the Partner Services for the purpose of inspection to audit compliance with this Agreement. This audit may take place physically on your premises or remotely, at Perk's option, and Perk may deploy reasonable online audit tools for these purposes; and,

(d) inform Perk within thirty (30) days of any change of control of the Partner and of any material change in its organisation or method of doing business.

5. FEES AND PAYMENT TERMS

5.1. We will pay you for the Partner Services provided in accordance with the fees and payment terms indicated in the Enrolment Form and this clause.

5.2. If Perk disputes any invoice issued by you, you shall:

(a) promptly acknowledge the dispute in writing;

(b) provide all evidence and supporting documentation as may be reasonably necessary to justify the invoiced amounts; and,

(c) attempt to resolve the dispute reasonably, proactively and in good faith.

5.3. Each party shall pay all costs and expenses incurred by it in the performance of its duties hereunder and shall each comply and guarantee compliance with all tax and income ordinances, regulations and laws as may be applicable.

6. MARKETING

6.1. On a non-exclusive and mutually agreed-upon basis (email would suffice), the Parties may engage in joint marketing activities that promote each party's products and services to customers or prospective customers for those services consistent with the scope of Partner's participation in the Partner Program.

6.2. Neither party will issue a press release or make any public announcement relating to the Agreement or the relationship established by the Agreement, without the express prior written consent of the other Party.

6.3. Neither party may promote or warrant their products or services as "certified" by the other party without the express prior written consent of the other party. Each party will bear responsibility for the cost of their respective promotional and marketing activities unless otherwise mutually agreed otherwise in writing.

6.4. You shall, at all times during and after the term of this Agreement, conduct yourself in a manner that upholds and promotes the good name, reputation, and goodwill of Perk and its affiliates. You agree not to engage in any conduct, make any statement (whether oral, written, or otherwise), or take any action that could reasonably be expected to disparage, defame, or otherwise bring Perk, its products, services, employees, or brand into disrepute.

7. INTELLECTUAL PROPERTY

7.1. The Perk Services are protected by intellectual property laws. The Perk Services belong to and are the property of Perk or its licensors.

7.2. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Perk name, trademark(s), and logo solely as necessary to perform your obligations under this Agreement, to identify yourself as a participant under the Perk Partner Program and where agreed to (in the Enrolment Form) to display Perk within your Marketplace. Any such permitted use, shall always be in strict accordance with Perk's brand guidelines, which will be provided and updated by Perk from time to time. No other right, title, or interest in or to Perk's intellectual property is granted to you.

7.3. You shall not, and shall not permit any third party to:

(a) access, use, or attempt to use the Perk Services;

(b) copy, modify, adapt, or create derivative works of any Perk Services (including any codebase or proprietary software they are built on); or,

(c) register or use any trademark, trade name, or domain name that is similar to or likely to be confused with any of Perk's trademarks. Any rights not expressly granted to the Partner are reserved exclusively by Perk.

7.4. We encourage all customers and partners to comment on the Perk Services and provide feedback for improving them. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Perk Services, without payment to you.

8. DATA PROTECTION

8.1. Both parties shall comply with all applicable data protection and privacy laws and regulations (including, without limitation, the General Data Protection Regulation (EU) 2016/679) in relation to any personal data it collects, receives, or otherwise processes in connection with this Agreement.

8.2. You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests, including without limitation such requests from your prospects or requests related to Perk Services. For the duration of this Agreement, you will establish and maintain a privacy policy that is compliant with all laws and regulations applicable to you in the regions you operate in and you shall establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

9. WARRANTIES

9.1. Each party warrants, represents and undertakes to the other that:

(a) It has full capacity and authority to enter into this Agreement, to perform any of its obligations and to consummate all the transactions contemplated by this Agreement, and that no consent of any other person or entity is required by it to fully perform as contemplated by this Agreement.

(b) The person executing this Agreement is duly authorised to do so and (to the fullest extent possible under applicable law) waives its right to claim or subsequently rely on any argument to the effect that its signatory was not duly authorised to bind it to the terms of this Agreement.

(c) Once duly executed, this Agreement will constitute its legal, valid, and binding obligations.

(d) It is not aware of any matters which might adversely affect its ability to perform its obligations under or in connection with this Agreement.

9.2. Except as set forth in this clause, neither party makes any warranties, whether express, implied, or statutory regarding or relating to the Agreement, or any materials, products or services. Each party specifically disclaims all implied warranties, including, without limitation, the implied warranties of

merchantability and fitness for a particular purpose. Neither party may make any representations or warranties on behalf of the other party.

10. INDEMNIFICATION

10.1. You will indemnify, defend and hold Perk harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, a **Claim**) brought against Perk (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third-party not affiliated with us to the extent that such Claim is based upon or arises out of:

(a) your participation in any of our Partner Programs;

(b) our use of any prospect or lead data that you have provided;

(c) your non-compliance with or breach of the Partner Services;

(d) your breach of or failure to comply with warranties, data protection and confidentiality obligations set forth in this Agreement;

(e) your use or misuse of any of our intellectual property to which you are granted access or a license (including, without limitation, the Perk name, trademarks, logos, or demo materials);

(f) our use of any of your intellectual property (including trademarks) as authorized under this Agreement; or

(g) any act or omission by your affiliates.

10.2. We will notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You shall not accept any settlement that:

(a) imposes an obligation on us;

(b) requires us to make an admission; or

(c) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

10.3. We will indemnify, defend and hold you harmless, at our expense, against any claim brought against you (and your officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with you to the extent that such claim is based upon or arises out of:

(a) an allegation that the Perk Services infringe any third-party intellectual property right; or,

(b) our breach of our confidentiality obligations.

10.4. You will notify us in writing within thirty (30) days of you becoming aware of any such claim; give us sole control of the defence or settlement of such a claim; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defence or settlement of the claim. We will not accept any settlement that:

(a) imposes an obligation on you;

(b) requires you to make an admission; or,

(c) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

10.5. We, Perk, will not have any obligation or liability under this clause if the alleged claim is caused by or based on:

(a) any combination of the Perk Services with any hardware, software, equipment, or data not provided by us;

(b) modification of the Perk Services by anyone other than us;

(c) performance of the Partner Services or any use of the Perk Services, in violation of this Agreement; and

(d) any user interface or related user design elements not provided by Perk.

10.6. Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense:

(a) modify the Perk Services or replace Perk Services through a substitute that is non-infringing;

(b) obtain, at no additional cost to you, a license or other permission enabling you to continue to market the Perk Services; or

(c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate this Agreement.

THIS CLAUSE STATES EACH OF OUR ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS CLAUSE.

11. LIABILITY

11.1. Nothing in this agreement limits or excludes the liability of each party for wilful intent, fraud or theft by it or its employees; death or personal injury caused by its negligence or that of its employees and/or fraudulent misrepresentation.

11.2. Neither of us will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of their possibility in advance.

11.3. Other than in relation to any liability under clauses **Error! Reference source not found.** and **Error! Reference source not found.** and subject to any limitations imposed by applicable law, Perk's total aggregate liability to Partner, in respect of all breaches of duty occurring within any contract year, shall not exceed the greater of (i) the total amount paid or payable by Perk hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose or (ii) 50,000 in the currency of your Enrolment Form.

11.4. Each party acknowledges and agrees that the exclusions and limitations set forth herein represent the agreement of the parties as to the allocation of risk between them in connection with their obligations under this Agreement.

12. CONFIDENTIAL INFORMATION

12.1. Each party and its respective affiliates (for the purposes of this clause 12 , each a **Discloser**) may disclose Confidential Information to the other party (for the purposes of this clause 12, each a **Recipient**) in the context of the Partner Services. **Confidential Information** shall be deemed to include information disclosed whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information which: (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; (iv) was independently developed by the Recipient without any breach of the terms of this clause; or (v) is required by law or regulator or by any court of competent jurisdiction to be disclosed.

12.2. The Recipient shall: (i) keep the Confidential Information disclosed by Discloser private and confidential and not disclose any of it to any person other than to the persons who need to know the same for the arrangement of the Partner Services; (ii) ensure that all persons to whom the Recipient discloses the Confidential Information (in accordance with this clause) are informed of the terms of this clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality clause or are bound by no less restrictive terms than those contained herein; (iii) use the Confidential Information for the sole purpose of providing or receiving the Partner Services stated in this Agreement; (iv) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third-party.

12.3. If, for any reason, the Discloser requests in writing the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients' archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems. The obligations of confidentiality set out in this clause shall continue to apply in relation to any Confidential Information retained.

13. TERM AND TERMINATION

13.1. This Agreement shall become effective on the Effective Date and shall remain in force until terminated by either party upon providing the other party with at least thirty (30) days' prior written notice.

13.2. The Agreement may also be terminated immediately:

(a) if the other party is in material breach and such breach is not remediable;

(b) in accordance with any rights accrued under clause 15 (Force Majeure).

(c) if the other party is in material breach and the breach is remediable, but the breach is not remedied within fifteen (15) business days of being notified in writing of the breach; or,

(d) the other party begins insolvency proceedings or becomes the subject of a petition in liquidation or any other proceeding relating to its insolvency, liquidation, or assignment for the benefit of its creditors or, in relation to the Partner, any analogous event in any relevant jurisdiction.

13.3. On termination or expiry of this agreement for any reason:

(a) each party shall remain fully responsible for the fulfilment of any payment or other obligations owed to the other party up to and including the date of termination;

(b) each party shall promptly return to the other party, or otherwise delete or dispose of as the other party may instruct, any documents and other items relating to the other party's business (and copies of them) (other than correspondence which has passed between the parties) which it may have in its possession or under its control and, in the case of destruction or deletion, shall certify the same to the other party;

(c) the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and,

(d) all rights and licences of each party under this agreement shall terminate.

14. ANTI-BRIBERY, ANTI-CORRUPTION, SANCTIONS COMPLIANCE

14.1. Each party represents and warrants that neither it, nor any of its affiliates, nor any of their respective directors, officers, employees, or, to its knowledge, agents or any other person acting on its behalf, has directly or indirectly made any bribes, illegal payments, or illegal political contributions; or provided cash, gifts, or other benefits in violation of applicable law; or taken any other action in violation of any applicable anti-bribery or anti-corruption law.

14.2. The Partner Services, including the technology on which they operate and any related software applications, may be subject to export control laws and sanctions of the United States, the European Union, the United Kingdom (collectively, **Sanctions Authorities**) and other jurisdictions. You and we (on behalf of ourselves and our affiliates) each represent that you and we are not: (i) targeted by sanctions administered by any Sanctions Authority; (ii) organized under the laws of or located in a country or territory targeted by comprehensive sanctions administered by any Sanctions Authority (each a **Sanctioned Country**); (iii) the government of a Sanctioned Country; or (iv) owned, controlled, or acting on behalf of any person or government described in (i), (ii), or (iii).

15. FORCE MAJEURE

Neither party shall be responsible or liable for any delay or failure in the performance of any obligation under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, work stoppages, or other industrial disputes, accidents, failure of telecommunications networks or the internet, act of God, civil or military disturbances, acts of war or terrorism, nuclear or natural disasters, pandemics, or interruptions, loss, or disruption of other

utilities (a **Force Majeure Event**). However, a force majeure event shall not relieve a party of its payment obligations. If the circumstances of a force majeure persist for more than forty-five (45) days, the non-affected party may terminate the Agreement immediately upon written notice.

16. MISCELLANEOUS PROVISIONS

16.1. This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, written or oral agreements between the parties in relation to the subject matter thereof.

16.2. If any clause under this Agreement is deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Agreement, which will continue to be applicable and binding on the parties.

16.3. The parties are each independent contractors, and shall not be deemed franchisees, agents, joint ventures or legal representatives of each other, and neither party hereto is authorised to bind the other party or otherwise act in the name of or on behalf of the other party.

16.4. There are no third-party beneficiaries under this Agreement.

16.5. Unless otherwise foreseen in this Agreement,

(a) This Agreement and any amendments thereto may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument;

(b) Notices may be delivered by email to the email-address indicated in the Enrolment Form;

(c) A signature delivered by electronic or facsimile transmission shall be effective to bind the executing party.

16.6. The Partner may not assign or transfer this Agreement, or any portion thereof, to any third party without Perk's express written consent (consent not to be unreasonably withheld). Perk will have the right to assign or transfer this Agreement, by giving prior notice to Partner, to Perk affiliates, or any successor in connection with its merger or the sale of all or substantially all its assets.

17. DISPUTE RESOLUTION

17.1. The parties shall endeavour to resolve amicably and expediently any disputes arising from or relating to this Agreement. Where a party becomes aware that such a dispute has arisen, it shall notify the other party in writing of the dispute and any steps which it considers the other party should take to resolve it (a **Dispute Notice**). Following the issue of a Dispute Notice, the parties shall convene promptly and in good faith for the purpose of resolving the dispute stated in the Dispute Notice (or any other matter reasonably related thereto). Should the parties fail to resolve their differences in writing within twenty-one (21) days of issue of the Dispute Notice, either party may consider alternative forms of legal resolution.

17.2. No part of this clause 17 shall prevent a party from seeking injunctive or interlocutory relief.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the territory set out in the table below. The parties shall submit any dispute arising out of or any claim related to this Agreement to the exclusive jurisdiction of such territory.

Partner's business domicile	**Perk Contracting Entity**	**Governing law and jurisdiction**
North America	Perk USA Inc.	Governed by and construed in accordance with the laws of the State of Delaware, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to this Agreement.
Germany, Switzerland or Austria	Perk Platform S.L.U.	Governed by and construed in accordance with the laws of the Federal Republic of Germany. Unless otherwise stipulated by mandatory law, the place of jurisdiction shall be Berlin.
France	Perk Platform S.L.U.	Governed by and construed in accordance with the laws of France. Unless otherwise stipulated by mandatory law, the place of jurisdiction shall be Paris.

United Kingdom	Perk UK Ltd.	Governed by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction to settle any dispute arising out of or related to this Agreement.
Any jurisdiction not specifically identified above	Perk Platform SLU	Governed by and construed in accordance with the laws of Spain. Any dispute arising out of or related to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Barcelona, Spain.

SCHEDULE 1 | IMPLEMENTATION PARTNER TERMS

These Implementation Partner Terms, including the Data Processing Addendum (together, the **Implementation Partner Terms**), are incorporated as Schedule 1 to the Terms. They supplement and form an integral part of the Terms and govern all implementation and other related professional services performed by the Partner under the Partnership Program.

In the event of any conflict or inconsistency between the Terms and these Implementation Partner Terms, the Implementation Partner Terms shall prevail.

1. DEFINITIONS

For the purposes of these Implementation Partner Terms, the following definitions apply:

"Customer-Contracted Services" means Services that are contracted directly between the Partner and a Perk Customer.

"Deliverables" means any work product created or provided by the Partner in connection with the Services, including configurations, mappings, connectors, integrations, scripts, workflows, technical specifications, system or process documentation, test cases, training materials, reports, drafts, interim versions, or any other tangible or intangible output produced as part of the Services.

"Perk Customer" means the customer of Perk that receives the Deliverables or benefits from the Services under a Scope of Work.

"Scope of Work" means an order, statement of work, or similar document for Services that is executed by the Partner and the Perk Customer (or by Perk, where applicable).

"Services" means the professional services provided by the Partner under these Implementation Partner Terms, including any Deliverables, implementation work, configuration, integration, development, or other work products provided to the Perk Customer under this Agreement or any Scope of Work.

"Subcontracted Services" means Services that are subcontracted by Perk to the Partner for the benefit of a Perk Customer.

2. IMPLEMENTATION SERVICES

2.1. At Perk's sole discretion, Perk may engage You, or one of Your Affiliates, to perform Services under these Implementation Partner Terms. The specific Services and corresponding Deliverables for each engagement will be documented either:

(a) in a separately executed agreement between the Partner and the relevant Perk Customer (Customer-Contracted Services); or

(b) in a separately executed Professional Services Order Form between You and Perk, where the Partner provides subcontracted services to Perk (Subcontracted Services).

2.2. Scope of Work. The Partner shall be responsible for preparing, delivering, and executing a detailed Scope of Work for each implementation project. Each Scope of Work shall be developed in

accordance with the parameters mutually agreed between the Partner and the Perk Customer and shall reflect a prior assessment by the Partner that the customer requirements are feasible and supported by the current capabilities of the Perk Platform.

2.3. Partner Obligations. The Partner shall ensure that each Scope of Work (i) accurately reflects the parameters agreed with the Perk Customer, (ii) includes only requirements that the Partner has validated as feasible on the current Perk Platform, and (iii) is sufficiently detailed to enable effective project execution, and (iv) clearly allocates responsibilities, Deliverables, and dependencies, and sets a clear project timeline. The Partner shall be responsible for managing, performing, and completing all professional services in accordance with the applicable Scope of Work, the parameters, and industry-standard best practices. The Partner shall use reasonable endeavours to meet agreed upon timelines. The Partner will promptly notify Perk and the Perk Customer if the Partner encounters or reasonably expects to encounter delays or feasibility issues.

2.4. Change Order. If any change to the scope, Deliverables, or estimated effort of the Services becomes necessary, the Partner shall issue an updated change order setting out the corresponding adjustments to the fees, timelines, or other affected terms for the Customer's review and approval prior to implementation.

2.5. Acceptance and Remediation. Services provided by the Partner shall be subject to acceptance as follows:

(a) *Subcontracted Services.* Where Perk contracts the Services from the Partner on behalf of the Perk Customer, the following acceptance and remediation process applies:

(i) Test Period. The Perk Customer shall have a test period (as agreed in the applicable Scope of Work) to verify that the Services materially conform to the Scope of Work.

(ii) Remediation. If the Perk Customer reasonably determines that the Services do not materially conform with the specifications of the Scope of Work, the Partner shall have fifteen (15) days from receipt of a notice of non-conformance to remedy the deficiency and resubmit the Services for review.

(iii) Failure After Resubmission. If the Services still do not materially conform after resubmission, Perk may, by notice to the Partner: extend the test period for further remediation; accept the deliverable as-is (without prejudice to any other rights); or terminate the applicable Scope of Work in accordance with Section 2.5(a)(iv).

(iv) Termination Remedy. If the Professional Services Order Form is terminated under Section 2.5(a)(iii): the Partner shall refund all fees paid for the rejected Deliverable and any pre-paid unused fees, including any elements of the Services the value of which was materially degraded due to the missing deliverable; and Perk shall have no obligation to pay any further fees under the terminated Scope of Work.

3. Customer-Contracted Services

3.1. Where the Partner performs Customer-Contracted Services, the Partner shall ensure that its agreements with the applicable Perk Customer contain terms that are materially consistent with the obligations applicable to Customer-Contracted Services under these Implementation Partner Terms.

3.2. Upon Perk's written request, the Partner shall provide Perk with copies of the relevant customer agreements (which may be redacted for commercially sensitive information) solely to allow Perk to verify the Partner's compliance with this Section. Perk will treat all such agreements as the Partner's Confidential Information.

4. DOWNSTREAM SUBCONTRACTING AND PARTNER AFFILIATES

4.1. The Partner may, with Perk's prior written consent (not to be unreasonably withheld) and subject to these Implementation Partner Terms and the DPA, subcontract its duties or obligations to a third party or an affiliate. The Partner shall remain fully liable and responsible for the acts and omissions of any subcontractor, and for the full and proper performance of all obligations under its agreement with the Perk Customer or under any applicable Professional Services Order Form.

4.2. Partner affiliates may, with Perk's prior written approval (not to be unreasonably withheld) contract with Perk (for Subcontracted Services) or a Perk Customer in accordance with the Terms and these Implementation Partner Terms. The Partner is responsible for its Partner affiliates' compliance with the Terms, these Implementation Partner Terms and each contract executed with a Perk Customer or Professional Services Order Form.

5. FEES AND PAYMENT TERMS

[This clause 5 supplements clause 5 (Fees and Payment) of the Partner Terms.]

5.1. Where the Partner provides Subcontracted Services, Perk shall pay the Partner the fees set out in the Professional Services Order Form. The Parties may agree that fees are payable monthly or upon completion of the applicable implementation project, as specified in the relevant Professional Services Order Form.

5.2. Where the Partner provides Customer-Contracted Services, Perk shall have no responsibility or liability for the payment of any fees or expenses owed by the Perk Customer to the Partner.

6. CREATION OF DELIVERABLES

6.1. Generally. The Partner will independently create all Deliverables, except that the Partner may use Subcontractors in accordance with Section 4.1 and Third-Party Materials in accordance with Section 6.2.

6.2. Third-Party Materials. The Partner will not incorporate into or include with any Deliverable any Third-Party Materials unless the Partner (a) has specifically identified in reasonable detail such Third-Party Materials in the applicable Scope of Work and (b) has obtained, at its own expense, any third-party rights necessary to license the Third-Party Materials to the Perk Customer.

6.3. Open Source. The following provisions apply to the extent that any Third-Party Materials consist of Open Source:

(a) *List*. The Partner will list each individual item of Open Source (including any other code incorporated in such code) and include complete related license and copyright attribution information.

(b) *No Copyleft*. Unless otherwise specified for a particular Deliverable in a Scope of Work, in no event will the Partner incorporate into or include with any Deliverable any Open Source licensed under a copyleft license.

6.4. Ownership and Licensing of Deliverables. The ownership and licensing framework for Deliverables created by the Partner in connection with the Services depends on whether the Services are subcontracted by Perk or contracted directly by the Customer, as set out below.

(a) *Subcontracted Services.* Where the Partner performs Services subcontracted by Perk, all right, title, and interest in and to the Deliverables shall vest in Perk upon creation. The Partner shall, and hereby does, assign to Perk all such rights to the extent permitted by law.

(b) *Customer-Contracted Services.* Where the Partner performs Customer-Contracted Services, the Partner shall grant Perk a perpetual, worldwide, non-exclusive, non-transferable, irrevocable, royalty-free license (with no right to sublicense, except to its Affiliates) to access and use the Deliverables as necessary for Perk to support the Customer's use of the Perk Services.

7. INTELLECTUAL PROPERTY

[This clause 7 supplements clause 7 (Intellectual Property) of the Partner Terms]

7.1. The Partner represents and warrants that:

(a) *All Necessary Rights.* The Partner has and will have all necessary rights to grant the licenses and make the assignments set forth in these Implementation Partner Terms and each Scope of Work (including having all necessary assignment agreements or other proprietary rights agreements in place with employees and Subcontractors and licenses with licensors).

(b) *Non-Infringement.* Neither the Services nor Deliverables, nor any element thereof, will (i) infringe the intellectual property rights of any third party, (ii) incorporate any third-party confidential information or (iii) be subject to any restrictions, liens, pledges, security interests, encumbrances or encroachments.

(c) *No Clearances Required.* The Perk Customer's (and its licensees') exercise of all rights assigned and licensed by the Partner will not require any third-party consents or clearances or payment of any fees, residuals or other amounts of any kind to any third party (including union or guild fees, publicity rights clearances or music synchronization or mechanical license fees).

7.2. No Litigation. The Partner represents and warrants that there are no pending actions pertaining to the Partner, the Services or the Deliverables that could affect either party's ability to fully perform its duties, exercise its rights or expose it to liability. The Partner will notify Perk immediately if the Partner becomes aware of any such actual or threatened actions.

7.3. No Harmful Code. The Partner represents and warrants that the Services and all Deliverables will be free of any (a) viruses or (b) features that enable disabling, timing out, remote monitoring or collection of data that are not expressly disclosed in the Scope of Work.

7.4. Use of Perk Platform and API. The Partner may access to and use the Perk Platform, including Perk's API, developer tools, and related technical resources to the extent necessary to perform the Services under these Implementation Partner Terms. Such access and use are governed by Perk's Developer and Marketplace Terms, and the Partner must at all times comply with the material provisions of Perk's Terms and Use, as updated from time to time, when interacting with the Perk Platform.

7.5. Customer Data. Nothing in these Implementation Partner Terms transfers any intellectual property rights in customer data of Perk Customers. The Partner may use customer data solely to the extent necessary to perform the Services and strictly in accordance with the DPA and customer instructions.

8. CUSTOMER MATERIALS AND SYSTEMS

8.1. Customer Materials. The Partner may use any content or materials of any kind that the Perk Customer makes available to the Partner in connection with the Services (**Customer Materials**) solely to the extent necessary to provide the Services. Except for Partner's use rights specified in this Agreement, the Perk Customer retains all intellectual property rights and other rights in any Customer Materials.

8.2. Customer Systems. The Partner may access and use Perk Customer systems solely (i) to the extent expressly authorized by the Perk Customer, (ii) to the extent necessary to provide the Services to Customer and for no other purpose and (iii) in strict accordance with any time period, identified personnel, access control or other policies or instructions issued by Perk Customer.

8.3. Compliance. Without limiting the foregoing, the Partner warrants that it has adequate personnel, security and operational measures in place to comply with the obligations of this Section 8 and to ensure that it will not impair the security, integrity or availability of any Customer Materials or Customer Systems. Upon request by the Perk Customer, the Partner will timely provide such documentation, third-party audit reports or other information reasonably necessary for the Perk Customer to verify the Partner's compliance with these obligations.

9. DATA PROTECTION

9.1. The parties acknowledge that, to the extent the Partner performs Subcontracted Services and such Services involve the processing of Customer Personal Data on behalf of Perk or a Perk Customer, the parties shall adhere to and comply with the provisions set out in the DPA, which is hereby incorporated into and forms an integral part of this Agreement.

10. WARRANTIES

[This clause 10 supplements clause 9 (Warranties) of the Partner Terms.]

10.1. In addition to the warranties set out in clause 9 of the Partner Terms, the Partner warrants that:

(a) it will perform the Services with reasonable skill and care in accordance with industry-standard professional services practices;
(b) all personnel assigned by the Partner to perform the Services will be appropriately qualified and competent to perform their assigned tasks; and

(c) the Services and Deliverables will materially conform to the specifications set out in the applicable Scope of Work or Professional Services Order Form (**Services Warranty**).

10.2. If the Partner breaches the Services Warranty, the Partner shall, at no additional cost to Perk or the Perk Customer:

(a) re-perform or correct the defective Services or Deliverables within a reasonable time; or
(b) if the Partner is unable to correct the defect after good-faith efforts, refund the prorated amounts paid for the defective portion of the Services.

10.3. The Services Warranty is subject to:

(a) Perk or the Perk Customer providing the Partner with prompt written notice of any alleged non-conformity, including reasonable detail;
(b) Perk or the Perk Customer providing reasonable cooperation, including facilitating access to relevant systems, information, and personnel as necessary for the Partner to investigate and remediate the issue; and
(c) the Deliverables not having been modified, altered, or misused by Perk, the Perk Customer, or any unauthorised third party.

11. LIABILITY

[This clause 11 supplements clause 11 (Liability) of the Partner Terms.]

11.1. Where the Partner provides Customer-Contracted Services, Perk shall have no liability to the Partner or the Perk Customer in relation to such Services.

12. TERM AND TERMINATION

[This clause 12 supplements clause 13 (Term and Termination) of the Partner Terms.]

12.1. Perk may terminate this Agreement (in whole or in part) with immediate effect by written notice if the Partner materially breaches its security or privacy obligations under this Agreement, including failure to complete, pass, or maintain compliance with Perk's privacy and security assessment. Where the breach is remediable, Perk shall provide written notice and a reasonable remediation period; however, Perk may terminate immediately where required to protect the security, integrity, or confidentiality of the Perk Platform or Perk Customer Data.

12.2. Termination of this Agreement shall not affect any agreement between the Partner and a Perk Customer for the provision of Customer-Contracted Services. Such agreements shall continue in accordance with their terms, and the Partner remains solely responsible for all obligations arising thereunder.

12.3. Upon termination of this Agreement, any ongoing Professional Services Order Form under which the Partner provides Subcontracted Services shall automatically terminate. The Partner shall promptly deliver to Perk all completed work and work-in-progress, and Perk shall pay the Partner for Services properly performed up to the termination date, unless the Agreement was terminated due to the Partner's breach.