



NAGGING PANDA PARTNER AGREEMENT

Introduction to Terms and Conditions

1. Nagging Panda offers you the software platform and/or mobile application Platform, under brand name NAGGING PANDA (“**the Platform**”), which is a subscription service providing access to a variety of services (“**the Services**”), which are provided in accordance with the Nagging Panda Platform User Terms (“**User Terms**”).
2. Nagging Panda will reward individuals and businesses that actively promote subscription to the Nagging Panda Platform, through the creation of a Partner Program (“**the Program**”).

Nagging Panda Partner Agreement

3. To become a Nagging Panda Partner you must: (a) invite 10 paying subscribers onto the platform, (b) be accepted on the Program and (c) comply with the terms and conditions of this Partner Agreement. (d) complete the Nagging Panda Platform Online Training Seminar.
4. By completing the Partner Application Form and applying for registration into the Program you are accepting and agreeing to the terms and conditions set out in this Partner Agreement, as well as the User Terms, as updated or amended from time to time by Nagging Panda in its sole discretion, which are incorporated into this Partner Agreement by reference. Link: [User Terms](#)
5. If you are agreeing to this Partner Agreement not as an individual but on behalf of your company, organisation, firm, partnership or other corporate entity, then you agree and acknowledge that you are binding such entity to this Partner Agreement, and that you are fully authorised to do so.
6. Nagging Panda may update or modify this Partner Agreement from time to time in its sole discretion. All updates and modifications to this Partner Agreement will be published on the Nagging Panda website, and notice of relevant material updates and modifications to this Partner Agreement will be communicated to you via email, at the email address on record.

Acceptance of Application

7. Upon completion of the sign-on process in terms of 3 above, Nagging Panda will determine whether you are accepted to the Program or not and reserves the right to accept or decline any organisation or individual as a Nagging Panda Partner in its sole discretion.



8. Upon admission to the Program you will be given a Partner Identification Number which the platform will use to identify those subscribers who subscribe to the Platform as a result of your agency.

Ongoing Obligations

9. To maintain your status as a Nagging Panda Partner you must:
 - 9.1 Actively promote Nagging Panda to your existing and potential clients in a manner consistent with your professional and ethical obligations;
 - 9.2 Add at least one paid client subscription to your Partner account within 30 days of acceptance into the Program, and then maintain at least one paid client subscription to your Partner account on an ongoing basis;
 - 9.3 Ensure that you, or at least one member of your staff, is up to date with the Nagging Panda Platform at all times (and repeat online training may be required from time to time);
 - 9.4 Promote Nagging Panda on your website and or social media pages (if you have any) by maintaining an active hyperlink to www.naggingpanda.com;
 - 9.5 Adhere to the Nagging Panda Partner Code of Conduct;
 - 9.6 Adhere to the Nagging Panda Platform User Terms;
 - 9.7 Only use the Nagging Panda name or logo as set out in the Nagging Panda Marketing Pack or as approved by Nagging Panda in writing from time to time;
 - 9.8 Refrain from using the Nagging Panda name or logo in a manner which damages or is reasonably likely to damage the reputation of Nagging Panda in the marketplace; and
 - 9.9 Otherwise act in good faith in the offering and use of the Platform.
10. In order for the Platform to associate a subscriber with your Partner Identification Number you will need to generate a registration link from the Partner Portal which will automatically be sent to the subscriber for registration to take place.



Program benefits

11. Once you have been accepted to, and for as long as you remain part of, the Program, you will receive Revenue Share and other Benefits, which benefits may be modified or updated by Nagging Panda from time to time.
12. You will earn Points based on the number of tokens the subscribers that you have signed up to the Platform subscribe to receive each month.
13. You will earn 10% of the token subscription as points and your points will be adjusted up or down with the subscriber's token subscription should they change at any point.
 - a. For example, if your subscriber signs up for 210 tokens per month you will earn 21 points.
 - b. If the subscriber increases to 300 tokens per month you will earn the difference in points and move to 30 points
 - c. if the subscriber decreases to 100 tokens you will be adjusted to 10 points
14. Point movements will affect the tier you qualify for
15. Freemium users attract no points
16. Unlimited users earn you 100 points.
17. Pro users earn 10% of the included tokens plus any additional tokens,
18. Extra tokens purchased as one offs attract no points.
19. The points and corresponding revenue share percentages are as set out in the partner portal.
20. Initial Panda Partners will benefit from the flat 20% revenue share and will continue on this rate even when Nagging Panda changes the rates paid per Tier.
21. Although Nagging Panda collects subscriptions and calculates your Points and Revenue Share monthly, the amount owing to you in Revenue Shares will be paid out at the end of each quarter, being at the end of March, June, September and December. Nagging Panda will calculate your total Points allocation and you will be paid the designated percentage of the total monthly subscriptions that Nagging Panda has earned and received from the subscribers linked to you by your Partner Identification Number.
22. Any subscription non- payment, or subscription default will reduce the basis for determining the Revenue Share payable to you. Furthermore, for the avoidance of doubt, where a subscriber is charged a prorated monthly fee your revenue share will be calculated on the prorated subscription amount



23. The partner points allocation, per Tier, is determined by and in the sole discretion of Nagging Panda. Nagging Panda retains the sole right to determine all matters concerning the construct and the operations of the Partner Points scheme (including status level and the operation of the points system) from time to time. However, Nagging Panda shall not make any retrospective changes to the Points system.
24. Nagging Panda reserves the right to amend this Points system of the Program upon written notice at any time. Accordingly, these terms may be superseded and replaced by Nagging Panda at any time effective upon the online posting of modified points scheme.
25. Without changing any of the above, you may elect to waive the receipt of payment of the Revenue Share in favour of having the Revenue Share allocated as a discount on your subscribers' monthly subscriptions, which discount will be dependent on what Tier you are operating on (i.e. Partner, Silver, Gold or Platinum) at the time of each monthly subscription payment by your subscriber.

Duration of the Partner Agreement

26. This Partner Agreement is effective immediately upon your being accepted into the Program by Nagging Panda, and remains in force until:
 - 19.1 The Partner Agreement is terminated by either party for any reason by providing one month's notice in writing to the other party; or
 - 19.2 The Partner Agreement is terminated by either party, with immediate effect upon written notice being provided to the other party, for that other party's material breach of any of the terms of this Partner Agreement.
27. If the Partner Agreement is terminated for any reason, you will no longer be able to participate in, or receive the benefits of, the Program, with immediate effect from the termination date.
28. If the Partner Agreement is terminated for any reason, you will no longer be entitled to make use of the Nagging Panda name or logo, and you shall destroy any and all materials containing these as well as electronic copies thereof, with immediate effect from the termination date.
29. Notwithstanding the termination of this Partner Agreement, the Nagging Panda Platform User terms will continue to apply to your use of the Platform.



Relationship of parties

30. No agency, partnership, joint venture or employment is created between Nagging Panda and you as a result of this Partner Agreement. You are not authorised to create any obligation, express or implied, on behalf of Nagging Panda. You are an independent contractor.
31. You hereby give Nagging Panda the right to use your logo on its own or related product website(s) and social media channels to announce and make public that you are a Nagging Panda Partner.

Indemnity

32. You hereby indemnify Nagging Panda and Nagging Panda against any and all claims, costs, damages and/or loss that it may sustain or incur, as a result of any claim by a third party, including your clients and any Platform subscribers and users, arising from: (a) your acts or omissions including, but not limited to, your provision of professional services, implementation support, or other products or services, (b) your breach of this Partner Agreement.

General Provisions

33. This Partner Agreement is governed in all respects by the laws of the Republic of South Africa, but excluding the provisions relating to conflicts of law.
34. Nagging Panda reserves the right at any time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that Nagging Panda shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform.
35. This Partner Agreement and your rights and obligations under the Partner Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part by you. Any attempted instruction, delegation, or transfer in breach of the foregoing will be null and void.