



NAGGING PANDA PARTNER AGREEMENT

Introduction to Terms and Conditions

1. Welcome to the NAGGING PANDA software platform and/or mobile application (“**the Platform**”), which enables the person who uses the Platform (“**User**”), to use a variety of services (“**the Services**”). Access to the Platform and the use of the Services are governed by the Nagging Panda Platform User Terms (“**User Terms**”), which are available on the platform.
2. The Platform is owned and managed by TECHZOO CORPORATION FZCO , a company registered in Dubai Silicon Oasis, United Arab Emirates, with registration number DSO-FZCO-21245 (“**TECHZOO**”).
3. All references in this Agreement to NAGGING PANDA are references to the Platform as the product and all references to TECHZOO are references to the party with which you are contracting. However, for ease of reference and to avoid repetition the term NAGGING PANDA will be used to refer to both the Platform and TECHZOO where appropriate.
4. NAGGING PANDA seeks to reward individuals and businesses that actively promote subscription to the Platform, through the creation of a Nagging Panda Partner Program (“**the Program**”), the terms of which are set out in this Partner Agreement.
5. As an active Nagging Panda Partner you will enjoy the following benefits, subject to the terms and conditions contained in this Agreement:
 - 5.1 You will be entitled to discounted subscription as a User of the Platform; and
 - 5.2 You will be entitled to a share of the revenues generated from subscriptions that are linked to your profile; alternatively you will be entitled to earn discounts for those subscribers linked to your profile.



Nagging Panda Partner Agreement

6. To become a Nagging Panda Partner you must: (a) complete the online Partner Application Form; and (b) be accepted on the Program by NAGGING PANDA ; and (c) complete the Nagging Panda Platform Online Training Seminar; and (d) comply with the terms and conditions of this Partner Agreement.
7. 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 and the User Terms, as updated or amended from time to time by NAGGING PANDA in its sole discretion, and which are incorporated into this Partner Agreement by reference.
8. If you are agreeing to this Partner Agreement on behalf of your company, organisation, firm, partnership or other corporate entity, you agree and acknowledge that you are binding such entity to this Partner Agreement, and that you are fully authorised to do so.
9. 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 notices of material updates and modifications to this Partner Agreement will be communicated to you via email, at the email address on record.

Acceptance of Application

10. Upon completion of the sign-on process in terms of paragraph 6 above, NAGGING PANDA will determine whether or not you are accepted to the Program and reserves the right to accept or decline any organisation or individual as a Nagging Panda Partner, in its sole discretion.



11. Upon admission to the Program you will be given a Partner Identification Number, which will be used to identify those subscribers who subscribe to the Platform because of your introduction or referral.
12. For the Platform to be able to link a subscriber with your Partner Identification Number, you must generate a registration link from the Partner Portal, which will automatically be sent to the subscriber, which enables registration to take place and effects the link with your Partner Identification Number.

Ongoing Obligations

13. To maintain your status as an active Nagging Panda Partner you must:
 - 13.1 Actively promote the Nagging Panda Platform and offer the Services to your existing and potential clients in a manner consistent with your professional and ethical obligations;
 - 13.2 Add at least one paid client subscription to your Partner account within 90 days of acceptance into the Program, and thereafter maintain at least one paid client subscription in your Partner account on an ongoing basis. If you don't you will lose your subscription discount and be charged the full Nagging Panda Subscription at the then going rates for the Subscription Month (in accordance with the User Terms);
 - 13.3 Ensure that you, or at least one member of your staff, is up to date with the operation of the Platform at all times, where occasional prescribed online training may be required from time to time;
 - 13.4 Promote the Platform on your website and social media pages, by maintaining an active hyperlink to www.naggingpanda.com;
 - 13.5 Adhere to the Nagging Panda Partner Code of Conduct;
 - 13.6 Adhere to the Nagging Panda Platform User Terms;



- 13.7 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;
- 13.8 Otherwise act in good faith in the offering and use of the Platform; and
- 13.9 Refrain from using Nagging Panda name or logo in a manner which damages or is reasonably likely to damage the reputation of NAGGING PANDA in the market place.

Program benefits

14. Once you have been accepted to, and for as long as you remain part of, the Program and compliant with the terms and conditions of this Agreement, you will receive Revenue Share and other benefits, set out below, which benefits may be modified or updated by NAGGING PANDA from time to time.

Monthly Subscription Discount as a User of the Platform

15. The first benefit you receive as an active Nagging Panda Partner is a discounted monthly subscription as a User of the Platform, which discount will depend upon your Partner Tier.

Earning Points for Revenue Share

16. In addition to a discounted monthly subscription, you will earn Points based on the number of Tokens which your subscribers have subscribed for in any given month (see User Terms). The number of Points is equal to 10% of the number of qualifying Tokens subscribed for in any given month.
17. The Points you accumulate determine your Partner Tier and the level of benefits you will receive. Each Partner Tier has a different Revenue Share, which is the cash pay-out to you based on the value of the subscriptions linked to your Partner Identification Number,) or ,



alternatively the Subscription Discount for the benefit of the subscribers linked to your Partner Identification Number.

18. Your points will be adjusted upwards or downwards when one of your subscribers changes a Subscription Plan, for example:

18.1 If your subscriber subscribes for 210 Tokens per month you will earn 21 Points;

18.2 If your subscriber then upgrades the Subscription Plan to 300 Tokens, you will be awarded 9 more points, giving you a total of 30 Points for that subscriber; or

18.3 if your subscriber downgrades their Subscription Plan to 100 Tokens, your points will be reduced to 10 Points for that subscriber.

19. In addition to the above, the following terms and conditions apply to your Points:

19.1 The number of Points that you earn will affect the Partner Tier for which you qualify and the level of your Revenue Share and other benefits;

19.2 Only paying subscriptions are counted, and Freemium Users will result in no Points being allocated to you;

19.3 Only subscription Tokens are counted, and points are not earned on Non-recurring Tokens purchased by the subscriber during the Subscription Month;

19.4 Where a subscriber is an Unlimited User you will earn 180 Points for that month; and

19.5 Where the subscriber is a Pro User you will earn 10% of the number of Tokens subscribed for in a month, which includes the number of Tokens in the standard package and any additional Tokens that are subscribed for, but specifically excluding Non-recurring Tokens.



- 19.6 Points are only awarded or subtracted at the time of a subscription or subscription change. Points are not applied for each month of a subscriber's ongoing subscription.
20. The Partner Tier schedule and the corresponding Revenue Share percentages or the Subscription Discounts for the subscribers linked to your Partner Identification Number, are as set out in the table in the Partner Portal, to which you have access once registration as a Nagging Panda Partner is approved. NAGGING PANDA reserves the right to adjust the Partner Tier parameters and the Revenue Share and Subscription Discount percentages from time to time. However, NAGGING PANDA will not make any retrospective changes to the Points or the benefits.
21. NAGGING PANDA will calculate your total Points allocation and you will be paid the specified percentage of the total monthly subscription fees that NAGGING PANDA has earned and received from the subscribers linked to your Partner Identification Number. Although NAGGING PANDA collects subscriptions and calculates your Points and Revenue Share monthly, the amount owing to you in Revenue Share will be paid out at the end of each quarter, being at the end of March, June, September and December.
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. NAGGING PANDA reserves the right to amend the Program upon written notice at any time. Accordingly, the terms and conditions of this Partner Agreement may be amended or replaced by NAGGING PANDA at any time, effective upon the online posting of the amended or replacement Partner Agreement; provided that the revised terms and conditions shall not apply retrospectively, unless required by Applicable Law.



User Subscription Discount as Alternative to Revenue Share

24. Without changing any of the above, you may elect at the time of application 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. The level of the discount will depend on the Partner Tier on which you are operating (i.e. Partner level: Silver, Gold or Platinum) at the time of each monthly subscription payment by your subscriber. This discount is reflected in the Partner Tier Schedule on the Partner Portal

Duration of the Partner Agreement

25. This Partner Agreement is effective immediately upon your being accepted into the Program by NAGGING PANDA, and remains in force until:

25.1 The Partner Agreement is terminated by either party for any reason by providing one month's notice in writing to the other party; or

25.2 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.

26. Should you terminate the Partner Agreement for any reason or should NAGGING PANDA terminate this Partner Agreement as a result of your breach of the terms and conditions, you will no longer be able to participate in, or receive the benefits of, the Program, with immediate



effect from the termination date. The Points earned in the termination month will be of no value and no Revenue Share or Discounts to subscribers will apply in the termination month. Any subscribers referred or introduced by you will nevertheless continue as Users, without being linked to your Partner Identification Number.

27. On the other hand, should NAGGING PANDA terminate the Partner Agreement for reasons that do not relate to your breach of the terms and conditions of the Agreement, then notwithstanding the termination, you will still be entitled to continue to receive a Revenue Share (or to allocate the Subscription Discount) in respect of those subscribers that are linked to your Partner Identification Number as at the termination date, and for so long as the subscriber remains a User and NAGGING PANDA receives a subscription fee; provided that:

27.1 Should the subscriber cease to be a User and later reregister, you will no longer be linked to that subscriber;

27.2 Should the subscriber upgrade its subscription package, the benefits will be increased accordingly; and

27.3 Should the subscriber downgrade its subscription package, the benefits will be reduced accordingly.

28. In any event, 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, if you remain a registered User 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.

Intellectual Property

- 32.Nothing in these T&Cs grants you any rights in and to the Platform, or any intellectual property related thereto. TECHZOO will own all right, title and interest in and to the Platform, and any and all intellectual property related thereto (save where licenced from third parties), which will include all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein (even if these have been in response to a suggestion by you). You hereby waive any right or interest in the Platform and, if required by applicable law, you hereby cede and assign any and all rights therein to NAGGING PANDA at no charge.

Limitation of Liability

- 33.In no event will TECHZOO be liable to you in contract and/ or delict (including negligence), for any indirect, exemplary, special, punitive, incidental or consequential losses or damages of any kind whatsoever and howsoever caused, even if foreseeable or if TECHZOO has been advised of the possibility of such damages (including loss of profits, loss of goodwill, loss of data, loss of business, loss of revenue), arising under or in connection with access to the Platform or the provision and use of the Services.
- 34.Furthermore, under no circumstances will TECHZOO's aggregate liability for damages exceed the amount of the Revenue Share owing to you in terms hereof.

Indemnity

35. You hereby indemnify TECHZOO 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.

Breach

36. Should any Party commit a breach of this Agreement, the aggrieved Party shall be entitled to give the defaulting Party notice in writing calling upon the defaulting Party to remedy the breach. Should the defaulting Party fail to comply with such notice within 3 (three) Business Days of receipt of such notice, then, without prejudice to any other rights the aggrieved Party may have in law, the aggrieved Party shall be entitled to enforce performance in terms of this Agreement, without prejudice to any right the aggrieved Party may have to claim damages from the defaulting Party.

Arbitration

37. Should any dispute, disagreement or claim arise between the parties (called hereafter “the dispute”) concerning this agreement, then either Party may submit the dispute for final and binding resolution in accordance with the Rules of the Arbitration Foundation of Southern Africa (“the Foundation”) by a single arbitrator as agreed to by the parties, or failing which is appointed by the Foundation; provided that nothing in this clause shall prohibit a Party from approaching a court of



competent jurisdiction for an order for urgent and/or interim relief pending the outcome of the arbitration.

38. The Arbitration shall be held in front of one Arbitrator with the hearing being held in English and in Johannesburg, South Africa (unless otherwise agreed in writing).

General Provisions

39. This Partner Agreement is governed in all respects by the laws of the Republic of South Africa, excluding the provisions relating to conflicts of law.

40. The Agreement, as amended from time to time by written notice from TECHZOO, is the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and substitutes all prior or contemporaneous communications and understandings between the parties.

41. This Agreement and your rights and obligations under the Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part by you without TECHZOO's express prior written consent, which may be withheld at TECHZOO's sole discretion. Any attempted instruction, delegation, or transfer in breach of the foregoing will be null and void.

42. TECHZOO may assign, delegate, or transfer this Agreement, in whole or in part, or any of its rights under the Agreement to any third party without your prior written consent.

43. TECHZOO's failure to insist upon or enforce strict performance of any provision of the terms and conditions agreed upon will not be construed as a waiver of any provision or right. No waiver of any of these terms and conditions will be deemed a further or continuing waiver of such term or condition or any other term or condition.



44. You will respect and comply with all applicable laws and regulations related to Personal Data, where “Personal Data” means personal information or personal data, as defined in applicable law, for example in the South African Protection of Personal Information Act (4 of 2013) , as it relates to your customers and Users of the Platform.

45. TECHZOO reserves the right at any time to modify or discontinue, temporarily or permanently, the Program (or any part thereof) with or without notice. You agree that TECHZOO shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Program.