

Positive Affiliate Partner Agreement

This Affiliate Partner Agreement (hereafter referred to as “**Agreement**”) contains the complete terms and conditions of the agreement between you (hereafter referred to as “**Affiliate**” or “**Partner**”) and Positive Group France SAS (“**Program Operator**”), acting on its behalf and as agent for the various group entities that own and operate the Brands listed below (“**Brand Owners**”), a company incorporated under the laws of France with SIREN number 509568598 and its registered office at 3 avenue Antoine Pinay, Parc d’activité des 4 vents, 59510 Hem, France, regarding your engagement in the Positive Affiliate Partner (the “**Program**”), which encompasses the promotion of our various products and brands, including but not limited to User, Signitic, Surfer, noCRM and rapidmail.

We may update this agreement from time to time. If we update this agreement we will let you know by email. If you don’t agree to the update, you may choose to terminate as described below.

This agreement are only available in English to avoid potential contradictions between translated versions.

By agreeing to our Affiliate Partner Program you are agreeing to the following terms and conditions:

1. Definitions

The capitalized terms used in these Affiliate Partner Terms, both in the singular and the plural, are understood to have the meaning as described in this article.

- a. **Account:** means the specific affiliate account created by the Program Operator for the Partner on our designated affiliate management platforms to track performance and commissions. Partner uses this account to access a personal dashboard, retrieve tracking links, and monitor real-time performance and Commissions.
- b. **Affiliate Link:** means the unique tracking URL provided to you to promote the Brands on your Website or through other approved channels.
- c. **Affiliate Lead:** means a prospective customer who clicks on the Affiliate Link and who was not an existing or past customer of any of the Positive Group’s Brands at the time of the click.
- d. **Affiliate Program (or “Program”):** means the Positive Affiliate Partner program governed by this Agreement, allowing for the promotion of one or several Brands.
- e. **Agreement:** means this Positive Affiliate Partner Agreement, including all policies, annexes, and guidelines referred to herein.
- f. **Intellectual Property Rights:** means all rights including but not limited to copyrights, trademarks, brand names, logos, and domain names belonging to the respective Brand Owners or the Partner. The Partner acknowledges that these rights are held by the Brand Owners and not by the Program Operator.

- g. **Brands:** The various software solutions owned and operated by the respective Brand Owners within Positive Group , specifically rapidmail, noCRM, Signitic, Surfer and User.
- h. **Brand Owner:** means the Program Operator or the specific legal entity within Positive Group that owns, develops, and operates a given Brand, and on whose behalf the Program Operator acts for all Program-related matters pertaining to that Brand.
- i. **Commission:** means the financial remuneration due to the Partner for each Referred Customer, according to the specific rates applicable to each Brand. Regardless of which internal entity carries the cost of the commission, the Partner will receive a consolidated payment and a single billing statement via the Affiliate Tool.
- j. **Referred Customer:** means a new customer who has legally registered for and purchased a subscription to one of the Positive Services following a redirection via an Affiliate Link.
- k. **Program Operator (also "We", "Us", "Our"):** means Positive Group France SAS, which administers and coordinates the Program centrally on its own behalf and also as agent for the Brand Owners.
- l. **Positive Content:** means all information, text, graphics, images, video, or software provided by us to help you promote the Brands.
- m. **Positive Services:** means the subscription-based SaaS products developed and maintained by the Brand Owners under its various solutions (e.g., Marketing & Sales CRM, Email signature management and AI search).

For the avoidance of doubt, Positive Services do not include implementation, manual training, consulting, or third-party fees, which are not eligible for Commission.

- n. **Website(s):** means the official websites of the Brands (e.g., www.nocrm.io, www.user.com, etc.) or any other URL designated by the Program Operation.
- You (also "Partner" or "Affiliate"):** means the legal entity or entrepreneur entering into this Agreement to provide Referral Services.
- o. **Your Website:** means the website(s) or digital channels owned or legally operated by you to promote the Positive Services.
- p. **Your Account:** account registered for you on Positive's solutions, for the purposes of Affiliate Program.

2. Purposes and Restrictions of this Agreement

- a. The purpose of the **Affiliate** in the context of this Agreement is to identify prospective customers (hereafter referred to as "Affiliate Leads" or "Referred Customer"), refer them to the **Positive Services**, and have them subscribe to the use of one or more of the **Positive's Brands** (hereafter referred to as "Referral").
- b. The Affiliate is free to choose the methods of contacting and communicating with prospective customers. However, the Affiliate **must not**:

- i. **Illegal Use:** Use the Program for any illegal or unauthorized purposes. You must not, in the use of the Program, violate any laws (including but not limited to copyright laws) in any relevant jurisdiction.
- ii. **Brand Damage:** Use any of the **Brands'** trademarks and assets (including logos, icons, user interfaces, and names such as "noCRM.io", "Signitic", "SurferSEO", "Sarbacane", "User" or "Rapidmail") in any manner that damages, disables, overburdens, or impairs the Program Operator or the relevant Brand Owner.
- iii. **Misrepresentation:** Misrepresent the relationship between the Affiliate and the Program Operator or any Brand Owner or imply an exclusive or official partnership beyond the scope of this Program.
- iv. **Prohibited Content:** Use the **Brands'** assets in relation to products, services, or websites that may be considered sexually explicit, vulgar, or offensive; obscene, defamatory, negative, or otherwise unlawful; or religiously or racially offensive or otherwise promoting hate towards individuals or groups; or that violates any applicable laws.
- v. **Domain Squatting:** Purchase or register any URLs or social media handles containing any of the **Brands'** names or misspelled variations as the web address.
- vi. **Subdomains:** Use any **Brand** name or its variations as subdomains without prior written consent from the Program Operator.
- vii. **Spam:** Engage in the distribution of mass emails (spam) referencing or mentioning the **Brands**, the Program Operator, or any Brand Owner. All promotional emails must comply with applicable anti-spam laws (e.g., GDPR, CAN-SPAM Act) and be sent only to recipients who have explicitly opted-in.
- viii. **Search Engine Marketing (SEM) Restrictions:** Use any advertising methods, such as Google Ads or Bing Ads, to bid on or target the **Brands'** names, trademarks, or slogans (e.g., "noCRM", "User", "Signitic", "rapidmail" and "Surfer") in order to generate traffic away from any website owned or operated by any Brand Owner
- ix. **Coupon & Discount Policy:** The Affiliate may only use coupons or discount codes specifically provided to them by the Program Operator. The Affiliate is strictly prohibited from promoting the Brands on third-party "coupon", "deal", or "discount" websites. Furthermore, bidding on search engine keywords such as "[Brand Name] + coupon" or "[Brand Name] + discount" is forbidden to avoid capturing existing traffic from the Program Operation's official websites.
- x. **Customer Feedback & Reputation:** The Program Operator reserves the right to conduct satisfaction surveys with Referred Customers. If the Program Operation determines that the Affiliate's promotional methods are causing damage to its reputation or resulting in poor customer experiences, the Program Operator may terminate this Agreement immediately.
- xi. **Brand Consistency:** The Affiliate shall maintain at all times the **Brands'** image, communication standards, and mission while performing their obligations under the Program.

- xii. **Self-Referral:** You are not allowed to sign up for any of the Positive Services through your own Affiliate Link. Commissions will not be paid for self-referrals or accounts created for personal use.
- c. **Pricing and Policy:** Prices charged for the **Positive Services** sold under this Program are determined solely by the relevant Brand Owner in accordance with the pricing policies displayed on the respective Brands' websites.
- d. **Sanctions:** Any violation of this Agreement may result in the immediate termination or suspension from the **Positive Affiliate Partner Program** and the forfeiture of any outstanding Commissions earned during or as a result of the violation.

3. Eligibility and Application Process

Upon receiving your application, the Program Operator will review your profile and may request additional information to determine Program eligibility. In order to ensure a successful application process, the Affiliate must meet the following conditions:

- **Brand Awareness:** Be familiar with Positive Group's mission and the various Positive Services (including User, Signitic, Surfer, etc.) you intend to promote.
- **Complete Information:** Provide your full name, a valid email address, a professional phone number, the name of the organization you represent (if applicable), and the specific channels you will use for promotion (e.g., your Website, LinkedIn profile, YouTube channel, or other social media platforms).
- **Legal Status:** Be able to legally invoice the Program Operator and provide all necessary tax documentation to receive payments.
- **Agreement:** Explicitly agree to the terms and conditions of this Agreement.

Discretionary Approval: The Program Operator reserves the right to accept or deny any application to be part of the Affiliate Program for any reason at its sole discretion. Once accepted, the Program Operator will activate your Affiliate account and provide the necessary assets.

Non-Exclusivity: The right to perform Referral Services is provided on a non-exclusive basis. The Program Operator and the Brand Owners may engage other partners and remains entitled to perform its own promotional activities.

Relationship of the Parties: The Parties do not form a legal partnership, joint venture, or employer-employee relationship. The Affiliate is an independent contractor and is not authorized to enter into agreements on behalf of the Program Operator or any Brand Owner.

Prohibited Organizations: The Program Operator will deny any application from political and/or religious-affiliated organizations.

4. Referrals and Tracking

Your Affiliate account allows you to track your referrals, request payments, and access your unique Affiliate Links for the various Brands. You will earn a Commission for every Referred Customer, provided they strictly meet the following terms and conditions:

- a. **Tracking Link:** The Referred Customer must sign up for the Positive Services using the specific Affiliate Link provided to you by the Program Operator for the relevant Brand, and
- b. **Cookie Duration (90 Days):** All links place a tracking cookie within the user's browser that remains active for a period of 90 days. The Referred Customer must sign up for a trial or a subscription for the relevant brand within these 30 days for the referral to be attributed to you, and
- c. **Free Trial Periods:** Each Brand (noCRM, Signitic, etc.) has its own specific Free Trial Period (e.g., 14 days or more). The Referred Customer will follow the standard trial period of the Brand they signed up for, and
- d. **Payment:** A Commission is only valid once the **Referred Customer** has completed their trial period and made a successful, non-refundable payment for a subscription.
- e. **Independence:** The Referred Customer must not belong to your own company, your group of companies, or be an entity in which you have a financial interest; and
- f. **IP Address Matching:** Commissions will not be attributed if the Referred Customer shares the same IP address as the Affiliate at the time of signup or payment, to prevent self-referral or fraudulent account creation.

5. Referral Fees (Commissions) and Payments

- a. The Commission will be calculated on the following basis:
 - i. Tier 1: Base Commission (Standard)
 1. Rate: 30% of the net (untaxed) margin generated from Referred Customers.
 2. Duration: Valid for the first 12 months from the date of the customer's initial subscription.
 3. Eligibility: Default level for all Affiliates across all Positive Group Brands.
 - ii. Tier 2: Scale Commission (Performance)
 1. Rate: 40% of the net (untaxed) margin for new Referred Customers.
 2. Duration: Valid for the first 12 months of the customer's subscription.
 3. Unlock Condition: Reaching an ARR (Annual Recurring Revenue) threshold within a calendar year (Jan–Dec):
 4. Multi-product: €10,000 ARR across at least 2 different Brands.
 5. Single-product: €15,000 ARR on 1 Brand.
 6. Maintenance: A minimum of €5,000 ARR per year is required to maintain this tier. Performance is reset on January 1st; for mid-year joins, thresholds are prorated.

Both the commission rate and the commission duration (length) may be increased at the Program Operator's sole discretion based on the Affiliate's performance and the volume of revenue generated. Commissions are only considered earned once the Referred Customer has completed the specific free trial period applicable to the

relevant Brand and made a successful, non-refundable payment. All payments are calculated on net amounts, excluding VAT, sales taxes, and any non-subscription service. Unless otherwise agreed in writing, Commissions apply only to standard self-service subscription plans. Custom 'Enterprise' contracts, which require direct involvement from the relevant Brand Owner's Program Operation's internal sales team, are excluded from the standard Affiliate Program.

- b. If a Referred Customer's payments are charged-back, refunded, or canceled due to any payment fraud or payment dispute, the Affiliate will not receive any Commissions for those transactions. If a Commission has already been paid for a transaction that is later charged-back or identified as fraudulent across any of the Brands, the Program Operator reserves the right to deduct the corresponding amount from the Affiliate's future earnings or current balance. The Program Operator reserves the right to withhold or cancel Commissions if the churn rate of the Referred Customers brought by the Affiliate is abnormally high (e.g., more than 50% of referrals canceling within their first month). This is to prevent artificial or low-quality referrals.
- c. The Affiliate is paid accumulated Commissions on a monthly basis, provided that the total approved balance in the Affiliate's account reaches the payout threshold of 100€/€ (one hundred euros/dollars). If the balance is below this amount, it will roll over to the following month until the threshold is met. Payments are processed after the Program Operator receives a valid invoice from the Affiliate (where required) or through the designated affiliate platform. The Program Operator reserves the right to withhold Commission payments until it is fully ensured that the Referred Customer meets all terms and conditions specified in Section 4 (Referrals and Tracking) and that subscription payments have been legitimately received and cleared.
- d. Earned Commissions are paid monthly in Euros or US Dollars. There is a delay of 7 days after the end of each month before the Program Operator sends the payment. To account for potential refunds and the standard 'money-back guarantee' periods of our Brands, Commissions are subject to a 30-day pending period before being approved for payment. Only approved commissions count toward the 100€/€ threshold. You must reach a minimum of 100€/€ to receive a payment. If you don't reach this threshold, the balance is carried over to the next month. However, if the threshold is not met after 12 months, the accumulated commission is lost.
- e. The Affiliate acknowledges that the Program Operator does not issue formal invoices on behalf of the Affiliate. Instead, the Program Operator provides a monthly payout statement generated via the affiliate platform, reflecting the Commissions earned. The payout data visible to the Affiliate in the system constitutes the official record of the transaction. The Affiliate has a period of 14 (fourteen) days following the issuance of a payout to contest its content or amount. After this period, the payout and the associated record are deemed accepted and final.

- f. **Affiliate Information and Taxation.** For invoicing purposes, the Affiliate commits to providing all necessary information—including company name, registered address, registration number (SIRET/SIREN or equivalent), and payment details—as well as any updates to ensure the Program Operator can generate accurate invoices. All taxes, duties, or social contributions applicable to the Commissions received within the Affiliate’s country of residence remain the sole responsibility of the Affiliate.

Note for European Affiliates: * EU-based Affiliates (excluding France): You must provide a valid European VAT number. In accordance with EU tax laws, invoices will be issued without VAT (Reverse Charge mechanism).

French Affiliates: Invoices will be issued including French VAT (TVA), provided the Affiliate is subject to VAT.

- g. Payments are made via bank transfer for Europe-based companies and via PayPal for companies based outside of Europe.
- h. Any and all costs related to the engagement and participation in the Agreement is absorbed by the Affiliate Partner. The Program Operator is not obliged nor required to pay any fees other than the referral fees.

6. Referred Customer Data

The Program Operator will only share limited data related to the Referred Customer via the affiliate platform. This data includes the customer's name (or company name), a masked version of the customer's email address for identification purposes, the source of the referral, the commission amount, and the current status of the subscription (e.g., Trial, Referral, Paid Referral). The Affiliate must keep all data shared via the platform strictly confidential and shall not attempt to de-identify or further process this data for any purpose other than tracking their performance within the Program.

7. Assets

The Program Operator will provide the Affiliate with various sales and marketing materials, such as logos, screenshots, and presentations for the different Brands (hereafter referred to as “Assets”). To use these Assets, the Affiliate agrees to:

- a. **Authorized Use:** Use the Assets solely for the purpose of referring customers to the Positive Services (noCRM, Signitic, Surfer SEO, etc.) in accordance with this Agreement.
- b. **No Modifications:** Not modify or alter the provided Assets in any way without the Program Operator’s prior written consent.
- c. **Brand Integrity:** Ensure the Assets are always used in a manner that accurately reflects the Services, mission, and reputation of the relevant Brand.
- d. **Look and Feel:** The Affiliate shall not create or maintain a website or social media presence that so closely resembles the Brands' official Websites that it

could cause customer confusion. Using the Brands' color schemes or layout without clear differentiation is prohibited.

- e. Custom Materials: Obtain written approval from the Program Operator before using any marketing or promotional materials created by the Affiliate or a third party that mention the Brands, the Positive Services, or the Affiliate's relationship with the Program Operator.
- f. All Assets remain the exclusive and copyrighted property of of the respective Brand Owners.

8. Termination

The Agreement becomes effective upon your Affiliate Partner Program signup and acceptance of these terms. The contract remains active on an ongoing basis until terminated by either party.

Either party may terminate this Agreement at any time by providing a 14-day written notice. This notice must be submitted directly through the "Account Settings" or termination feature within the Affiliate Tool, or by sending an email to our support team.

Once the Agreement is terminated, the Program Operator will honor and continue to pay any outstanding Commissions to the Affiliate for the remaining duration of each Referred

Customer's specific commission period (limited to 12 (twelve) months from their initial subscription). No Commissions will be paid for any customer activity occurring after the individual 12-month limit of each Referred Customer has expired. This provision does not apply if the contract has been terminated due to a violation of this Agreement.

Any violation of this Agreement may result in immediate termination or suspension from the Program and the permanent loss of any outstanding payments earned during or as a result of the violation.

In the event of a dispute regarding the number of referrals or the amount of Commissions, the data recorded within the Program Operator's affiliate management platform shall be considered the sole authentic proof of performance.

9. Miscellaneous

The Program Operator reserves the right to update and change the terms of this Agreement at any time. Any changes will take effect at the next renewal of the contract. The Program Operator also reserves the right to deny payment of Affiliate fees earned through fraudulent, illegal, or questionable sales and marketing efforts.

All Commissions are exclusive of all taxes, charges, levies, assessments, and other fees of any kind imposed on the Affiliate's participation in this Agreement and Program. Such fees shall be the responsibility of, and payable by, the Affiliate. The Program Operator will pay VAT only if the Affiliate is a French incorporated company subject to VAT.

If any clause of this Agreement is or becomes null, ineffective, or non-binding, the Affiliate shall remain bound by all other clauses hereof, and the contract remains valid. The Affiliate

and the Program Operator are independent businesses. Participating in the Affiliate Partner Program in no way creates any kind of relationship (such as employment, partnership, or agency) between the parties outside what is specified in this Agreement. The Affiliate agrees to indemnify and hold the Program Operator harmless from any and all claims, damages, and expenses (including legal fees) arising from the Affiliate's breach of this Agreement, unauthorized use of Assets, or any illegal promotional activities.

All intellectual property rights related to the Brands and the Positive Services are owned and controlled by the respective Brand Owners. Participation in the Program does not grant the Affiliate any ownership of the Brand Owners' intellectual property rights. The Program Operator does not itself hold these rights. The Affiliate shall not assign or transfer any of its rights and/or obligations under this Agreement without the prior written consent of the Program Operator.

Limitation of Liability. To the maximum extent permitted by law, the Program Operator's and Brand Owners' total liability toward the Affiliate for any claim arising out of this Agreement shall not exceed the total amount of Commissions actually paid to the Affiliate during the 12 (twelve) months preceding the event giving rise to the claim.

This Agreement is governed by French Law. Any disputes arising from this Agreement shall be exclusively submitted to the "Tribunal de Commerce" de Lille Métropole, France.

10. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations (except for payment of earned Commissions) due to causes beyond its reasonable control. This includes, but is not limited to, internet outages, telecommunications failures, cyber-attacks (DDoS, malware), or infrastructure disruptions. In such events, the Program Operator will make reasonable efforts to restore tracking and payment services as soon as possible.