



MASTER AFFILIATE AGREEMENT

Below are the terms of use of Playroll Limited's Affiliate's Programme.

In the Agreement, you are referred to as "**You**" / "**the Affiliate**" which, if You are an entity, includes any affiliate company, meaning a company that directly or indirectly controls, is controlled by, is under common control with, or is otherwise in the same group of entities as the Affiliate.

For the purposes of the Agreement, Playroll Limited ("**Playroll**") and the Affiliate shall each be referred to as a "**Party**" and together the "**Parties**".

1. INTRODUCTION

- 1.1. Playroll engages in the business of facilitating international hiring through the provision of Employer of Record ("**EOR**"), Contractor Management and Global Payroll and related services ("**Playroll Services**").
- 1.2. The Affiliate will use a unique tracking link which entities may use to engage with Playroll.
- 1.3. The Parties enter into this Affiliate arrangement on the basis that:
 - 1.3.1. The Affiliate will utilise the unique tracking link to refer entities to Playroll in return for a potential referral fee ("**Referral Fee**"); and
 - 1.3.2. The Parties shall act in good faith at all times in respect of this arrangement and in the performance of their obligations herein.
- 1.4. The following documents, when read together, form the legal basis for the relationship between the Parties: (a) this Master Affiliate Agreement; (b) Schedule 1 which contains the Partner Terms and Conditions which can be found at [this link](#) ("**the Terms**"); (c) any annexures; (d) any other terms that the Parties agree to from time to time (collectively, "**Agreement**").

2. DEFINITIONS



2.1. For the Purposes of this Agreement, the following terms shall have the definitions assigned to them below:

2.1.1. **"GP"** means Global Payroll Manager;

2.1.2. **"MSA"** means any master services agreement entered into between Playroll and a Playroll Client that regulates the provision of one or more Playroll Services;

2.1.3. **"Affiliate"** shall mean the Affiliate, referring a Prospect or Referral to Playroll;

2.1.4. **"Playroll Client"** shall mean an entity that has signed an MSA with Playroll;

2.1.5. **"Prospect"** shall mean an entity that is interested or may be interested in using Playroll Services;

2.1.6. **"Referral"** means a Prospect who has been referred by the Affiliate to Playroll; and

2.1.7. **"Commission Fee"** means any amount/s due to the Affiliate by Playroll, as set out in clause 5 of this Agreement.

2.2. Any reference to "days" in this Agreement shall refer to calendar days, unless stated otherwise.

3. PARTNER TERMS AND CONDITIONS

3.1. The Affiliate agrees that it shall be bound by the Terms as amended from time to time and which hereby form part of this Agreement as Schedule 1. In the event of a conflict between this Agreement and the Terms, this Agreement (including any fee/tier schedule) will prevail.

4. ELIGIBILITY REQUIREMENTS

4.1. To join and remain in the program, the Affiliate must:

4.1.1. be 18 years or older (if the Affiliate is a natural person);

4.1.2. be legally permitted to enter into legal agreements; and



- 4.1.3. receive approval from Playroll to join the programme.
- 4.2. Playroll reserves the right to accept or reject any Affiliate at its sole and absolute discretion.

5. COMMISSION FOR SUCCESSFUL REFERRALS

- 5.1. For the purposes of this clause 5, the following terms shall have the definitions assigned to them below:
 - 5.1.1. **“Material Discussions”** shall mean any contact via phone meeting, web conference, or in-person meeting held for a sales pitch for Playroll’s Services, with a key executive or representative that holds the financial decision-making power to invest in Playroll’s Services;
 - 5.1.2. **“Successful Referral”** shall mean an entity that:
 - 5.1.2.1. clicks Your unique affiliate link;
 - 5.1.2.2. has not had Material Discussions within the past 90 days;
 - 5.1.2.3. signs a MSA for any one of the Playroll Services; and
 - 5.1.2.4. the first invoice post deposit has been paid.
- 5.2. Before the Affiliate is eligible to receive commission, the Referral must meet the definition of a “Successful Referral” and meet such definition within 90 days of clicking the affiliate link.
- 5.3. You will receive a one-time payout based on the Service that the successful Referral uses:
 - 5.3.1. \$1,000 USD for Referrals that sign up and pay for EOR Service/s.
 - 5.3.2. \$800 USD for Referrals that sign up and pay for Global Payroll Manager service/s.
 - 5.3.3. \$30 USD for Referrals that sign up and pay for Contractor Management service/s.



- 5.4. Commission Fees shall be paid within the calendar month following the month in which Playroll receives payment from the Referral.
- 5.5. Any costs, such as but not limited to corporate taxes, bank fees and conversion fees, associated with the payment must be incurred by the Affiliate.
- 5.6. Payment shall be made in USD, unless agreed otherwise, and shall be paid via bank transfer to the nominated bank account as provided by the Affiliate.
- 5.7. Payment to the Affiliate for all Final Referrals is conditional upon Playroll first receiving any relevant or corresponding payment from Playroll Clients.
- 5.8. The minimum payout threshold is USD \$100, or the equivalent in the Affiliate's local payout currency at prevailing exchange rates on the payment date.
- 5.9. In the event of any overpayment of Referral Fees to the Affiliate, whether arising from technical malfunction, human error, or any other cause, Playroll shall be entitled to set off such overpaid amounts against any future Referral Fees due to the Affiliate.

6. PROHIBITED ACTIVITIES

- 6.1. You may be removed from the programme if You engage in any of the following:
 - 6.1.1. Submitting false, misleading, or non-consensual referrals;
 - 6.1.2. Using spam, bots, or deceptive tactics to drive traffic;
 - 6.1.3. Running paid ads that bid on Playroll brand keywords (e.g. "Playroll" in Google Ads);
 - 6.1.4. Republishing or modifying Playroll brand materials without approval;
 - 6.1.5. Sharing lead information without consent or in violation of applicable data privacy provisions; or
 - 6.1.6. Presenting yourself as a Playroll employee or an official representative.

7. BRANDING AND PROMOTION



- 7.1. Affiliates may only use Playroll-approved marketing materials and must follow brand guidelines. You may not imply that you work for or officially represent Playroll. Unauthorised promotional behavior or misuse of brand assets may result in removal from the program.

8. **TERMINATION OF THE AGREEMENT**

- 8.1. Either Party may terminate this Agreement on 30 (thirty) days' prior written notice to the other Party.
- 8.2. Playroll reserves the right to cancel this Agreement with immediate effect for reasons, including but not limited to the Affiliate's violation of this Agreement, reasonable suspicion of illegal activity, fraud, harassment, unfair, deceptive, or illegal acts or practices.

9. **MISCELLANEOUS**

- 9.1. The Affiliate may deliver any notices under this Agreement by email to legal@playroll.com or by delivery to Playroll's registered address, namely 2nd floor, Omni House, 252 Belsize Road, London, NW6 4B2, London, UK. Playroll may deliver notices to the Affiliate by email to the email address provided or updated by the Affiliate on the platform used by Playroll for Affiliate management ("**Partner Platform**") or by delivery to the Affiliate's registered address as set out on the Affiliate Platform.
- 9.2. This Agreement may be executed in separate counterparts, each of which constitutes an original and all taken together constitute one and the same agreement. An electronic signature shall be deemed an original signature and shall bind the signing Party as if it was an original signature.
- 9.3. Suppose any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable. In that case, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 9.4. By accessing the Agreement, signing up on the Partner Platform, or clicking an agree or accept button on the Partner Platform, You confirm that you (i) have



thoroughly read, understand and agree to the Agreement; and (ii) are legally capable and duly authorised to form a binding legal relationship with Playroll.