



MASTER PARTNER AGREEMENT

Below are the terms of use (also referred to below as **"the Agreement"**) of Playroll Limited's Partner's Programme.

In the Agreement, you are referred to as the **"Partner,"** which includes any Affiliates, 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 Partner.

For the purposes of the Agreement, Playroll Limited (**"Playroll"**) and the Partner 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 Partner has agreed to market some or all of Playroll Services to potential prospects or clients of Playroll.
- 1.3. The Parties enter into this Partnership Arrangement on the basis that:
- 1.4. The Partner will market one or more of the Playroll Services to Prospects in return for a potential referral fee (**"Referral Fee"**); and
- 1.5. The Parties shall act in good faith at all times in respect of this arrangement and in the performance of their obligations herein.
- 1.6. The following documents, when read together, form the legal basis for the relationship between the Parties: (a) this Master Partner 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. **"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.
 - 2.1.3. **"MSA"** means any master services agreement entered into between Playroll and a Playroll Client that regulates the provision of one or more Playroll Services.
 - 2.1.4. **"Partner"** shall mean the Partner, referring a Prospect or Referral to Playroll.
 - 2.1.5. **"Playroll Client"** shall mean an entity that has signed an MSA with Playroll;
 - 2.1.6. **"Prospect"** shall mean an entity that is interested or may be interested in using Playroll Services;
 - 2.1.7. **"Referral"** means a Prospect who has been referred by the Partner to Playroll;
 - 2.1.8. **"Referral Fee"** means any amount/s due to the Partner by Playroll, as set out in clause 4 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 Partner 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. Referral Fees

4.1. For the purposes of this clause 4, the following terms shall have the definitions assigned to them below:

4.1.1. **"ARR"** shall mean annual revenue recurring;

4.1.2. **"Contractor Individual"** means an independent contractor engaged through Playroll's Contractor Management platform and who provides and carries out services for the benefit of a Playroll Client.

4.1.3. **"Contractor Client Won"** means:

4.1.3.1. a Referral who has signed an MSA with Playroll for Contractor Management services;

4.1.3.2. the Contractor Individual's start date has commenced; and

4.1.3.3. first Contractor Management fee invoice has been paid.

4.1.4. **"EOR Client Won"** means:

4.1.4.1. a Referral who has signed an MSA with Playroll for Employer of Record services;

4.1.4.2. the first Employee Addendum has been signed;

4.1.4.3. the Employee's start date has commenced; and

4.1.4.4. the first invoice post deposit has been paid.

4.1.5. **"Employee"** means any EOR employee employed through Playroll or employed through one of Playroll's local, in-country EOR partners and who provides and carries out services for the benefit of a Playroll Client.

4.1.6. **"Employee Addendum"** means an addendum to an MSA which is completed for each Employee.

4.1.7. **"GP Client Won"** means:

4.1.7.1. a Referral who signs a GP agreement with Playroll for GP services;

4.1.7.2. completion of a trial period, if applicable; and

4.1.7.3. a Referral who has paid their first subscription fee in accordance with an applicable GP MSA.

4.1.8. **"Global Platform Agreement"** means any agreement entered into between Playroll and a Playroll Client that regulates the provision of GP Services.



4.1.9. **"SQL stands"** for Sales Qualified Lead which means a referred prospect:

4.1.9.1. with whom Playroll has conducted a discovery call; and

4.1.9.2. to whom Playroll has sent a formal pricing proposal.

4.2. The Partner, if eligible, will receive a Referral Fee as follows:

EOR		
Referral type	Eligibility	Referral amounts Fee
EOR Referral 1	The Partner has referred to Playroll a SQL.	\$200 per SQL
EOR Referral 2	The Partner has referred an EOR Client Won to Playroll.	\$800 per EOR Client Won
EOR Referral 3	Following EOR Referral 2, the Partner shall receive a recurring monthly referral fee per active Employee Addendum for either up to: (a) twelve (12) months from the first payment date received by Playroll from the Referred Client; or (b) the month of the Employee's termination date, whichever occurs first	Recurring monthly referral fee: \$30 per Employee
Contractor		
Contractor Referral 1	The Partner has referred a Contractor Client Won.	\$30 per Contractor Client Won

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Contractor Referral 2	The Partner shall receive a recurring monthly referral fee per active Contractor Individual for either up to: (a) twelve (12) months from the first payment date received by Playroll from the Referred Client; or (b) the month of the Contractor Individual's termination date, whichever occurs first	\$3 per active Contractor Individual per month
GP		
GP Referral 1	The Partner has referred a GP Client Won.	\$800 per GP Client Won

(the Referrals mentioned in the above table will hereinafter be referred to as “**Final Referral/s**”)

4.3. Payment obligations commence from the date Playroll receives the first payment from the Referred Client (including deposits, setup fees, or service invoices). Any recurring Referral Fees will accrue monthly for up to twelve (12) months from that date, provided Playroll continues to receive payment from the Referred Client. For clarity, the twelve (12) month period is calculated from the Referred Client's first payment date, and not from the onboarding date of any individual Employees or Contractor Individuals.

4.3.1. For Final Referrals which are once-off, Referral Fees shall be paid within the calendar month following the month in which Playroll receives payment from the Referred Client.

4.3.2. For Final Referrals which have recurring monthly Referral Fees, payouts shall follow the same monthly schedule, i.e. within the calendar month following the month in which Playroll receives payment from the Referred Client.

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- 4.4. Any costs, such as but not limited to corporate taxes, bank fees and conversion fees, associated with the payment must be incurred by the Partner.
- 4.5. Payment shall be made in USD, unless agreed otherwise, and shall be paid to the nominated bank account as provided by the Partner in the applicable onboarding form or as otherwise communicated to Playroll in writing.
- 4.6. Payment to the Partner for all Final Referrals, except for EOR Referral 1, is conditional upon Playroll first receiving any relevant or corresponding payment from Playroll Clients.
- 4.7. The minimum payout threshold is USD \$100, or the equivalent in the Partner's local payout currency at prevailing exchange rates on the payment date.
- 4.8. In the event of any overpayment of Referral Fees to the Partner, 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 Partner.
- 4.9. Playroll may operate a tiered partner program. Partners may qualify for higher tiers based on referral performance. Tier thresholds and associated benefits (including enhanced referral fees, co-marketing opportunities, and dedicated support) shall be set forth in the [Partner Program Tier Structure](#) and may be updated from time to time.

5. Co-Marketing

- 5.1 Co-marketing is not mandatory. However, Playroll encourages Partners to engage in activities to promote the Playroll Services, including (without limitation):
 - 5.1.1 Featuring Playroll on the Partner's website or partner directory.
 - 5.1.2 Including Playroll in client newsletters or onboarding flows.
 - 5.1.3 Collaborating on joint campaigns, webinars, or events.
 - 5.1.4 Highlighting Playroll in social media, blog content, or other thought leadership initiatives.



- 5.2 Partners that actively engage in co-marketing activities may receive prioritization for additional benefits, including enhanced tier rewards, joint PR opportunities, case studies, event sponsorships, or logo placement.
- 5.3 All co-marketing initiatives, including use of Playroll logos, decks, social posts, or other brand assets, shall be subject to Playroll's prior written approval and compliance with Playroll's brand guidelines.
- 5.4 Playroll shall provide standard co-marketing materials (logos, decks, social templates, and other collateral) within its partner enablement kit. Custom initiatives may be developed in collaboration with the Partner Manager.
- 5.5 All Playroll names, trademarks, service marks, logos, and brand materials remain the exclusive property of Playroll. Nothing in this Agreement grants the Partner any ownership rights in such materials. Use of Playroll's brand assets shall be in strict accordance with Playroll's brand guidelines and the "Marketing, Sales, Enablement Rights and Obligations" set out in the Terms.

6. Termination of the Partnership Agreement

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

7. Miscellaneous

- 7.1. The Partner 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 Partner by email to the email address provided or updated by the Partner on the platform used by Playroll for partner management ("**Partner Platform**") or by delivery to the Partner's registered address as set out on the Partner Platform.



- 7.2. 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.
- 7.3. 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 Partnership Agreement.

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.