AFFILIATE PROGRAM AGREEMENT

SNAPIENS INC.

This Affiliate Program Agreement (“Agreement”) is entered into between Snapiens Inc., a corporation organized under the laws of the State of Delaware, with its registered office at [registered office address] (“Company,” “Snapiens,” “we,” or “us”), and you, the individual or entity applying to or participating in the Snapiens affiliate program (“Affiliate,” “you,” or “your”).

BY ACCESSING A REFERRAL LINK, QR CODE, OR REFERRAL CODE ASSIGNED TO YOU, OR BY DISTRIBUTING ANY OF THE FOREGOING IN ANY WAY, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCESS OR DISTRIBUTE YOUR REFERRAL LINK, QR CODE, OR REFERRAL CODE.

This Agreement supplements and incorporates by reference Snapiens' Terms of Service (https://snapiens.ai/terms-of-service) and Privacy Policy (https://snapiens.ai/privacy-policy). In the event of any conflict between this Agreement and those documents with respect to the affiliate program, this Agreement shall govern.

1. Definitions

1.1 “Referred Customer” means an individual or entity who has not previously registered for a Snapiens account and whose first paid subscription to a Snapiens product is directly attributable to Affiliate's unique referral link, QR code, or manually assigned affiliate code.

1.2 “Snap Products” means Snapiens' self-serve product line, including Snap Inbox, Snap Schedule, Snap Sell, and related self-serve offerings made available for direct online signup.

1.3 “Enterprise Products” means Snapiens' custom-scoped, negotiated enterprise offerings.

1.4 “Recurring Revenue” means the recurring subscription fee actually received by Snapiens from a Referred Customer, net of refunds, chargebacks, and payment processing fees, including add-ons billed on a recurring basis, but excluding one-time setup fees, custom project fees, and any other non-recurring charges. Amounts paid under any Snapiens-issued promotional, discounted, or campaign pricing — including coupon codes issued through Snapiens' own marketing campaigns — do not constitute Recurring Revenue and do not accrue Commission.

1.5 “Commission” means the amount payable to Affiliate as calculated under Section 4.

1.6 “Base Commission” means the standard Commission rates set out in Section 4.1, applicable automatically to all approved Affiliates.

1.7 “Enhanced Commission” means a Commission rate and/or Commission Period above the Base Commission, individually agreed between Affiliate and Snapiens under Section 4.6.

2. Enrollment and Eligibility

2.1 Participation requires submission of an application through Snapiens' designated affiliate signup page. Snapiens may accept or decline any application at its sole discretion.

To be eligible, an applicant must:

- be at least 18 years of age, or the age of majority in their jurisdiction, whichever is greater;
- have the legal authority to enter into this Agreement, individually or on behalf of an entity;
- not be a current employee or independent contractor of Snapiens as of the date of application;
- not be a resident of, or incorporated in, any jurisdiction subject to comprehensive U.S. economic sanctions administered by OFAC, and not be listed on any U.S. government prohibited or restricted parties list;

2.2 Approval into the program does not guarantee any minimum level of referrals, Commission, or earnings.

3. Referral Mechanism

3.1 Snap Products. Upon approval, Affiliate receives a unique referral link and a corresponding QR code encoding that link. Affiliate may use either or both, in any combination and on any channel, to promote Snap Products. Attribution is based on a last-click methodology: if a prospective customer clicks or scans links from more than one Affiliate before subscribing, only the last one used prior to registration is credited. The tracking cookie lasts sixty (60) days from the date of the last click or scan.

3.2 Enterprise Products. Because Enterprise engagements involve a customized sales and onboarding process rather than self-service signup, attribution is performed manually: Snapiens or Affiliate will associate Affiliate's unique code with the applicable Enterprise account at the time that account is created. Once associated, all other terms of this Agreement — including the Commission structure in Section 4 — apply to that account in the same manner as a self-serve referral.

3.3 Snapiens-issued discount coupons distributed through Snapiens' own marketing campaigns (independent of any Affiliate) are separate from, and not part of, this affiliate program, and do not generate Commission for any Affiliate.

3.4 For the avoidance of doubt, Affiliate may independently offer and charge its own clients for services related to Snapiens products that Affiliate itself provides — including implementation, setup, customization, training, and ongoing support — at rates and terms Affiliate determines. Snapiens has no involvement in, and receives no part of, such fees; they do not constitute Recurring Revenue and have no effect on Commission under Section 4. Snapiens is not a party to any agreement between Affiliate and Affiliate's own clients regarding such services.

4. Commission Structure

Commission is calculated as a percentage of Recurring Revenue, at the rates set out below:

Product Category	Commission Rate
Snap Products (self-serve line)	10% of Recurring Revenue
Enterprise Products	20% of Recurring Revenue

4.1 Base Commission rates. Snap Products: 10% of Recurring Revenue. Enterprise Products: 20% of Recurring Revenue. These rates apply automatically to all approved Affiliates unless an Enhanced Commission has been individually agreed under Section 4.6.

4.2 Waiting period. No Commission accrues on the first two (2) paid installments of Recurring Revenue collected from a Referred Customer.

4.3 Commission Period. Beginning with the third (3rd) paid installment of Recurring Revenue, Commission accrues on each of the next twelve (12) consecutive paid installments (i.e., installments 3 through 14), unless an extended Commission Period applies under Section 4.6. No further Commission is owed on any installment after the applicable Commission-eligible installments have been paid, regardless of how long the Referred Customer's subscription continues thereafter.

4.4 Free or promotional installments. Any installment provided to the Referred Customer at no charge (e.g., a free trial period) generates no Commission and is not counted toward either the two-installment waiting period in Section 4.2 or the Commission-eligible installments in Section 4.3.

4.5 Excluded charges. Commission applies solely to Recurring Revenue. One-time setup fees, custom project fees, and other non-recurring charges are excluded from the Commission calculation.

4.6 Enhanced Commission. Affiliate may apply for an Enhanced Commission rate above the applicable Base Commission and/or an extended Commission Period. The rate, period, and any other terms of an Enhanced Commission are individually negotiated and granted at Snapiens' sole discretion, and are typically considered for Affiliates who: (a) produce original content featuring or reviewing Snapiens; (b) incorporate Snapiens into a course, training program, or masterclass they operate; (c) undertake joint promotional activity with Snapiens (co-hosted webinars, newsletters, campaigns); or (d) demonstrate comparable promotional value at Snapiens' discretion. Snapiens may revoke an Enhanced Commission and revert Affiliate to the applicable Base Commission, upon thirty (30) days' written notice, if Affiliate ceases the activity on which the Enhanced Commission was granted. Enhanced Commission terms already earned on Referred Customers prior to any such revocation are not affected.

4.7 Clawback and adjustment. Snapiens may adjust or reverse Commission in the following circumstances: a Referred Customer requests a refund or initiates a chargeback after Commission has been paid; a payment of Recurring Revenue is reversed, cancelled, or voided; Snapiens determines, in its reasonable discretion, that the referral resulted from fraudulent or non-compliant activity; the Referred Customer had already registered with Snapiens before using Affiliate's link, QR code, or code; or Affiliate was not in compliance with this Agreement at the time the payment was received. Any overpayment may be offset against future Commission or, at Snapiens' election, must be repaid within thirty (30) days of written notice.

4.8 No guaranteed earnings. Any earnings estimates presented on Snapiens' affiliate materials or portal are illustrative only and do not constitute a guarantee of earnings. Actual Commission depends on the number and value of referrals that result in Recurring Revenue.

5. Payment Terms

5.1 Automatic payment. Commission is paid automatically, without requiring a request from Affiliate, on the 10th day of each month (or the next business day, if the 10th falls on a weekend or holiday), provided Affiliate's accrued, unpaid balance is at least US$50 as of that date. Balances below US$50 carry over to the next monthly cycle.

5.2 Tax documentation. Before receiving any payment, Affiliate must submit a completed IRS Form W-9 (for U.S. persons or entities) or Form W-8BEN (for non-U.S. persons or entities), as applicable. If Affiliate is a non-U.S. person and does not have a valid Form W-8BEN on file, Snapiens will withhold thirty percent (30%) of each Commission payment as required under Section 1441 of the U.S. Internal Revenue Code, until a valid form is received; withheld amounts are not refunded by Snapiens.

5.3 Payment method. Commission is paid via the electronic payment method(s) designated by Snapiens from time to time, which may vary by Affiliate location. Affiliate is responsible for any fees charged by their own financial institution or payment platform.

5.4 Tax responsibility. Affiliate is solely responsible for any taxes, social contributions, or similar obligations owed on Commission earned under this Agreement in Affiliate's jurisdiction of residence. Snapiens will issue applicable tax reporting forms (e.g., Form 1099-NEC for U.S. persons) where required by law, and undertakes no withholding obligation beyond what is required by U.S. law.

6. Affiliate Obligations and Conduct

6.1 Disclosure. Where Affiliate is subject to U.S. Federal Trade Commission guidelines or similar advertising-disclosure laws in their own jurisdiction, Affiliate must clearly disclose their material connection to Snapiens (i.e., that they may earn Commission) in any content promoting Snapiens, in close proximity to the promotion and in plain, readily understandable language (for example: “I earn a commission if you sign up through my link”).

6.2 Prohibited practices. Affiliate shall not:

- bid on, purchase, or use “Snapiens” or any confusingly similar variation as a keyword in paid search advertising (including Google Ads, Meta Ads, or similar platforms) — this restriction applies solely to paid search keyword bidding and does not restrict Affiliate's use of the Snapiens name in organic content, video, social media posts, or Affiliate's own paid social media promotion using Affiliate's own creative and audience;
- engage in spam or unsolicited mass communications to promote Snapiens;
- make false or misleading claims regarding Snapiens' pricing, features, or capabilities;
- refer itself, or use fraudulent, simulated, or fictitious accounts, to generate Commission;
- use any technical mechanism to plant tracking cookies without the user's knowledge or to generate artificial clicks or leads;
- promote Snapiens in association with content that is illegal, defamatory, hateful, discriminatory, or sexually explicit;
- represent itself as an employee, official representative, or spokesperson of Snapiens.

6.3 Monitoring. Snapiens may monitor Affiliate's promotional activities and published content to verify compliance with this Agreement, and Affiliate agrees to cooperate with any reasonable request for information in connection with such review.

Breach of this Section constitutes cause for termination under Section 13.3.

7. Tax and Compliance

7.1 Affiliate represents and warrants that it is not, and is not acting on behalf of, any person or entity designated on a U.S. government prohibited-parties list or located in a jurisdiction subject to comprehensive U.S. economic sanctions, and that funds received under this Agreement will not be used for or derived from any illegal activity.

7.2 Snapiens may request additional identity verification and may withhold payment pending such verification where reasonably necessary for compliance purposes.

8. Independent Contractor Relationship

Affiliate participates in this program as an independent contractor and not as an employee, agent, partner, or joint venturer of Snapiens. Nothing in this Agreement creates any employment, agency, or partnership relationship, and Affiliate has no authority to bind Snapiens in any respect.

9. Intellectual Property License

Snapiens grants Affiliate a limited, non-exclusive, non-transferable, revocable license to use Snapiens' name, logo, and approved marketing materials (“Snapiens Marks”) solely to promote Snap Products and Enterprise Products under this Agreement. Affiliate must use the Snapiens Marks only in their approved form, must not alter or distort them, and must not incorporate them into Affiliate's own brand, domain name, or company name. All goodwill arising from Affiliate's use of the Snapiens Marks inures exclusively to Snapiens. This license terminates automatically upon termination of this Agreement, at which point Affiliate must immediately cease all use of the Snapiens Marks.

10. Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other party in connection with this Agreement — including Commission rates, unpublished program terms, and customer information — and to use it solely to perform under this Agreement. This obligation does not apply to information that becomes public through no fault of the receiving party, was already known to it, or is required to be disclosed by law.

11. Data Protection

Each party is independently responsible for complying with applicable data protection and privacy laws (including, as applicable, the Brazilian LGPD, the EU GDPR, or the U.S. CCPA) in connection with any personal data processed through this program. Affiliate is solely responsible for ensuring a lawful basis for any personal data of prospective Referred Customers it collects in the course of promotion.

12. Indemnification

Affiliate agrees to indemnify, defend, and hold harmless Snapiens and its officers, directors, employees, and agents from any claims, liabilities, damages, and reasonable expenses (including attorneys' fees) arising out of: Affiliate's participation in the program; Affiliate's breach of this Agreement or applicable law; Affiliate's promotional content, including any claim of third-party infringement; or any false or misleading representation Affiliate makes about Snapiens' Services.

13. Term and Termination

13.1 Termination without cause. Either party may terminate this Agreement, or Snapiens may terminate the affiliate program as a whole, at any time and for any reason, upon thirty (30) days' written notice. Termination under this Section does not affect Commission already accrued, or accruing, on Referred Customers whose referral occurred before the effective date of termination — such Commission continues to be paid through the applicable Commission Period. No new Referred Customer may be attributed to Affiliate after the effective date of termination.

13.2 Voluntary exit by Affiliate. Where Affiliate elects to terminate its own participation under Section 13.1, Affiliate may instead choose to stop participating with immediate effect; in that case, Affiliate waives any Commission on installments that would otherwise become due after the date Affiliate stops participating, in exchange for not being bound by the thirty-day notice period.

13.3 Termination for cause by Snapiens. Snapiens may terminate this Agreement immediately, without prior notice, upon Affiliate's breach of Section 6 or other material breach of this Agreement. In such event, all unpaid Commission — whether already accrued or not — is forfeited, and Snapiens reserves the right to claw back any previously paid Commission attributable to fraudulent activity.

13.4 Effect of termination. Upon termination for any reason, Affiliate's referral link, QR code, and any assigned code are deactivated, and Affiliate must immediately cease use of the Snapiens Marks under Section 9.

14. Disclaimer and Limitation of Liability

Snapiens products and this program are provided on an "as-is" basis. To the maximum extent permitted by law, Snapiens will not be liable for indirect, incidental, or consequential damages, and Snapiens' aggregate liability arising out of or related to this Agreement shall not exceed the total Commission paid to Affiliate in the six (6) months preceding the event giving rise to the claim.

15. Governing Law and Dispute Resolution

15.1 Governing law. This Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict-of-law principles.

15.2 Arbitration. Any dispute arising out of or relating to this Agreement will be finally settled by binding arbitration administered by the American Arbitration Association (or, for non-U.S. Affiliates, an equivalent recognized arbitral institution) under its commercial rules, seated in Delaware, before a single arbitrator. The arbitrator's decision is final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.3 Class action waiver. Any dispute must be brought on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding.

15.4 Limitation period. Any claim arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, after which it is permanently barred.

16. General Provisions

16.1 Entire agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements or understandings, written or oral.

16.2 Amendment. Snapiens may update this Agreement from time to time by posting a revised version and notifying Affiliate. Continued participation after such notice constitutes acceptance of the revised terms.

16.3 Assignment. Affiliate may not assign this Agreement without Snapiens' prior written consent. Snapiens may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its assets.

16.4 Severability. If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force and effect.

16.5 Force majeure. Neither party is liable for any failure or delay in performance caused by circumstances beyond its reasonable control, provided the affected party gives prompt notice and makes reasonable efforts to resume performance.

16.6 Controlling language. This Agreement is made in the English language, which is the controlling language for all purposes. Any translation is provided for convenience only and has no legal effect.

17. Acceptance

By submitting an application to the Snapiens affiliate program and/or by using an assigned referral link, QR code, or affiliate code, Affiliate acknowledges having read, understood, and agreed to be bound by this Agreement.