

PLANDAY AFFILIATE AGREEMENT

BETWEEN:

Planday A/S a company incorporated in Denmark under company number: 276648, whose registered office is at Kuglegårdsvej 7, 1434 Kbh. K, Denmark (**Planday**); and Affiliate Partner

(each of Planday and the Affiliate being a **party** and together Planday and the Affiliate are the **parties**). All defined terms are as defined below or in the Planday Partner General Terms.

BACKGROUND

- (A) Planday supplies the Services of its affiliate program
- (B) The Affiliate is a non-exclusive partner in its territory for the marketing of the Services on the **Special Terms** of this Agreement.
- (C) The Affiliate agrees to actively generate leads and refer potential customers for the services offered by companies within the Planday group, in accordance with these Special Terms which incorporate and include the Planday Partner General Terms (together defined as the **Agreement**).

THE PARTIES HEREBY AGREE that these Special Terms supplement the Planday Partner General Terms as follows:

1. The territory shall be Europe with primary markets in Denmark, Sweden, Norway, Germany and the UK.
2. The Affiliate will, upon acceptance as Affiliate Partner, be given access to the PartnerStack portal where all processes related to the affiliate programme as well as commission registration and pay are handled. Certain operational notices or updates to "Prices" or "Services" may be communicated directly through the PartnerStack portal dashboard.
3. The Affiliate shall be eligible to earn commissions on recurring subscription fees for the Services actually received by Planday from customers referred by the Affiliate, subject to the terms set forth below, and Clause 6 of the Planday Partner General Terms shall be construed accordingly.
4. The Affiliate's commission rate and duration shall be determined by the Affiliate's total referred revenue in Euros (€) generated during the preceding rolling ninety (90) day period ("Performance Period"). The Affiliate's tier will be assessed and adjusted monthly, based on the total revenue from all active referred customers during the Performance Period, as follows:

1. Performance Tiers

Tier	90-Day Referred Revenue	Commission Rate	Commission Duration
Silver	Less than €1,000	10%	5 years from subscription start per customer
Gold	€1,000 – €9,999	12%	5 years from subscription start per customer
Platinum	€10,000 +	15%	Lifetime of the customer's subscription

2. Tier adjustment

The Affiliate's commission tier shall be reviewed and, if applicable, adjusted on each payout date, based on the

total referred revenue generated by all referred customers in the immediately preceding ninety (90) day period. Any adjustment to the commission tier, including changes to the commission rate and duration, shall apply to all referred customers - both new and existing - as of the adjustment date. The new commission rate and duration shall be effective for all commission payments made after the adjustment date, regardless of when the customers were originally referred.

3. Commission

3.1 Commission compliance

To be eligible for commission, the Affiliate must submit the required lead form through the PartnerStack platform and include the unique Affiliate code that links the Affiliate to the referred customer. The Affiliate is further responsible for ensuring, and must be able to provide documentation upon request, that the referred lead has given valid consent to be contacted by the companies within the Planday group. If the unique Affiliate code or lead form is not used, or if valid consent cannot be documented, no commission shall be payable for that referral.

Commission is payable only after a referred customer has entered a valid subscription agreement with Planday and paid the relevant invoice(s) in full. Commissions will only be paid for periods during which the customer's subscription is not terminated and all related invoices have been fully paid. No commission will be paid for any period in which the customer has not paid the relevant invoice(s), or if any previously paid invoice is subsequently refunded, reclaimed, or reversed for any reason, including but not limited to the Affiliate's actions. If a customer terminates their subscription before the commission payment date, the Affiliate will receive a prorated commission only for the portion of the period during which the customer's subscription was in effect and all invoices were paid. No further commission will be paid for customers who terminate their subscription before the commission payment date.

Commission may be withheld, stopped, or reclaimed in the event of misconduct or other improper actions by the Affiliate, including but not limited to non-compliance with Planday's Marketing Guidelines, marketing regulation, or applicable privacy laws.

3.2 Commission payment

The start of the Customer's subscription is determined by the date of the first purchase or sign up (as applicable) of the service by the Customer, and the Affiliate will receive a commission payment for that Customer Transaction only, regardless of any additional purchases made by that customer during their Subscription Service. Commission amounts are calculated and generated directly through the PartnerStack portal based on recorded referral data.

Provided that the Affiliate remain eligible to receive commission pursuant to the terms of this Agreement, commissions shall be calculated as a percentage of the net subscription fees actually received by Planday from referred customers, excluding any setup fees, SMS or other one-time fees. Commissions shall be paid monthly in Euros (€), provided the Affiliate's accrued commission for the period meets or exceeds €50. The Affiliate must maintain accurate banking and tax information within the PartnerStack portal to ensure successful commission payments.

The Affiliate shall, within 14 days of the calculated commission, notify Planday through the PartnerStack platform of any part of such commission which the Affiliate disputes, clearly setting out all relevant matters in dispute. Following such a notice Planday shall pay the undisputed amount and shall be entitled to withhold the disputed amount until such time as the dispute is resolved, having been referred to the Planday's auditors for determination. The parties acknowledge that such determination shall be final and agree that they shall not seek to challenge it. Interest shall be payable on any sum due but unpaid by either party to the other from the due date until payment, and whether before or after judgement, at the default interest in force at any given time in the country in which the Affiliate operates.

4. Introductory discount for referred customers

Leads referred by the Affiliate will get a discount via a designated promo code on the subscription price for their first 6 months with Planday. This discount is available exclusively to new customers who sign up as a direct result of the Affiliate referral and applies to the first full 6-month duration of their subscription. Planday reserves the right, in its sole discretion, to amend the discount rate or terms for future referrals at any time.

5. Affiliate support and resources

The Affiliate will be provided with tools, such as dedicated landing pages, referral links, and promotional codes, to support the marketing efforts. In addition, the Affiliate will have access to marketing support, including a non-exclusive license to use Planday's trademarks, logos, and marketing materials, subject to compliance with Planday's brand guidelines and any applicable terms of use.

The Affiliate must at all times follow and comply with all instructions and guidelines provided by Planday, particularly regarding marketing activities and privacy requirements. The Affiliate is solely responsible for ensuring compliance with all applicable laws and regulations, including but not limited to those relating to advertising, data privacy, and lead generation and referrals.

6. Limitation of Authority

The Affiliate's role is strictly limited to lead generation and referrals, and the Affiliate shall have no authority to negotiate or conclude contracts, or to obtain binding orders on behalf of Planday, nor shall the Affiliate represent themselves as having such authority at any time.

7. Early termination by Planday

If Planday decides to terminate the Affiliate Program or this Agreement, the commission payment will cease upon termination. Affiliate shall be entitled to a buyout payment equivalent to one (1) year of the average monthly commissions earned by the Affiliate over the preceding twelve (12) months, together with a notice period of no less than ninety (90) days. The buyout amount and notice period shall in no event be less than any statutory indemnity or minimum notice period to which the Affiliate may be entitled under applicable Law.

8. Notices

With reference to clause 15 of the Planday Partner General Terms, notices shall be sent to the contact persons and using the notice details recorded for the relevant party in the PartnerStack platform from time to time.

Each party shall keep its contact person and notice details in the PartnerStack platform accurate and up to date.

Save as set out above, all other terms of the Planday Partner General Terms shall remain in full force and effect.

9. Authority to accept

This Agreement, including the Planday Partner General Terms, is accepted by the Affiliate through the PartnerStack platform. Only the Owner of the Affiliate's account on the PartnerStack platform, or a teammate the Owner has designated with Admin permissions, is authorised to accept this Agreement on behalf of the Affiliate. Teammates with Member permissions have no authority to accept this Agreement.

By accepting this Agreement, the person doing so confirms that they are authorised, or duly empowered, to enter into this Agreement on behalf of the Affiliate, and that they have had access to and read the complete Agreement, including the Planday Partner General Terms.

This Agreement takes effect upon the Affiliate's acceptance via the PartnerStack platform, in accordance with Clause 2 of the Planday Partner General Terms.

PLANDAY PARTNER GENERAL TERMS

THE PARTIES AGREE:

(A) Definitions and interpretation

In the Agreement, unless otherwise provided:

Agreement means the Planday Affiliate or Referral Agreement together with these General Terms, their schedules and appendices, as each may be amended from time to time in accordance with their terms;

Bribery Laws means the relevant anti-bribery laws and associated guidance applicable, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction including any jurisdiction in which the Partner operates;

Business Day means a day other than a Saturday, Sunday or public or bank holiday when clearing banks are open for non-automated commercial business in the territory in which the Partner operates;

Commencement Date means the date of this Agreement;

Confidential Information means any information that the Partner has or acquires that is confidential in nature concerning Planday including, all knowhow, trade secrets, financial, commercial, technical, tactical or strategic information of any kind, information relating to its business, affairs, plans, customers, clients, suppliers and services or any of the foregoing in respect of any companies within the Planday group;

Customer means any person or company in the Territory with whom the Planday enters into a contract for the sale and supply of the Services;

Deliverables means the goods or materials ancillary to the supply of the Services to be supplied by Planday to the Customer;

Force Majeure has the meaning given in clause 17;

Intellectual Property means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, database rights, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;

Local Laws means all laws, regulations and codes which are applicable to the promotion, marketing, sale and supply of the Services in the Territory;

Net Sale Price means the actual price charged to Customers for the Software as a Service usage excluding (where applicable): (a) VAT; (b) duties or similar government levies; (c) non-recurring revenue such as set up fees and (d) normal discounts or rebates actually given;

PartnerStack Platform means the proprietary software as a service platform available for Planday's Partners to use in order to participate in one of our Partner programmes;

Personal Data has the meaning given in the Data Protection Addendum;

Partner refers to Partners participating in either the Planday Affiliate programme or the Planday Referral programme;

Prices means the prices for the Services as determined by Planday from time to time and notified to the Partner;

Planday's Intellectual Property has the meaning given in clause 9.1;

Quarter means a period of three months ending on 31 March, 30 June, 30 September or 31 December in any year;

Services means the staff rota software named "Planday" and any related software and documentation supplied by Planday to a Customer as amended from time to time in accordance with this Agreement;

Term has the meaning given in clause 2;

Terms of Supply means the Planday's General Subscription Terms for the Services, as amended or updated by Planday from time to time ;

Territory means the countries, territories or areas specified in the Planday Affiliate or Referral Agreement;

VAT means value added tax and any equivalent or similar tax; and

Year means a period of 12 consecutive months beginning on the Commencement Date and each successive 12-month period.

2 **Acceptance, Commencement and Term**

- 2.1 This Agreement is formed when the Partner accepts it via the PartnerStack platform (Commencement Date) or, where instead executed in signed form, on the date of the last signature). By accepting, the individual doing so on behalf of the Partner represents and warrants that: (a) they are duly authorised to bind the Partner to this Agreement; (b) they have had access to, and have read, the Agreement; and (c) the information provided by or on behalf of the Partner in connection with acceptance is accurate. Planday is entitled to rely on this representation without further enquiry, and the Partner shall indemnify Planday against any losses arising from any breach of it.
- 2.2 This Agreement shall be deemed to have commenced on the Commencement Date and (subject to earlier termination pursuant to clauses 7.4, 12 or 17) shall continue for a fixed period of one Year and shall automatically renew for fixed periods of one Year until either party shall give to the other party not less than one (1) months' written notice to terminate the Agreement (**Term**). After the first year from the commencement date, the termination notice shall be extended with one month for each year commenced by this Agreement. However, the termination notice period cannot exceed 6 months. The end of such notice period must coincide with the end of the Year.

(C) **Appointment and scope**

- 3.1 Planday appoints the Partner as its non-exclusive partner for the marketing of the Services in the Territory defined in the Planday Affiliate or Referral Agreement, and the Partner accepts that appointment, on and subject to the terms of this Agreement. Planday shall have the right at any time during the Term of the Agreement and thereafter, to appoint other persons as affiliate, partner, agent, seller, reseller, distributor or franchisee for the marketing and/or sale of the Services in the Territory. Planday shall be entitled to market and solicit orders for the Services and sell the Services, in each case, in the Territory at any time during the Term and thereafter.
- 3.2 The Partner shall not market the Services outside the Territory or sell, seek sales or solicit orders for the Services from persons outside the Territory and is prohibited from accepting any unsolicited orders from any person outside the Territory.
- 3.3 The Partner shall have the authority to market to and negotiate and obtain orders from, but not execute or otherwise conclude contracts with, Customers for sales of the Services in the Territory, but only provided such contracts are on Planday's then current Terms of Supply.

4 **Rights and duties of Planday**

- 4.1. Throughout the Term Planday shall:
 - 4.1.1 act dutifully and in good faith towards the Partner ;
 - 4.1.2 supply the Partner with promotional, marketing and sales materials relating to the Services to the extent Planday (acting reasonably) considers these to be required for the Partner to be able to appropriately market the Services in the Territory;
 - 4.1.3 deal with any after-sales enquiries or complaints from Customers;
 - 4.1.4 employ sufficient competent and qualified personnel to carry out its obligations under this Agreement;
 - 4.1.5 provide the Partner with such information as is reasonably required to verify commissions; and

- 4.1.6 provide the Partner with such other information in connection with the Services and/or the Customers as the Partner may reasonably require from Planday to be able to perform its obligations under this Agreement.
- 4.2 Planday may, at its sole discretion, change the specification of any of the Services and/or make changes to its then current Terms of Supply.

Planday shall inform the Partner, within a reasonable time, whether it accepts, refuses or otherwise intends not to execute any contract the Partner has procured for it.

5 Rights and duties of the Partner

Throughout the Term the Partner shall:

- 5.1 adhere to the requirements outlined in the third-party portal utilized by Planday for the Partner programme. These specific requirements are detailed within the Planday Partner Agreement.
- 5.2 at its own expense, act in good faith and with all due care and skill in the performance of its obligations under this Agreement, use all reasonable endeavours to promote the Services and to protect and enhance Planday's reputation, goodwill and commercial interests, comply with Planday's reasonable instructions and all policies notified to the Partner from time to time, and not, without Planday's prior written consent or express authorisation under this Agreement, incur any obligation or liability on behalf of Planday;
- 5.3 immediately inform Planday of any order or enquiry about the Services received by the Partner in connection with Customers or prospective customers outside the Territory;
- 5.4 comply with all its obligations as set out in, and in accordance with, the Marketing Plan;
- 5.5 comply with relevant laws and regulations, and obtain and maintain all licences, permits, consents, approvals and registrations as may from time to time be necessary for the marketing of the Services and generally in its performance of this Agreement. The Partner shall indemnify Planday against any and all liabilities incurred by Planday as a result of any breach by the Partner of this clause 5;
- 5.6 keep Planday fully informed of its activities in connection with the marketing of the Services and, on request, provide Planday with up to date and accurate written reports;
- 5.8 promptly report to Planday any complaints, problems or claims relating to the Services and promptly inform Planday of any after-sales enquiries concerning the Services, in each case that has been received by or communicated to the Partner or of which the Partner has otherwise become aware, and where and to the extent requested by Planday carry out and/or assist with investigations regarding the same;
- 5.9 not make any statement or give any representation, warranty or guarantee in respect of the Services, other than those set out in the Terms of Supply, without Planday's prior written consent;
- 5.10 employ sufficient competent and appropriately qualified personnel to carry out and comply with its obligations under this Agreement;
- 5.12 only use marketing, promotional or sales materials supplied or otherwise approved in writing by Planday and shall not in any way make any alterations to any such materials or to any Deliverables;
- 5.13 permit Planday or its duly authorised representatives to inspect all of its records and books of account relevant to this Agreement and allow Planday or its duly authorised representatives to take copies of the same. The rights set out in this clause 5.13 shall continue for a period of 12 months following termination of this Agreement; and
- 5.14 comply with the reasonable instructions of Planday in connection with any dispute, claims or proceedings in connection with the Services or any Customer, but shall not otherwise be involved in or take any action in connection with any such dispute, claims or proceedings other than with the prior written consent of Planday.

The obligations of the Partner under Clause 5 are in addition, and without prejudice, to the further record keeping and reporting obligations of the Partner (and audit rights of the Planday) under the Data Protection Addendum.

(B) Commission

For every Referral that becomes a Customer as a direct result of the Partner's performance of its obligations under this Agreement, Planday shall pay to the Partner a commission equal to the amount set out in the Planday Partner Agreement.

Where Planday previously appointed a Partner for the marketing of the Services in the Territory and that Partner is entitled to receive commission on the sale of the Services in the Territory even after the Commencement Date of this Agreement, then the Partner acknowledges that it is not also entitled to receive commission in connection with those same sales and agrees not to seek any such commission from Planday.

Commission shall be paid according to the terms in the Planday Affiliate or Referral Agreement.

Each party shall:

- keep full and accurate accounts and records and all invoices and receipts, in each case, which are in connection with transactions and other interactions with Customers carried out by the Partner on the Planday's behalf pursuant to this Agreement; and
- allow the other party and/or its duly authorised representatives to inspect and copy such accounts, records, invoices and receipts at all reasonable times.

(B) Anti-bribery

For the purposes of this clause 7 the expressions **adequate procedures** and **associated with** shall be construed in accordance with applicant anti-bribery rules in force in the Territory at any given time.

The Partner shall ensure that it and each of the Partner's personnel and all direct and indirect sub-contractors, suppliers, agents and other intermediaries of the Partner and all persons associated with the Partner or employed or acting for or on behalf of any of those persons referred to above, does not, by act or omission, place Planday in breach of any Bribery Laws. The Partner shall comply with all applicable Bribery Laws and ensure that it has in place adequate procedures to prevent any breach of this clause 7.2.

Without limitation to clause 7.2, the Partner shall not make or receive any bribe or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on its behalf, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

The Partner shall immediately notify Planday as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 7. Any breach of this clause 7 by the Partner shall be deemed a material breach of this Agreement that is not remediable and entitle Planday to immediately terminate this Agreement by notice under clause 12.1.1.

(B) Anti-tax evasion facilitation

For the purposes of this clause 8:

Partner Associated Person means all or any of the following:

- persons associated with the Partner (**Partner's Associates**); and
- persons associated with any of the Partner's Associates;
- in each case, involved in performing services for or on behalf of the Partner in connection with this Agreement.

The Partner shall ensure that it and the Partner Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Planday, of a: Corporate Failure to Prevent Offence; any tax evasion offence, each in connection with this Agreement. Without prejudice to the foregoing, the Partner shall ensure that it and all relevant Partner Associated Persons have in place such **Prevention Procedures** as it is reasonable in all the circumstances to expect the Partner and such persons to have in place to prevent any breach of this clause 8.

The Partner shall use all reasonable endeavours to ensure that Partner Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with Planday to facilitate the commission of any tax evasion offence in connection with the performance of its obligations in connection with this Agreement.

The Partner shall procure that Partner Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Partner or Partner Associated Persons in connection with the performance of its obligations in connection with this Agreement or otherwise.

Without limitation to clauses 8.2, 8.3, and 8.4 above, the Partner shall (i) ensure that all Partner Associated Persons involved in the performance of the Partner's obligations in connection with this Agreement have been vetted and that due diligence has been undertaken and is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances; (ii) maintain accurate and up to date records of any requests to facilitate any tax evasion offence or made to the Partner or any Partner Associated Person in connection with this Agreement and of any action taken by the Partner to inform the relevant enforcement bodies or regulatory authorities that the Partner or any Partner Associated Person has been requested to facilitate any tax evasion offence (except to the extent that the Partner is prevented by law from doing so); and (iii) maintain and provide such access to the records or information referred to in clause 9.

The Partner warrants and represents that it has not, and to the best of its knowledge, information and belief, no Partner Associated Persons have been investigated in connection with, or charged with having committed or facilitated the commission of, any tax evasion offence; or received any report (including a report from the Partner's external auditors, any Partner Associated Persons or any other person) or discovered any evidence suggesting that the Partner or any Partner Associated Person has committed or facilitated the commission of any tax evasion offence.

The Partner shall immediately notify Planday as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 8.

Any breach of this clause 8 by the Partner shall be deemed a material breach of this Agreement that is not remediable and entitle the Planday to immediately terminate this Agreement by notice under clause 12.1.1.

(B) Intellectual property

The Partner acknowledges and agrees that the Intellectual Property in the Services, and any other materials provided to the Partner by or on behalf of Planday and all goodwill associated with that and/or Planday's business; and the Intellectual Property in any materials created or developed by or on behalf of the Partner in connection with this Agreement are the property of Planday (the **Planday's Intellectual Property**) and that the Partner has no right to any of it.

The Partner shall:

- use the Planday's Intellectual Property only in accordance with the Planday's instructions and for the purposes of, and during the Term of, this Agreement;
- not take or omit to take or authorise any action or omission whereby any of the Planday's Intellectual Property or the Planday's ownership of it might be jeopardised or invalidated, nor use any trademarks, trade names, logos or other branding on or in connection with the Services in the Territory other than as previously approved by Planday in writing;
- not remove or alter any trademarks, trade names, logos or other branding or identification marks that have been included on the Deliverables or on any sales, promotional or marketing materials;
- and
- at Planday's request and expense, assist Planday in maintaining the validity and enforceability of Planday's Intellectual Property.

Planday shall defend or, at its option, settle any action brought against the Partner arising from any claim that the Partner's use of any of Planday's Intellectual Property (other than that which was developed or created by the Partner) for the purposes of the marketing of the Services in the Territory in accordance with this Agreement infringes any third party intellectual property right.

Planday's obligations under clause 9.3 shall not apply to any of the Services, the Deliverables or any of Planday's Intellectual Property that has been modified or used by the Partner other than strictly in accordance with this Agreement, and the Partner shall indemnify Planday against any liabilities arising out of or in connection with any claim in relation to such matters.

Planday's obligations under clause 9.3 are conditional on the Partner (i) promptly advising Planday in writing of any claim or action; (ii) making no admission as to, or settlement or compromise of, any claim or action without Planday's prior written consent; (iii) giving Planday, at its request, sole conduct of any defence and any settlement negotiations; and (iv) cooperating fully with Planday and providing Planday with all reasonable assistance in the defence or settlement of such claim or action.

The provisions of this clause 9 set out the entire liability of Planday and the sole remedy of the Partner in respect of its subject-matter.

(B) Data protection

Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under the Data Protection Addendum.

(B) Confidentiality

The Partner agrees that it may use the **Confidential Information** only in the exercise of its rights and performance of its obligations under this Agreement and that during the Term and thereafter it shall not use or disclose the Confidential Information except in accordance with this clause 11.

Subject to clause 11.4, the Partner may disclose the Confidential Information:

- to those of its employees, officers, professional advisers or representatives who need to know the Confidential Information in order to exercise the Partner's rights and perform its obligations under this Agreement provided that the Partner shall ensure that each of its employees, officers, professional advisers or representatives to whom such Confidential Information is disclosed is aware of its confidential nature and complies with this clause 11 as if it were a party; and
- to the extent required by law, to any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

The Partner shall indemnify and keep indemnified and hold harmless Planday from and against any losses, damages, liability, costs (including legal fees) and expenses which Planday may incur or suffer as a result of or arising from any breach by the Partner of its obligations under this clause 11.

To the extent any Confidential Information is Personal Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of the Data Protection Addendum.

Any breach of this clause 11 by the Partner shall be deemed a material breach of this Agreement that is not remediable and entitle Planday to immediately terminate this Agreement by notice under clause 12.1.1.

(B) Termination

Planday may terminate this Agreement with immediate effect at any time by giving notice in writing to the Partner if:

- the Partner commits a material breach of this Agreement and such breach is not remediable;
- the Partner commits a material breach of this Agreement which is not remedied within ten days of receiving written notice of such breach;
- the Partner brings Planday into disrepute, is convicted of an offence involving dishonesty, or is prevented by ill-health from performing its obligations; or
- any consent, licence or authorisation held by the Partner is revoked or modified such that the Partner is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

Either party may terminate this Agreement at any time by giving notice in writing to the other party if the other fails to pay its debts or perform its obligations in the ordinary course of business as they mature; or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, or assignment or composition for the benefit of creditors

On termination and without prejudice to any additional obligations of the Partner under the Data Protection Addendum:

- all rights and licences granted to the Partner under this Agreement shall cease and the Partner shall cease to market the Services;
- the Partner shall immediately cease to represent itself as an Partner or as otherwise acting for Planday or in relation to the Services and shall make no further use of Planday's Intellectual Property or other property of Planday;
- all outstanding invoices and other sums owed to the Partner by Planday shall be paid within thirty [30] days of termination or of receipt of a valid VAT invoice;
- all Deliverables, which are in the Partner's possession shall be returned to, or disposed of by the Partner as instructed by Planday, and the Partner shall certify in writing that this has been done;
- the Partner shall return or (at Planday's request) destroy all Confidential Information and other property of Planday then in its possession or control, and certify in writing that this has been done;
- the Partner shall return or (at Planday's request) destroy all marketing, promotional and sales material relating to the Services in its possession or control, and certify in writing that this has been done.

Termination of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination, including any right to claim damages in respect of any breach of this Agreement which existed at or prior to the date of termination.

Subject to applicable law, neither party shall have any liability to the other for damages, compensation or otherwise by reason only of the termination of this Agreement in accordance with its terms.

The provisions of clauses 1, 6, 9, 10, 11, 12.5 to 12.6 (inclusive), 13 to 16 (inclusive) and 18 to 32 (inclusive) and the Data Protection Addendum shall survive termination of this Agreement, however occurring.

(B) Limitation of liability

Notwithstanding any other provision of this Agreement, the liability of the parties shall not be excluded or limited in any way in respect of the following: death or personal injury caused by negligence; or fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.

Subject to clause 13.1, the total liability of Planday under or in connection with this Agreement and regardless of whether such liability arises in tort (including negligence), contract, breach of statutory duty or in any other way (including under any indemnity) shall not exceed the total amount of commission paid by Planday to the Partner in the 12 month period leading up to such liability.

Subject to clause 13.1, Planday shall not be liable for consequential, indirect or special losses.

Subject to clause 13.1, Planday shall not be liable for any of the following (whether direct or indirect): loss of profit; loss or corruption of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.

(B) Entire agreement

The parties agree that these Planday Partner General Terms and the Planday Affiliate or Referral Agreement, and any documents entered into pursuant to it, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement, or any documents entered into pursuant to it, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

(B) Notices

Any notice or other communication given by a party under this Agreement shall be in writing and in English, be signed by or on behalf of the party giving it, except for notices sent by email, and be sent to the relevant party using the contact person and notice details recorded for that party in the PartnerStack platform, as updated from time to time.

Notices shall be sent to:

Notices from the Partner to Planday shall be addressed to Planday A/S, for the attention of the Planday Legal Department, and copied to the Planday Partner Manager, using the contact details recorded in the PartnerStack platform.

Notices from Planday to the Partner shall be addressed to the Partner contact person using the contact details recorded by the Partner in the PartnerStack platform.

Each party shall keep its contact person and notice details in the PartnerStack platform accurate and up to date. A notice sent using the latest contact details recorded in the PartnerStack platform shall be validly given for the purposes of this Agreement.

(B) Force majeure

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement.

A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it (i) promptly notifies the other party of the Force

Majeure event and its expected duration; and (ii) uses reasonable endeavours to minimise the effects of that event and resumes performance of its obligations as soon as is reasonably possible.

If, due to Force Majeure, a party: (i) is unable to perform a material obligation; or (ii) is delayed in or prevented from performing its obligations for a continuous period of more than 30 Business Days, the other party may terminate this Agreement on not less than four weeks' written notice.

(B) Variation

Planday reserves the right to amend these Planday Partner General Terms, the Planday Affiliate or Referral Agreement and the Data Protection Addendum, at any time. Planday will provide the Partner with reasonable advance notice (not less than 4 weeks) of any material changes. Such notice may be provided by email. Minor or non-material changes, including but not limited to administrative updates, clarifications, or changes that do not adversely affect the Partner's rights or obligations, may take effect immediately without prior notice or approval by the Partner. If the Partner does not accept the notified material changes, the Partner may terminate the Agreement by providing written notice to Planday within 2 weeks of receiving notice of such changes. In this case, the Agreement will terminate before the effective date of the changes, and the Partner will not be subject to the amended terms. Continued participation in the referral program after the effective date of any changes constitutes acceptance of those changes.

(B) Assignment

The Partner may not assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without Planday's prior written consent.

Planday may at any time assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part.

(B) Set off

Any amount that the Partner owes to Planday under this Agreement or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Partner by Planday under this Agreement. Any exercise by Planday of its rights under this clause 19.1 shall not prejudice any other right or remedy available to it, whether under this Agreement or otherwise.

The Partner must pay all sums that it owes to Planday under this Agreement free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

(B) No partnership

The parties are independent businesses and are not partners or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. The parties are only Planday and Partner to the extent and in respect of the matters expressly set out in this Agreement. Save as expressly provided for in this Agreement, none of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

(B) Equitable relief

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction, and other equitable relief without proof of special damages.

(B) Severance

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid, or unenforceable,

the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

(B) Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

(B) Compliance with law

Each party shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its obligations under this Agreement, its employees, agents and representatives, shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement provided that neither party shall be liable for breach of this clause 24 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

(B) Conflicts within agreement

In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies: (i) the Planday Affiliate or Referral Agreement; (ii) these Planday Partner General Terms and (iii) the Data Protection Addendum; .

(B) Counterparts

This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

(B) Language

The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English. If this Agreement and any document relating to it is translated, the English version shall prevail.

(B) Third party rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any of the provisions of this Agreement. For the avoidance of doubt, any group related company of Planday shall have the right to enforce the provisions of this Agreement.

(B) Governing law

This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Denmark.

(B) Jurisdiction

Subject to clause 29, the parties irrevocably agree that the courts of Denmark shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedules:

[Marketing Guidelines](#)

[Planday General Terms](#)

Data Protection Addendum