fonio Partner Program Terms

April 2026 | Effective as of acceptance of the Partner Agreement

These Partner Program Terms ("Program Terms") form part of the fonio Partner Agreement. They set out the commercial parameters, operational rules, and obligations for each Partner Type. Tier thresholds and rates are set out separately in Annex A (Tier Schedule) to the Partner Agreement. Capitalised terms not defined here have the meaning given in the Partner Agreement.

PART A — COMMERCIAL TERMS

§1 COMMISSION RULES (REFERRAL PARTNERS)

1.1 Commission base: invoiced and collected net subscription fees. Excluded: taxes/VAT, refunds/chargebacks/write-offs, discounts granted by fonio, SMS fees, and outbound telephony/telecom costs (provided near cost). fonio may designate additional exclusions prospectively with 30 days' prior written notice.

1.2 Commission scope: commissions apply to software and AI subscription revenues only. SLAs, professional services, implementation, setup, and consulting fees are excluded. fonio reserves the right to define separate commission rules for future product lines (e.g., email AI) with 30 days' prior written notice, subject to the change mechanism in the Partner Agreement.

1.3 Payout: commissions accrue after the refund period has expired and payment has been collected. Payouts are made upon the Partner's written request in accordance with §10.1 of the Partner Agreement. Minimum payout threshold: EUR 100. Amounts below the threshold are carried forward until the threshold is met.

1.4 Commission expiry: accrued commission amounts that have not been requested for payout within 12 months from the date on which payout first became available shall expire and be forfeited without compensation. fonio will notify the Partner by email at least 30 days before any commission amount is due to expire, giving the Partner the opportunity to request payout.

1.5 Lead-only rule: if a fonio employee was in active contact with the customer before the Partner closed the deal, the commission rate is capped at 15% for 12 months,

regardless of the Partner's tier. No deal protection applies to Referral Partners.

1.6 Large customer clause: for customers exceeding 10,000 minutes/month in telephony usage, fonio may calculate commission on contribution margin (revenue minus documented variable costs including server, LLM, voice, telephony, and TTS costs) instead of gross revenue. fonio will give the Partner 30 days' prior written notice before applying this calculation to any customer. Upon the Partner's written request, fonio shall disclose the variable cost components used in the calculation within 14 days of receiving such request. The disclosed information shall be treated as Confidential Information by the Partner.

1.7 Trial period and refunds: no commission is payable for customers within fonio's trial or refund period who receive a full refund. Commission eligibility begins only after the refund period has expired and payment has been collected.

1.8 No compensation for failed referrals: fonio owes no commission, compensation, or reimbursement if a referred customer does not execute a contract with fonio or does not complete a purchase.

1.9 Partner-to-partner referral (Distribution Partner): a Partner in good standing (the "Distribution Partner") that introduces a new partner which fonio onboards (the "Referred Partner") earns 5% of the net subscription revenue fonio collects in respect of the Referred Partner's customers — whether the Referred Partner's referred customers (as a Referral Partner) or its resold end customers (as a Reseller Partner; for a Reseller, the net fees fonio invoices to and collects from the Referred Partner) — on the same base and exclusions as §1.1. Excluded is the Referred Partner's own usage and own-account revenue (Partner Account Minutes, own subscription, demo/test/own traffic). The override is paid by fonio and does not reduce the Referred Partner's own commission or discount.

1.10 The override applies to one referral level only — no stacked, chained, or multi-tier overrides. Attribution is set when the Referred Partner registers via the Distribution Partner's link or code; each Referred Partner has only one Distribution Partner; self-referral or circumvention voids the override.

1.11 The override is payable for the lifetime of the Referred Partner's participation, for as long as the Distribution Partner remains an active Partner in good standing (Agreement in force, account not lapsed under §5, not suspended or in uncured breach). fonio pays accrued amounts quarterly in arrears within 30 days of quarter-end (EUR 100 threshold and carry-forward per §1.3); refunded, charged-back, or written-off revenue may be offset against future payments. fonio may change the rate prospectively for new referrals on 30 days' notice, honoring overrides already attributed.

§2 RESELLER DISCOUNT RULES

2.1 Billing model: fonio invoices the Reseller Partner directly on a monthly basis. Invoices are consolidated monthly regardless of the individual start dates of licences. The Reseller Partner invoices its end customers independently. fonio has no billing relationship with the Reseller Partner's end customers.

2.2 Reseller Partners purchase fonio packages at their applicable tier discount (as set out in Annex A) and set their own resale prices independently.

2.3 Credit pool: if the Reseller Partner opts for an annual commitment plan, the commitment amount creates a credit balance for purchasing fonio packages. Unused credits roll over to the following billing period but expire after 24 months if unused. Excess usage beyond the credit pool is invoiced at the Partner's applicable discount rate. The commitment is a minimum floor, not a cap.

2.4 Billing options: Reseller Partners may elect annual or monthly minimum commitment payment, as offered on the Partner Program Platform. A monthly billing option may include a pricing premium compared to the corresponding annual commitment, as stated on the Partner Program Platform or otherwise agreed in writing.

2.5 SMS and outbound telephony: excluded from the tier discount. These are pass-through costs provided near cost by fonio.

2.6 fonio may publish recommended resale prices ("RRP") on the Partner Program Platform. Such recommendations are non-binding and the Reseller Partner remains free to set its own resale prices independently.

2.7 The Reseller Partner shall not engage in any pricing practice that is reasonably likely to materially harm fonio's brand reputation, market positioning, or the long-term viability of the fonio partner ecosystem. Without limitation, the following are considered material breaches of this obligation:

- systematically and persistently offering fonio's services below fonio's then-current published list prices in a manner that undermines fonio's direct sales channel;
- using fonio's pricing or brand in a misleading or deceptive manner, including by making false comparisons with competitors or creating the false impression that fonio's direct prices are higher than they actually are;
- using the Reseller discount primarily as a vehicle for price undercutting rather than for delivering genuine value-added services to end customers.

A breach of this clause entitles fonio to:

1. issue a written warning requiring the Reseller Partner to adjust its pricing practice within 14 days; and, if the practice continues,

2. suspend the Reseller Partner's discount, downgrade the Partner's tier, or terminate this Agreement for cause in accordance with §5.3 of the Partner Agreement.

2.8 Money-back guarantee pass-through: for as long as fonio offers a money-back guarantee to direct end customers (currently 30 days), Reseller Partners may offer the same guarantee to their end customers. If the guarantee is triggered and fonio refunds the Reseller Partner, no discount applies for that customer. If fonio modifies or discontinues the guarantee, the Reseller Partner's right to offer it ends accordingly.

2.9 Partner type change: if a Referral Partner converts to a Reseller Partner, all customers attributed before the type change remain subject to the Partner's then-current commission structure for at least 12 months following the type change, regardless of any tier reassessment under the new Partner Type.

§3 ATTRIBUTION AND TRACKING

3.1 Standard attribution: via partner code or affiliate link registered in the Partner Program Platform. Partner codes (discount codes) may only be shared directly with specific prospective customers (e.g., in personal conversations, emails, or meetings) — they may not be publicly displayed on websites, social media, or directories. Affiliate links may be used publicly.

3.2 Manual attribution: granted as an exception only, requiring significant verifiable proof (e.g., written customer confirmation by email) submitted within 3 months of the customer's purchase. fonio decides in its reasonable discretion. Claims submitted after 3 months will not be considered.

3.3 One customer, one partner: each customer may be attributed to one Partner only at any given time. Re-attribution to a different Partner requires fonio's prior written approval and takes effect no earlier than 12 months after the initial attribution.

3.4 Priority and conflict rules: Reseller attributions have priority over Referral attributions for the same customer. For conflicts between two Referral Partners for the same customer, fonio decides in its reasonable discretion, giving preference to the Partner with the earliest verifiable first contact (e.g., affiliate link click, partner code use, or documented introduction). fonio's decision on attribution conflicts is final.

3.5 Multi-department and POC rules: if a second department or business unit of an already attributed customer purchases fonio without a new partner attribution, the account is credited to the Partner who closed the first department. If multiple Partners conduct proof-of-concept trials with the same customer, only the Partner whose POC led to the actual purchase receives commission or credit.

3.6 Deal protection (Reseller Partners only): 30-day protection for opportunities above EUR 24,000 ACV (net), from fonio's written confirmation. Protection expires automatically if no agreement is signed within the protection period. fonio may revoke deal protection for repeated non-conversion. Deal protection does not restrict fonio from responding to inbound customer requests not triggered by the Partner's active solicitation, from servicing existing fonio customers, or from acting where required by law, security, or compliance. No deal protection applies to Referral Partners.

PART B — OPERATIONAL RULES

§4 PARTNER ACCOUNT MINUTES

4.1 Partner Account Minutes are provided for the Partner's internal pre-sales demonstrations, testing, and the Partner's own production traffic. They may not be used for billable customer services and may not be resold.

4.2 On an exceptional basis, a Partner may permit a prospective end customer temporary access to the Partner's demo environment solely for evaluation purposes, provided such use is genuinely limited to testing and does not constitute billable service delivery.

4.3 Minute allocations by tier are set out in Annex A. Referral Partner allocations are published on the Partner Program Platform.

§5 ACCOUNT ACTIVATION

5.1 Free plan Partners must bring at least 1 paying end customer within 3 months of joining to retain their Partner Account Minutes. "Paying customer" means a real end customer on a paid subscription.

5.2 If the activation requirement is not met within 3 months, Partner Account Minutes are removed (the account remains active).

5.3 After 6 consecutive months of inactivity, fonio may delete the free partner account. The account is reactivated when the Partner brings a paying customer, or the Partner may convert to a regular customer account.

5.4 Activation requirements do not apply to Partners on paid commitment plans.

5.5 Partner benefits, including Partner Account Minutes, Partner Plan pricing, and reduced rates, are made available strictly for demonstration, testing, and pre-sales purposes in support of the Partner's referral or reseller activity. They are not a

commercial plan and may not be used as the Partner's primary call infrastructure or as a substitute for a paid fonio subscription. If fonio determines that a Partner is using fonio primarily for its own operational needs rather than to demonstrate fonio to and acquire paying customers, fonio may require the Partner to switch to a regular customer account on the equivalent standard fonio commercial plan, on 30 days' written notice and with a 30-day cure period during which the Partner can either attribute a paying customer or migrate voluntarily.

§6 ENABLEMENT AND CERTIFICATION

6.1 Referral Partners: no enablement required to start. Free virtual fonio enablement is required to access and maintain the highest two tier levels.

6.2 Reseller Partners: free virtual enablement must be completed within 3 months of joining. Failure to complete triggers account activation rules (§5). Paid certification is required for the two highest tier levels.

6.3 Certified person requirement: at any time, a Reseller Partner at the two highest tier levels must have at least one individually certified person within its organization. If that certified person leaves the Partner's organization, the Partner must ensure a replacement is certified within 3 months. If the Partner fails to meet this requirement within 3 months, fonio shall downgrade the Partner to the next lower tier level that does not require individual certification. Such downgrade does not affect the Partner's existing end customer relationships. fonio may additionally treat the failure as a material breach subject to the cure mechanism in the Partner Agreement.

6.4 All enablements and certifications must be renewed every 12 months. fonio will notify the Partner by email at least 2 months before any enablement or certification is due to expire, giving the Partner the opportunity to arrange timely renewal.

§7 CUSTOMER CONTACT

7.1 Referral Partner customers enter into a direct contractual relationship with fonio. fonio may contact such customers directly for any purpose, including onboarding, billing, support, product updates, and commercial communication.

7.2 Reseller Partner end customers are primarily within the Reseller's customer relationship. During the term, fonio will not proactively contact Reseller end customers for sales or commercial solicitation. fonio may contact Reseller end customers only where reasonably necessary for: (a) compliance with law or regulatory orders; (b) security, fraud, or compliance matters; (c) critical technical incidents; (d) important product changes or service notices; (e) enforcing applicable customer terms; or (f)

transition of end customers upon termination. Where practicable, fonio will route such communications through the Reseller Partner first.

7.3 fonio retains sole discretion to accept or reject any customer introduced or proposed by the Partner.

§8 MARKETING AND BRANDING

8.1 Partners must use fonio brand assets only in accordance with the brand guidelines published on the Partner Program Platform.

8.2 No white-labelling. Co-branding ("Partner x fonio" / "powered by fonio") is available to eligible Reseller Partners at the two highest tier levels only, subject to fonio's prior written approval. fonio may revoke co-branding rights for cause (brand misuse, reputational harm, or guideline violations) without terminating the Agreement.

8.3 No misrepresentation: Partners must present fonio's offering accurately. Misleading, deceptive, or unsubstantiated claims are prohibited.

8.4 Paid advertising with a value exceeding EUR 1,000 requires fonio's prior written approval. The use of affiliate links in paid performance marketing channels (including Google Ads, Meta Ads, and comparable platforms) is prohibited unless expressly agreed in writing.

8.5 Partner codes may not be publicly displayed on websites, social media, directories, or any publicly accessible medium.

8.6 Joint marketing opportunities are available to Partners at the two highest tier levels on request, subject to fonio's discretion.

§9 PARTNER OBLIGATIONS

9.1 Compliance with local laws: the Partner is solely responsible for ensuring that all activities carried out under this Agreement comply with applicable local laws and regulations in each jurisdiction where it operates.

9.2 Sanctions compliance: the Partner warrants that it does not operate in, is not incorporated under the laws of, and is not controlled by persons or entities in any country or territory subject to comprehensive economic sanctions imposed by the European Union, United Nations, or the United States Office of Foreign Assets Control (OFAC). The Partner shall not use or make fonio's services available in connection with any sanctioned party, country, or territory.

9.3 No circumvention: Partners may not circumvent program rules, including tracking, attribution, pricing, or eligibility requirements.

9.4 Cooperation: Partners shall share timely and accurate opportunity information and coordinate with fonio on joint opportunities.

9.5 Customer signals (two highest tier levels): Partners at the two highest tier levels shall respond to fonio's customer signals (e.g., churn risk, upsell potential) within 5 business days and document the action taken. Failure to respond on 3 or more signals within a 12-month period may be treated as a material breach subject to cure.

9.6 Data protection: Partners must comply with all applicable data protection laws including the GDPR and applicable local regulations.

9.7 Credentials and records: Partners must protect access credentials and confidential information from the Partner Program Platform, maintain records to demonstrate compliance, and cooperate with reasonable audit and verification requests from fonio.

9.8 Organizational changes: Partners must notify fonio of material organizational changes (including changes in ownership, control, or mergers) that may affect eligibility or compliance under this Agreement.

9.9 Eligibility of large applicants — written approval required: for the majority of applicants, registration through the fonio Partner signup is sufficient to enter the program and no separate written approval is required. However, prior written approval by fonio is required where the applicant (i) serves more than 2,500 end customers, (ii) employs more than 250 staff, or (iii) generates annual revenue exceeding EUR 50,000,000. In these cases the partner relationship comes into effect only upon a written confirmation signed by an authorised representative of fonio; automated emails, account activations, or portal confirmations do not constitute such approval. The applicant must provide the requested company information and await countersignature by fonio before offering, reselling, or referring fonio services. Applicants may not circumvent this requirement through affiliates, subsidiaries, or group companies; any partner status obtained in breach of this clause is void from the outset, and fonio may withdraw partner status at any time if it becomes apparent that admission would breach a third-party agreement.

§10 RESELLER OPERATING RULES

10.1 One-to-one license rule: Reseller Partners may only pass on fonio licenses on a one-to-one basis. Each license purchased from fonio must correspond to exactly one end customer account. Splitting, pooling, or otherwise redistributing a single license across multiple end customers or users is strictly prohibited.

10.2 Each end customer must have their own separate fonio account and subscription. Bundling multiple end customers under a single account is not permitted.

10.3 Resellers must ensure end customers accept fonio's then-current Customer Terms and Privacy Policy before first use. Acceptance may be obtained through the Reseller's own onboarding process (e.g., click-through, email confirmation, or signed order form), provided fonio's terms are presented in full and the Reseller retains evidence of acceptance.

10.4 Resellers handle first-level support and escalate to fonio for second and third-level issues. If an end customer contacts fonio directly, fonio will use reasonable efforts to assist but may redirect the customer to the Reseller for first-level support.

10.5 Resellers must cooperate with fonio on any end-customer breach, compliance, or security matter.

10.6 fonio may suspend an end customer's access for material payment default or other serious cause. Resellers must ensure their own customer agreements include suspension and termination rights sufficient to give effect to fonio's measures under this clause.

10.7 Subpartners: Reseller Partners may engage subpartners without fonio's prior consent for arrangements generating below EUR 5,000/month in revenue, provided the Partner ensures the subpartner's full compliance with all applicable obligations under this Agreement and the Program Terms. For arrangements generating EUR 5,000/month or more, the Reseller Partner shall notify fonio in writing prior to engaging such Subpartner. fonio shall respond within 14 days of receiving such notification. If fonio does not respond within 14 days, approval shall be deemed granted. fonio may refuse consent for justified reasons (compliance, reputational, security, or credit risk) and shall state the reason for refusal in writing.

PART C — NON-COMPLIANCE AND VERSION HISTORY

§11 NON-COMPLIANCE

11.1 Consequences of non-compliance may include: loss of specific benefits, tier downgrade, suspension of Partner Account Minutes, suspension of commission or discount payments, or removal from the partner program.

11.2 These consequences are in addition to any contractual remedies under the Partner Agreement (including termination for cause).

11.3 Where specified on the Partner Program Platform, cure and reinstatement procedures are available.

VERSION HISTORY

Version	Date	Changes
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