

PAYONEER WORKFORCE MANAGEMENT MARKETING AFFILIATE PROGRAM TERMS AND CONDITIONS

Last updated: 05 May 2026

INTRODUCTION; ACCEPTANCE; UPDATES

These Payoneer Workforce Management Marketing Affiliate Program Terms and Conditions (this “**Agreement**”) are between **SKUAD PTE LIMITED (UEN No.- 201920103Z)** a company incorporated under the laws of Singapore, having its registered office at 68 Circular Road, #02-01, Singapore - 049422 part of the same corporate group as Boundless Technologies Limited, its wholly owned subsidiary (“**Skuad**”, “**Company**”, “**we**”, us, “**our**”) and the marketing affiliate (“**Affiliate**”, “**you**”, “**your**”).

This Agreement governs your participation in Company’s marketing affiliate program relating to the promotion and marketing of the Payoneer workforce management platform and related services provided by Company (or Company affiliates) to its customers (the “**Program**”).

This Program is administered via a third-party platform enabling your enrolment and via which your ongoing participation following your acceptance is managed (the “**Affiliate Tool**”). Any commission offers, program requirements, enrollment terms, payout rules, validation periods, marketing guidelines and any other instruction provided to you by the Company in any way and/or that are published on the Affiliate Tool, including any policies provided to you by the Affiliate Tool provider (collectively the “**Program Policies**”) are incorporated by reference and form part of this Agreement.

We may update or replace this Agreement and/or Program Policies from time to time, including if the Program changes or terminates. Notice may be given electronically (including in-app notification or email). If you do not agree, you may terminate as set forth in the terms below.

1. DEFINITIONS

“**Data Protection Laws**” means (a) the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“**GDPR**”) and laws implementing or supplementing the GDPR, and any data protection laws substantially amending, replacing or superseding the GDPR; (b) the GDPR as transposed into the United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (“**UK GDPR**”), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom (as amended and superseded from time to time); (c) the Data Security Law of the People’s Republic of China, Cybersecurity Law of the People’s Republic of China, Personal Information Protection Law of the People’s Republic of China; (d) the Singapore Personal Data Protection Act 2012; and (e) all other applicable laws, rules, regulations, regulatory guidance and regulatory requirements from time to time, in each case in each jurisdiction where the Parties Process Personal Data.

“**Customer Transaction**” has the meaning ascribed to it as set out in the Affiliate Tool or Program Policies.

“**Workforce Management Services**” or “**WFM Services**”) means certain workforce management services and access to a technology platform through which such services are supported as provide by Skuad or and/or its affiliates to its customers.

“**Prospect**” means any person or entity that is not currently a customer of Company (or its affiliates) for the WFM Services and is not in Company’s active sales process, as determined by Company in its sole and absolute discretion.

“**Lead**” means Prospect’s data that was submitted through the Affiliate Tool via an affiliate link or other method we approve in writing.

“**Qualified Lead**” means a Lead that satisfies the eligibility criteria set out in this Agreement and the applicable Program Policies and that received a formal price quotation for the provision of WFM Services from a member of the Company’s sales team, and that Company designates as qualified in its sole and absolute discretion.

“**Commission**” means the referral fee payable for a Qualified Lead, as set out in the applicable offer provided via the Affiliate Tool and/or Program Policies.

“**Company Materials**” means Company-provided marketing materials, including company marks, service descriptions, documentation and collateral provided or approved by us to promote, market and introduce the WFM Services under this Program by Affiliate.

“**Confidential Information**” has the meaning set out in Section 10.

2. NON-EXCLUSIVITY

This Agreement is non-exclusive. Both parties may work with others and recommend similar products or services, subject to this Agreement and Program Policies.

3. AFFILIATE APPLICATION; ACCEPTANCE; ENROLLMENT REQUIREMENTS

You must complete an application via the Affiliate Tool. We may accept or reject any application in our sole and absolute discretion. We may require additional information or certifications. If we do not notify you of acceptance within the timeframe stated in Program Policies (or within thirty (30) days if not stated), your application is rejected.

Enrollment criteria. If the Program Policies specify enrollment steps, you must complete them within the stated timeframe (or within thirty (30) days if not stated) or we may terminate your participation.

4. SOLE AND ABSOLUTE DISCRETION; AFFILIATE ACTIVITIES; MARKETING AUTHORITY.

During the term of the Program, we engage you on a non-exclusive basis to refer and introduce Prospects to us in connection with our workforce management and related services. You shall exercise sound and professional judgment when making referrals and shall not share or disclose any referrals or introductions made to us with any of our competitors.

You may refer Prospects to us only through links, tracking mechanisms or other referral methods that we make available or approve in writing (including any tracking links provided through the Affiliate Tool). You are responsible for ensuring that any such links are correctly used and maintained to allow accurate tracking, reporting and commission attribution.

We may provide you with approved marketing or promotional materials, including text, graphics, trademarks and logos, for use solely in connection with the Program (“**Marketing Materials**”). Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, revocable, non-transferable and non-sublicensable license during the term to use such Marketing Materials solely as provided by us. You may not modify, adapt, combine or otherwise alter any Marketing Materials, nor use them in any manner that is misleading, inconsistent with our materials, or that may harm our goodwill. All intellectual property rights in the Marketing Materials and our services remain exclusively ours, and we may revoke your license to use them at any time at our sole and absolute discretion.

You acknowledge and agree that you have no authority to bind us, to enter into agreements on our behalf, or to act as our agent or representative. You shall not make any commitments, representations or warranties on our behalf, whether express or implied.

Unless we expressly approve otherwise in writing in advance, you shall not charge or receive any fees or other compensation from any Prospect or qualified lead in connection with the Program. If we approve you charging a fee for your own separate professional services, such fee must be clearly disclosed to the Prospect as your own fee, must be independent of our services, and must not be represented as a fee charged by us.

5. ELIGIBILITY; LEAD ACCEPTANCE.

To be eligible for Commission for a Qualified Lead the Qualified Lead must have arrived at our website registration page, or be submitted, only via the approved link provided via the Affiliate Tool, and you must remain compliant with this Agreement and Program Policies.

We will determine in our sole and absolute discretion whether a Prospect is a Qualified Lead, and whether Commission is payable. Any status, report, or indicator shown in the Affiliate Tool is for administrative convenience and does not limit our rights or determinations under this Agreement.

A Prospect may be deemed invalid or rejected (including after initial acceptance) if, in our sole and absolute discretion:

- (i) the Prospect is an existing/former customer or is/was previously engaged with us for the purpose of concluding a sales process;
- (ii) the Prospect was previously referred by another party;
- (iii) the Prospect is an affiliated company of ours or of the Affiliate (meaning is either controlled by, or under common control with, us or the Affiliate);
- (iv) the Prospect was obtained via fraud, misleading conduct, cookie stuffing, prohibited paid search, masked URLs, automation, incentives, or other conduct we deem contrary to the spirit of the Program;
- (v) acceptance would create legal, compliance, reputational or operational risk for us.

We may choose whether and how to engage any Prospect and may negotiate independently. We will have no liability to Affiliate for deciding not to pursue or contract with any Prospect.

6. AFFILIATE PROHIBITIONS; INDEPENDENT CONTRACTOR

Without limiting the foregoing, you shall not make statements regarding: (i) employment classification, (ii) payroll tax treatment, (iii) immigration/visa outcomes, (iv) regulatory compliance guarantees, (v) onboarding timelines/SLAs, (vi) pricing/discounts/fees, or (vii) any legal/compliance outcome, except as explicitly approved in writing by Us.

You shall not charge or receive any fee or compensation from any Prospect or Qualified Lead in connection with the Program without Our prior written approval for each instance; any approved fee must be clearly disclosed as Your own separate fee and not as part of the Company's fees.

You act as an independent contractor; no joint venture, employment, or agency relationship is created under this Agreement.

7. MARKETING; TRADEMARKS; QUALITY CONTROL; PROGRAM RESTRICTIONS

You may use Company Materials solely to market the WFM Services under this Program. You must not alter, modify, combine, or create derivative works from Company Materials without our prior written approval.

All uses of Company Materials must conform to Company standards and requirements.

You may use Company's trademarks only as approved by Company in writing or in a manner as approved within Company Materials and only for purpose of this Program, in compliance with guidelines provided by the Company or as published withing Program Policies. Company may require immediate discontinuation at any time at our sole discretion.

Affiliate grants Company a nonexclusive right to use Affiliate marks in connection with the Program.

8. COMMISSION; PAYMENT; TAXES; WITHHOLDING; FORFEITURE

You acknowledge that we shall charge Qualified Leads that agree to register to the WFM Services, a fee for the use of the WFM Services in an amount to be decided at our sole discretion ("**Service Prices and Fees**"). It is clarified and confirmed that such Service Prices and Fees may be updated by us from time to time at our sole discretion and in accordance with our policies and procedures in place at the time of the fee update. In the event of any update or change in the Service Prices and Fees, you must promptly update any Service Prices and Fees as reflected and presented in any marketing and /or promotional material previously approved by us in writing.

All commission terms are defined in the applicable offer in the Affiliate Tool or Program Policies. Commission is payable only for verified Qualified Leads, provided the Affiliate remains compliant at all times with Program Policies.

We may use third-party payment processors. Payment timing may be stated in Program Policies and may be dependent on Company's recognition/collection of amounts. Affiliate is responsible for maintaining accurate payment information. Company may delay, withhold, or set-off Commission where Company reasonably believes verification is required, Affiliate is non-compliant, fraud is suspected, or a claim/regulatory inquiry may arise from Affiliate's conduct. If Affiliate fails to complete required payment setup/tax documentation within the timeframe stated in Program Policies (or six (6) months from Qualified Lead if not stated), Affiliate's right to Commission for those transactions is forfeited.

The Affiliate acknowledges that all Commission payments are administered exclusively through the Affiliate Tool and that the Company does not make direct payments to Affiliates. Payment of any Commission shall be made in accordance with the terms applicable to the Affiliate's use of the Affiliate Tool and the Program Policies. The Company shall have no responsibility or liability with respect to the payment of Commissions to the Affiliate once payment has been remitted by the Company to the Affiliate Tool provider.

Affiliate is responsible for all taxes, duties, fees, and compulsory payments applicable to Commission and for maintaining any required registrations. Company may require W-8/W-9 or similar forms.

Any dispute regarding Commission calculations or eligibility must be submitted in writing with reasonable detail within thirty (30) days after the relevant report/invoice/notification; otherwise, it is irrevocably waived. Affiliate irrevocably waives any right to audit Company's books and records in respect of any amounts payable under this Agreement or otherwise.

9. OWNERSHIP IN DELIVERABLES; COSTS

Affiliate assigns to Company all rights, title and interest in and to Deliverable Items to the extent created specifically for Company in connection with the Program and will execute documents reasonably necessary to perfect such rights. Affiliate shall not use Deliverable Items except as permitted under this Agreement. "**Deliverable Items**" means all work and deliverables generated by Affiliate (alone or jointly) in connection with the Program, including notes, documents, materials, promotional/marketing materials, records, strategies, lists and other tangible items.

You agree that you shall bear your own costs and expenses in performing Program activities.

10. CONFIDENTIALITY

You acknowledges that in performing Your obligations under this Agreement You may be entrusted with certain confidential and/or proprietary information concerning Company and Company's group of companies and the business practices of Company, any of its affiliated companies, its business and customers, including but not limited to lists of customers, employees, products, product development, pricing and marketing strategies, training manuals and materials customers agreements, promotion and marketing guidelines and/or the Company's terms and conditions for its services as applicable (collectively, "**Information**"). You acknowledge that all information has commercial value and is proprietary to Company. You agree to keep all information confidential and not to disclose any information to any Person or use any Information for any purpose other than the fulfillment of Your duties under this Agreement, except that You may disclose:

- a. Any portion of the Information that was or becomes generally available to the public other than as a result of a disclosure by the You or wrongful disclosure by any other Person; and
- b. Any portion of the information required to be disclosed by law or any regulatory agency or by court order or pursuant to governmental process, provided that You have notified us as soon as is practicable of any such disclosure requirement.

Upon termination of the Agreement, you will immediately return to us all Information in Your possession or control.

11. DATA PROTECTION AND PRIVACY

In the event any personal data will be disclosed between the parties, the parties agree that each party shall act as an independent data controller and comply with applicable data protection laws in connection with its processing of any such personal data.

12. REPRESENTATIONS; COMPLIANCE (AML / SANCTIONS / ANTI-SLAVERY)

You represent that You have the right and power to enter into and perform this Agreement and that You are not a party to any agreement, contract, or understanding that would, anytime during the Term, prevent, limit or hinder Your performance of this Agreement and obligations hereunder.

You represent that You will act in a competent, professional manner; avoid deceptive practices; and comply with applicable law and required registrations/approvals.

You undertake and represent that You shall comply with all applicable laws and regulations promulgated in countries and regions such as the U.S., EU, and international regulations designed to combat money-laundering activities and criminal activities. You represent and warrant that (i) You (and each of Your principal owners, officers, employees and representatives) is not and have not been involved in any fraudulent or criminal activities, including money-laundering activities, (ii) You are committed to preventing the use of Your operations for any fraudulent activity or for any activity facilitating fraud and (iii) You shall take all appropriate and reasonably necessary steps to prevent use of Your operations for the same. You shall comply with all applicable law and regulations designed to combat money-laundering activities, terrorist financing and criminal activities.

You agree that You shall comply with sanctions programs administered by OFAC and applicable export/sanctions laws and will not export, re-export, transfer or provide services to prohibited countries/individuals.

You warrant that You will comply with applicable anti-slavery and human trafficking laws, include equivalent provisions in subcontractor contracts, and notify Company of suspected breaches; You represent that You have not been convicted of slavery/human trafficking offences nor are You subject to investigation for such offences.

13. INDEMNIFICATION; LIMITATION OF LIABILITY; DISCLAIMERS; NO WARRANTY

Affiliate will indemnify, defend and hold harmless Company and its affiliates, officers, directors, employees, agents, service providers and licensors from and against any claims, demands, actions, suits, investigations, fines, penalties, damages, settlements, costs and expenses (including attorneys' fees) arising out of or relating to: (i) any breach by Affiliate of any representation, warranty, agreement or other provision set forth in this Agreement or (ii) any negligence, fraud, misrepresentation, willful misconduct or other wrongdoing by Affiliate in connection with the performance of this Agreement or (iii) any breach of the terms set out in the Affiliate Tool or Program Policies and (iv) any liability which Company incurs to a third party (including Prospects, and/or Qualified Leads) to the extent caused or contributed to by the Affiliate. Neither party is liable for indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, goodwill, data or business opportunities, to the extent permitted by law. The liability limitations do not apply to Affiliate's indemnification obligations or breaches of confidentiality/ownership obligations, to the extent permitted by law. If Company is found to be liable for any damage and/or loss in accordance with its obligations under this Agreement, any damages to be paid by Company shall not exceed an amount equal to the Commission paid by Company to the Affiliate in the month immediately preceding the month during which the claim first arose. Any right of compensation pursuant to this section shall be invalidated if legal proceedings/action to claim compensation is not instituted by Affiliate within twelve (12) months of the damage and/or loss having arisen.

Company makes no warranty, express, implied, or statutory, with respect to the Skuad Services, including without limitation any implied warranty of reliability, usefulness, merchantability, fitness for a particular purpose, noninfringement, or those arising from the course of performance, dealing, usage, or trade. Company does not guarantee use of the Skuad Services will be uninterrupted, secure, timely, or error-free due to factors outside Company's reasonable control, including actions by third parties and force majeure events. For the purposes of this clause, "Force Majeure Event" shall mean any act or event that prevents Company from performing any of its obligations under this Agreement by reason of any circumstances beyond the control of Company including, without limitation: (a) acts of God, fire, explosion, terrorism or war; (b) any applicable law or regulation, direction, action or request of any governmental authority which is binding on Company.

14. TERM; TERMINATION; EFFECTS

This Agreement starts upon Affiliate's acceptance into the Program and continues until terminated. Either party may terminate on sixty (60) days' written notice (or such other period as specified in Program Policies). If we update or replace this Agreement, you may terminate on five (5) days' written notice, provided such notice is sent within ten (10) days after we notify Affiliate of the change.

We may terminate this Agreement immediately if: (i) You materially breaches and fails to cure within thirty (30) days after notice; (ii) Affiliate becomes insolvent; (iii) Affiliate violates any applicable law; (iv) Affiliate defaults on amounts due to Company (if applicable); (v) Company determines Affiliate acted in a way that has or may negatively reflect on or affect Company, Prospects, or customers, (vi) indulges in or commits any actions or omissions which in Company's reasonable opinion may adversely affect or damage Company's reputation or prejudices Company's interests; (vii) misappropriates and/or misuses Company's technology platform or other intellectual property rights; (viii) makes any unauthorized negligent disclosure of Confidential Information provided by us; or (ix) is charged with any felony or crime involving moral turpitude, fraud or misrepresentation.

Effects; post-termination commissions.

Upon effective date of any termination, Affiliate shall immediately discontinue use of the Affiliate Tool and shall return to Company all Company's Information Company Materials, any intellectual property of Company any other, marketing materials, equipment, supplies, information relating to Prospects and/or Qualified Leads, and any other property belonging to, or related to, Company in Affiliate's possession at the time of termination. Furthermore, Affiliate shall immediately cease using the Company's Information and/or intellectual property, marketing materials, names, logos and trademarks of Company or any other entity within the same group of companies.

Affiliate shall not be eligible for Commission after termination except if expressly provided for otherwise in the Program Policies. Any Leads not converted to Qualified Leads prior to termination are not valid for Commission and Company may retain them in its database and engage them at its discretion.

15. GENERAL

Force majeure. Neither party is liable for delays due to events beyond reasonable control, subject to reasonable mitigation.

Disclosure of relationship. Affiliate is solely responsible for disclosing its affiliate relationship to Prospects/customers as required by law and hereby agrees to indemnify Company for Affiliate's failure to do so.

Governing law/venue. This Agreement is governed by the laws of Singapore, and the courts of Singapore shall have exclusive jurisdiction to govern in the event of a dispute.

Severability. If any provision is unenforceable, it shall be replaced to best effect, and the remainder of the Agreement provisions shall continue.

Notices. Notices shall be sent to the addresses/emails on record (including electronic notice).

Entire agreement. This Agreement (including Program Policies) is the entire agreement and supersedes any prior agreements on this subject matter.

Assignment. Affiliate may not assign this Agreement without Company's prior written consent. Company may assign to affiliates or in connection with corporate transactions.

No third-party beneficiaries. No third parties shall have any rights granted under this Agreement.

Survival. Termination or expiration of this Agreement shall not affect any rights or obligations which by their nature are intended to survive, including without limitation Section 8 (Commission; Payment; Taxes; Withholding; Forfeiture), Section 9 (Ownership in Deliverables; Costs), Section 10 (Confidentiality), Section 11 (Data Protection; Information Security), Section 13 (Indemnification; Limitation of Liability; Disclaimers), Section 14 (Effects of Termination, to the extent relating to post-termination rights or restrictions) and Section 15 (General provisions), including Governing Law and Venue, Notices, Severability, Assignment, No Third-Party Beneficiaries and Entire Agreement. In addition, termination or expiration shall not relieve either party of any liability arising from any breach of this Agreement occurring prior to such termination or expiration, nor affect any accrued payment rights or obligations. For the sake of clarity, no Commission shall be payable in respect of any Lead that has not become a Qualified Lead prior to the effective date of termination, unless expressly stated otherwise in the Program Policies.