

TIS Partner Program

Partner Program Rules



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1. TIS Partner Program

Welcome to the TIS Partner Program.

At TIS we are continuously exploring innovative ways to strengthen our relationship with partners across the globe.

As a TIS partner, you will be empowered to compete more effectively and increase your profitability by advising, integrating or selling the TIS platform and services. Partnering with TIS will give you the ability to grow sustainable business for managing corporate payments and cash flows worldwide by

- developing new opportunities. Generate new business and increase cross- and upselling opportunities with our unique SaaS solution. Our whole organization will support you through the entire sales cycle with dedicated marketing, sales, and technical resources. We believe that a strong team approach will maximize our joint efforts to generate happy customers.
- simplifying current solutions. Our powerful SaaS platform eliminates the need to maintain other programs, bank channels and bank connections. This gives you the chance to solve customer challenges in a comprehensive and very efficient way which will help you to focus on the essentials. - Your success!
- getting rewarded. We believe in sustainable partnerships and strong relationships. Moreover, we believe that top performance should be rewarded why we offer a motivating incentive program to reflect all the effort and hard work which lead to extraordinary results.

2. TIS Partner Profiles (Levels)

The TIS Partner Program has four programmatic partnership profiles: Referral Partner, TIS Certified Partner, TIS Onboarding Partner and TIS Authorized Technology Partner. The Referral Partner profile is the typical entry point into the program. TIS Certified Partner is the way to sell our solutions or wrap dedicated consulting services around it. The TIS Onboarding Partner is the most intensive profile category of partnership. Those partners are extremely fit to provide valuable onboarding and implementation services to customers. The TIS Authorized Technology Partner profile is suited for partners who want to add TIS to their own products or services in their own markets. Which partner profile is best for you? Speak with us – we will determine the perfect fit of the partner puzzle for each of our partners.

2.1 Referral Partner

We are always seeking for new opportunities and customers. Become a promotor or early advisor in your region. For reporting a lead that is accepted by TIS, a Referral Partner will receive a certain incentive per qualified lead. Further details will be defined in the appropriate Partner Agreement.

2.2 TIS Certified Partner

Creates opportunities with TIS and provides consulting services on TIS projects. A TIS Certified Partner is trained and certified on the TIS platform and

- creates opportunities and is equally capable of winning/closing customers with the TIS platform
- provides consulting services on the TIS platform and/or consulting services on treasury/financials
- is the first contact for the customer in their region

Please be referred to the respective Agreement for further details.



2.3 TIS Onboarding Partner

Implement and onboard the TIS platform at customers. A TIS Certified Onboarding Partner is trained and certified on the TIS platform and

- provides implementation and onboarding services on their own behalf
- will be requested by TIS to carry out implementation services
- supports TIS during the on-boarding and rollout of projects with consulting services

Please be referred to the respective Agreement for further details.

2.4 TIS Authorized Technology Partner

Embeds the TIS platform or TIS technology into their own platform and customer base and

- enhances Partner's solution by integrating the TIS platform into their solution or platform
- generates additional revenue and/or more value by adding complementary services to TIS
- builds new products and services around our EPO platform

Please be referred to the respective Agreement for further details.

TIS Partner Program / Benefits & Requirements	Referral Partner	TIS Certified Partner	TIS Certified Onboarding Partner	TIS Authorized Technology Partner
Listed as official TIS Partner	\bigotimes	\bigotimes	\bigotimes	\bigotimes
Entitled for Sales & Presales Support	\bigotimes	\bigotimes	\bigotimes	\bigotimes
Demo Tenant		\bigotimes	\bigotimes	\bigotimes
Authorized providing tech support in specific regions			\bigotimes	\bigotimes
SPOC for the region		\bigotimes	\bigotimes	
Entitled for Marketing Support	\bigotimes	\bigotimes	\bigotimes	\bigotimes
Use of TIS logo and trademarks	\bigotimes	\bigotimes	\bigotimes	\bigotimes
Co-branded websites, newsletters, activities		\bigotimes	\bigotimes	\bigotimes
Access to TIS Partner Portal		\bigotimes	\bigotimes	\bigotimes
Dedicated TIS Partner Manager		\bigotimes	\bigotimes	
Partner Commission (on pricelist)	15%	30%		TBD
Expected ARR		250.000 €		TBD
Training Costs			1.500€ / person	
Certification Costs			250 € / person / year	
Partner Agreement	$\overline{\boldsymbol{\bigotimes}}$	\bigotimes	\bigotimes	\bigotimes
Annual Business & Marketing Plan		\bigotimes		TBD
Quarterly Business Reviews		\bigotimes		TBD
Dedicated TIS Certified Expert		2		
Dedicated TIS Certified Professional			3	
Minimum number of projects			4 per year	

3. Partner Benefits & Requirements (Program Summary)

4. TIS Partner Program Rules

The TIS Partner Program Rules (the "Program Rules" or "Partner Program Rules"), which include the foregoing summary of the TIS Partner Program benefits and requirements (the "Program Summary"), set forth the guidelines, rules, regulations, procedures, and policies governing your participation, as an authorized reseller of TIS products, in the TIS Partner Community. Capitalized terms used but not defined in these Program Rules will be specified in your Partner Agreement. If there is a conflict between these Program Rules and your TIS Partner Agreement, these Program Rules will govern. TIS reserves the right to administer the TIS Partner Program and to interpret and enforce these Program Rules at its discretion.



4.1 Partner Program Benefits

4.1.1 Access to Partner Portal

The TIS Partner Portal is the central location for all information around the Partner Program, product details, sales collaterals, and technical documentations. The TIS Portal may be accessed only by TIS partners in good standing by their registered Partner employee contacts. Access may be terminated at any given time at TIS's discretion. The TIS Partner Portal is a restricted area for TIS Certified Partners and can be accessed via: <u>https://www.tis.biz/solutions/partner-portal/</u> plus a Password.

4.1.2 Partner Commission

The Partner Margin will be calculated according to your Partner Profile. The commission is based on the TIS local price list after applicable discounts have been applied. TIS may from time to time change its price lists. Such changes will become effective 30 days after notice to you. TIS's local price list is available to you at the Partner Portal, and you agree to keep up-to-date with respect to TIS's current prices. In case of any changes in the TIS's price list, you will be informed of such changes.

TIS may occasionally offer additional discounts and incentive programs to eligible partners. To the extent TIS offers such additional discounts and incentive programs, you will only be entitled to receive such discounts and incentives if you have met the applicable terms and conditions established by TIS as its discretion.

4.1.3 Partner Management

TIS Certified Partners and TIS Certified Onboarding Partner will be assigned to a TIS Partner Manager as a primary point of contact with respect to the Partner Program.

4.1.4 Pre-Sales Enablement

For TIS Certified Partners and TIS Onboarding Partners TIS will grant up to 10 days of Consulting Services provided by TIS, in the first 3 months after the effective date of your Partner Agreement. By this, TIS will give you the best possible start to become a successful member of the TIS Partner Ecosystem. Such Consulting Services may be used solely for the purpose of training your Pre-Sales and Consulting staff in a proof-of-concept engagement with a prospective end user. Provision of such discounted Consulting Services by TIS is dependent on the availability of TIS Pre-Sales consulting resources and will be subject to advance notice requirements on the part of the Partner, as established from time to time by TIS.

4.1.5 Partner Listing

TIS will list you as a partner in the Partner Directory on our website. Priority listing in the Partner Directory may be available only through qualification within additional incentive programs for TIS Partners.

4.1.6 Partner Marketing Services

You will have access to applicable TIS marketing materials free of charge. In addition, you will have access to certain marketing campaigns and events. All activities defined and agreed in the required annual Business Plans will be supported by our sales and marketing teams.

4.1.7 Use of TIS's Partner Logos

Your Partner Agreement sets forth the terms and conditions for use of the TIS Partner logos. Use of such logos are further subject to our Brand Guidelines and Policies located on the Partner Portal.



4.1.8 Reference and Case Study Development Support

The TIS Partner program puts your organization's achievements and expertise in the spotlight and rewards your efforts and commitment you have put in this partnership. TIS Partner Program will work jointly with partners to create case studies of a successful deployment with any of the products from the TIS platform with a nominated customer. The customer success story process will be managed by TIS.

4.2 Partner Program Requirements

4.2.1 Partner Agreement

During the application process, potential partners must execute the Partner Agreement within a period of 90 days. The Partner Agreement, along with these TIS Partner Program Rules and policy documents referenced herein, defines the relationship between TIS and the partner.

4.2.2 Partner Profiles, Levels and Revenue Goals

With your partner profile your requirements, benefits and commissions are determined. To qualify for a specific profile, stated in the TIS Partner Benefits & Requirements, your annual commitment must equal or exceed the defined requirements and targets. If you are a partner who enrolls in the Partner Program after the effective date of these Partner Program Rules, your yearly commitment will be adjusted to the effective run rate of the year.

At the beginning of the partnership, both the partner and TIS will set-up a joint Business Plan to define motivational and achievable targets. TIS will support you during the first ramp-up phase with dedicated sales and presales resources during the first customer on-boarding projects. In an event, you may want to expand your activities and commitment towards TIS you have the chance to switch between the different Partner Profiles / Levels. Partner Agreements will be adjusted accordingly.

4.2.3 Joint Business Planning and Quarterly Review

Before the effective date of your Partner Agreement with TIS, preferably 60 days in advance, you agree to establish an initial Business Plan in consultation with TIS. You also agree to establish an annual Business Plan in consultation with TIS at the beginning of each calendar year thereafter. These business plans will be reviewed with you after the end of each quarter of the FY.

4.2.4 Dedicated Relationship Manager

For TIS Certified Partners and TIS Onboarding Partners, both parties will assign a primary point of contact with respect to the Partner Program and relationship.

4.2.5 Education and Certification Requirements

To ensure that you are qualified to promote/sell the TIS platform, products, and services and to provide Implementation & Onboarding Services to end users, you must run through the Training & Certification Process according to No 3 of this agreement and to the description on the Partner Portal. You should fulfill the requirements at least within 6 months (or such other period as determined by TIS) of the effective date of your Partner Agreement. Re-Certification must be completed on an annual basis. Appropriate training sessions will be provided by TIS on a regular base and will be displayed on the Partner Portal.

Except as expressly provided otherwise in these Partner Program Rules or your Partner Agreement with TIS, all training necessary to meet and maintain the education and certification requirements are at your own cost and expense. Pricing is specified in No 3 of the TIS Partner Program or on the Partner Portal.



4.2.6 Joint Marketing Activity

TIS provides a wide range of marketing programs, materials, and resources to support joint marketing activities and demand generation. Certain Partners according to No 3 are required to submit a marketing plan based on the key business objectives as in their business plans, with activities that build brand awareness, reach new customer, and generate demand for TIS products and services. Each joint marketing activity must be approved by TIS. All marketing materials and content used in a joint marketing activity must adhere to the TIS branding guidelines and messaging and positioning. Co-funded marketing activities are subject to individual discussions on a case-by-case basis.

4.2.7 Published Customer Case Study

We would like to ask each partner to work on joint customer case study for the purpose of marketing and promoting the platform and our partner relationship. "Customer case study" means a description of the deployment of the TIS platform by an end user, including, without limitation, end username, end user representative testimonial and contact information, key performance indicators identified by the end user in the deployment, the end user's challenges, the solutions provided through the deployment of the platform, and the benefits to the end user of such solutions.

4.2.8 Customer Support Requirements

Unless otherwise required by TIS, TIS provides First-Line Support and Second-Line Support on the TIS platform. Partner provides support by conducting consultancy services to the end user. However, TIS Authorized Technology Partners Partner provides First-Line Support to end users in case the TIS platform or TIS products are integrated into Partners services or product portfolio. Each technical contact is responsible to maintain the quality of customer support according to the Partners First-Line Support obligations.

5. Preface

5.1 Registration of Opportunities

All Partner-initiated opportunities must be registered by email directed to partneropp@tis.biz. A blank form listing the required information will be found on the Partner Portal.

Leads and Opportunities are subject to approval by TIS. If you do not register opportunities and/or receive approval from TIS in accordance with TIS's policies, TIS reserves the right to reject applicable referrals. For clarity, nothing in the Agreement or these Rules shall prevent or prohibit partner from transacting any passive sales (sales in response to unsolicited requests) of any TIS products (to any end users outside of the Territory named in your Partner Agreement). Partners are responsible for notifying TIS of all changes in opportunity stages.

5.2 Partner Information

By joining the TIS Partner Program, a Partner consents to receiving program-related information from TIS, including but not limited to, for the following purposes:

- Administering the Program;
- Providing information to the Partner about the Program, including events and training opportunities;
- Inviting Partner to participate in surveys and research;
- Providing the Partner with information and materials to support its efforts to deliver the TIS platform and services, including security information, technical information, and sales and marketing materials and resources.

Partner agrees that TIS may publish Partner's name and address on the Partner Portal in a listing of



Program members and may reference partner as a member of the program using partner's logo, subject to reasonable trademark and logo usage guidelines provided by partner.

5.3 Non-compliance with these Partner Program Rules

In case you may have challenges to comply with these Partner Program Rules, TIS reserves the right to refuse, reject or withdraw any or all the benefits described in these rules and/or your Partner Agreement with TIS. All requirements set forth in these rules are material requirements of the Partner Program, and failure to comply with any of these requirements constitutes a material breach of these rules. Further, your material breach of these rules will be deemed to be a material breach of your Partner Agreement with TIS. If you fail to cure any such material breach of these Rules in accordance with the terms of your Partner Agreement, TIS may terminate your Partner Agreement.

5.4 Entire Agreement

The Partner Agreement between you and TIS, these Partner Program Rules (as may be changed, modified, enhanced, or amended by TIS from time to time), and any additional applicable rules, regulations, policies, guidelines, or procedures promulgated by TIS under these rules constitute the entire agreement between you and TIS and supersedes any prior agreements concerning the subject matter hereof. As of the effective date hereof, these Partner Program Rules supersede any prior version of the Partner Program Rules. The term "Partner" is used in these rules in its familiar sense rather than as a legal term of art.

5.5 Notice of Changes

TIS may from time to time change and/or supplement these Partner Program Rules in its discretion. Any such changes will become effective on the date specified by TIS. TIS may notify you of changes to these Partner Program Rules either by posting such changes to the Partner Portal or by emailing you at the partner contact email address provided to TIS upon your enrolment in the Partner Program. You are responsible for monitoring and keeping yourself up-to-date with respect to the content of the Partner Portal, and you will be deemed to have received written notice of any changes to these rules at the time they are posted to the Partner Portal.