

SIRVEIL Inc. — Partner Program Terms v11.6

Issued 26 September 2026. These terms were approved by the Board of Directors of SIRVEIL Inc. by resolution at a special meeting held on 25 September 2026, and are issued as final by the Chief Executive Officer under that resolution. They replace every earlier draft, and the word “preliminary” no longer applies to them.

Changes in v11.6. Section 13: an acceptance window. An invitation to accept these terms stays open for thirty days from the day an application is accepted, and then closes; closing it withdraws an open offer and is not a termination under Section 12. The Plain English section is conformed. No other change.

Changes in v11.4. Summary, “What Sirveil does”: the one-line description of Sirveil's role is conformed to the Board resolution of 25 September 2026 and to Section 4. It now reads that Sirveil engages the account jointly with the Partner, present in every meeting, and quotes, negotiates, contracts, invoices, provisions and supports it. No other change.

Changes in v11.3. Section 1: the California Secretary of State file number is completed. Section 2: the Partner is a business located in the United States, and electronic acceptance through the Partner Portal, countersigned by Sirveil, is the signed Partner Agreement. Section 12.1: ordinary termination is on thirty days' written notice by either party. Section 13: governing law is California; venue is the state and federal courts in Santa Clara County, California; a disputed breach goes through written notice, thirty days of direct negotiation and non-binding mediation in San Jose before either party terminates on that ground; neither party is required to arbitrate. The status paragraph and the Acknowledgement are conformed to electronic acceptance. The draft labels, the review notes and the closing “preliminary draft” paragraph are removed. No other change.

Changes in v11.2. §9.2: Gross Collections deducts only sales and similar tax; marketplace and payment-processor fees are absorbed by Sirveil. No other change.

Changes in v11.1. §6.5 Part two: adds when own-usage metering starts and stops. No other change.

PARTNER PROGRAM TERMS V11.6

Sirveil Partner Program

What a Partner is engaged to do, what Sirveil provides and commits to in return, and the express limits on what a Partner will do on Sirveil's behalf — with a plain-English walkthrough of every section before the sections begin.

This document sets out the terms of the Sirveil Partner Program so that the scope of the engagement is on the record before any Partner is enrolled. It describes a commission-only relationship between SIRVEIL Inc. (“Sirveil”) and an independently established business (the “Partner”) that introduces prospective customers of the Sirveil Exposure Verification API and is paid a share of what Sirveil collects from those accounts for as long as they remain customers.

One organising idea runs through every section. The Partner provides sourcing and introduction services to Sirveil. Sirveil quotes, negotiates, contracts, invoices, provisions and supports every account, without exception and in every deal. Section 5 records what Sirveil commits to the Partner in return, Section 6 records what Sirveil puts in the Partner's hands, and Section 7 states the boundary as a list of things the Partner will not do — because a boundary that is only implied is not a record.

How we intend to work. A Partner brings us a company we would not otherwise have reached, and from that point the work is shared: the Partner knows the buyer and we know the Product. We would rather answer a question badly-timed than have a Partner guess at an answer, would rather be asked to build something we cannot build than never hear the request, and would rather lose a deal cleanly than

have a Partner oversell it. Everything Sirveil owes a Partner is written down in Sections 5 and 6 rather than left to goodwill, because a Partner should be able to hold us to it.

Status of this document. These are the terms of the Sirveil Partner Program, issued by SIRVEIL Inc. under the resolution of its Board of Directors adopted on 25 September 2026. A Partner accepts them electronically in the Partner Portal, and Sirveil countersigns; that countersigned acceptance is the written Partner Agreement referred to throughout this document, and it is what creates the partner relationship. No fee is payable until the onboarding conditions in Section 2 are satisfied. The fields in the Acknowledgement are completed at enrolment.

SUMMARY

The engagement, in short

What the Partner does. Identifies and introduces a company that would run the Product, and registers it in writing before the first substantive conversation. Attends meetings with Sirveil present, runs discovery, presents approved material and advocates for the Product.

What Sirveil does. Engages the account jointly with the Partner, present in every meeting, and quotes, negotiates, contracts, invoices, provisions and supports it — in every deal, at every stage, for the life of the account.

The fee. 30% of Gross Collections from each Registered Account, for the life of that account. One rate. No year-one split, no term limit, no cap.

Vesting. Fully vested from the day an account converts. No schedule, no cliff, no service requirement, no divestment. It continues through retirement, illness and a change of career, passes to a named beneficiary or the estate on death, and may be sold or assigned with consent (Section 9.4).

Referral override. 5% of Gross Collections from accounts introduced by a Partner that this Partner referred into the program, for the life of those accounts. One level only.

The fee basis. Gross Collections, as defined in Section 9.2: the full cash received from the account, refunds netted, with nothing deducted first except sales and similar tax collected for a taxing authority — not marketplace fees, not processor fees, not Sirveil's cost of delivery. Sirveil bears those out of its own share.

When it is paid. On the 15th of the month following collection, in US dollars, by bank transfer to the Partner business, against an itemised statement.

Seeing it work. A free reference result to show anyone, unlimited. The Partner's own runs, metered and deducted from the first statement rather than paid up front. And the account runs it on its own data, on its own account. Sirveil gives nothing away free, to anyone, ever — which is the same answer a Partner gives a prospect (Sections 6.5 and 7.3).

What Sirveil provides. Approved Materials and co-branded assets, the right to say publicly that the Partner is a Sirveil partner, a named deal contact, a commitment to attend meetings the Partner asks Sirveil into, a read-only Partner Portal with live registration and fee data, and inbound opportunities the Partner is free to decline (Section 6).

If something goes wrong. A written notice naming the term and the facts, and a chance to put it right. Fees keep being paid while a question is open. Immediate termination is reserved for a short closed list, and money is surrendered or repaid only for fraud or wilful misrepresentation (Section 12).

To take part. Operate as a business — sole proprietor is enough, with no company to form and nothing to file. A local business licence where the Partner's own city requires one, a W-9 and a signed agreement. All of it is a condition of the first payment, never of registering an account (Section 2).

What the Partner gives up. Nothing. There is no fee, purchase, subscription, minimum, quota, target, inactivity forfeiture, territory, exclusivity, required training, reporting obligation or required hours, at enrolment or afterwards.

Fees are calculated on cash actually received — never on bookings, quotes, signups, clicks or credits. There is no tracking link, no cookie and no click attribution anywhere in this program. Attribution is the written register described in Section 8.

PLAIN ENGLISH

The whole arrangement, in ordinary words

The rest of this document is written the way a contract has to be written. This page says the same things the way you would say them out loud. Where the two differ, the numbered sections govern — but nothing below is a simplification that changes the meaning, and if any of it reads as a nicer version of what the contract actually does, tell us, because that would be our mistake.

Section 1 — Parties and definitions. Who we are, what the Product is, and what a few words mean when we use them. “Gross Collections” is the one worth reading — it is what your money is calculated on.

Starting. Accept the terms, get your registration reference, and register your first company the same day. That is the whole of it — minutes, not weeks. Everything else waits until you have money coming.

Section 2 — Eligibility. You take part as a business, not as a person. Being a sole proprietor counts, and you already are one if you do any work under your own name — there is no company to form and nothing to file. You need a local business licence only if your own city makes you have one. You do the paperwork when there is money waiting for you, not before. And you confirm to us that your current job or contracts allow you to do this, because you are the only one who can read those.

Section 3 — What you do. You find companies that would use the Product and tell us about them in writing before you talk to them. You can sit in the meetings, ask the questions, present our material and argue for us. You do not have to do any of it on a schedule. There is no quota and nobody is counting.

Section 4 — How a deal runs. The eleven stages of a deal and who does each one. You open the door, come to the meetings and speak for us. We set the price, negotiate, sign, invoice, switch it on and support it. You never have to be the person who answers for us — and if anyone here ever asks you to be, say no and we will back you.

Section 5 — What we promise you. We will not go around you. If your client wants a new feature or more of the Product, that conversation comes to you first and the new business is yours. If they want something we do not sell at all, bring it to us and we will give you and them a straight answer in five business days — yes, no, or here is what it would take. We also list what we will never ask of you: no targets, no reports, no required meetings, no training you have to take, and nothing about your other work.

Section 6 — What we give you. Materials, co-branded pages, the right to say publicly that you are a Sirveil partner, a named person here who answers you, a promise to show up to meetings you ask us into, and a portal that shows your registrations and your money. You also get a real redacted scan result to show anyone, free and unlimited, and you can run it on yourself without paying anything up front — we meter it and take it out of your first cheque. Use all of it or none of it. It changes nothing about what you are paid.

Section 7 — What you will not do. The limits. You do not quote, negotiate or sign for us. You do not make claims about the Product beyond what is in our material — no numbers of your own, no speed claims, no certifications, no telling anyone what a law requires of them. You do not give the Product away free and you do not run it on a prospect's people — they run it themselves, on their

own account, and you can sit there and walk them through it. You do not move anyone's personal data between us. You do not bring us anything that belongs to an employer. You do not introduce investors. And you tell people you are paid by us.

Section 8 — Registration. Whoever writes it down first gets the account, by our server clock. Register before the first real conversation. A registration lasts 180 days and you can renew it while the deal is alive. There are no links, no cookies and no click tracking anywhere in this — just the written register. When a company buys, we match the purchase to your registration — automatically when the details line up, by hand when they don't, and you can always see how it was matched. If we ever match one to the wrong partner, we fix it: the right partner is paid on everything from day one, the other partner's fee on it comes off their next statement, and nobody is ever sent a bill.

Section 9 — Money. You get 30% of what we actually collect from your account, for as long as that account stays with us. Nothing comes off the top first except sales tax we collect for the government — not the marketplace fee, not the card fee, not what it costs us to run the thing. Paid on the 15th of the month after we collect, with a statement showing the work. It is yours from the first payment; there is no waiting period to earn it. If you retire, get ill, change careers or never refer anyone again, it keeps coming. If you die, it goes to whoever you name. You can sell it. And if your company ends up buying something else from us instead — a custom build, a later product, work we have not made yet — you are still paid on it. The introduction is what we are paying for, not the product they happened to pick.

Section 10 — Referring other people. Bring someone else into the program and you get 5% of what their accounts collect, for as long as those accounts last. Their 30% is untouched — we pay yours on top. It stops at one level. There is no downline, no team, no rank. Nobody pays anything to join and nothing is ever paid for the act of signing someone up.

Section 11 — You are a business. Twelve statements you make about running your own business. They are the record of why this is a commercial arrangement between two businesses rather than a job. Same standard in every state.

Section 12 — If something goes wrong. Either of us can end the agreement for any reason on thirty days' written notice, and your fee on accounts that have already converted keeps coming. If we think you have broken one of the covered terms, we write to you naming the term and the facts and saying what would fix it. You get ten business days to fix it or to tell us we are wrong. Fix it and it is closed — nothing goes in a file. Your money keeps being paid while any of this is open. We can end it immediately only for a short list of serious things, and you only lose money for fraud or for lying to us. You can serve the same kind of notice on us.

Section 13 — General. The agreement beats anything on a web page, a job post or in a conversation. Neither of us is the other's employer. We can improve the program but we cannot use a policy update to cut your rate, end your fee or add a target — that needs your signature. California law applies, and disputes go to the courts in Santa Clara County, California; nobody is made to arbitrate. If we disagree about whether a covered term was broken, neither side ends the agreement over it until there has been a written notice, thirty days of talking it through, and a session with a mediator in San Jose. If we accept your application, the invitation to accept these terms stays open for thirty days; after that it closes, nothing is owed either way, and you can apply again.

Two things we want to be blunt about, because they are the parts people usually find out later. This is a new product in a new category — there is no queue of buyers waiting and the first sale into a new account is real work. And the money is calculated on cash we have actually received, which means it starts later than a commission paid on signature, and then never stops.

SECTION 1

Parties and definitions

Sirveil. SIRVEIL Inc., a Delaware corporation, Delaware File No. 10322748, California Secretary of State File No. B20250294299. Every listing, page, agreement and email uses that name.

Partner. The business named in the signature block — a sole proprietorship, partnership, limited liability company, limited liability partnership or corporation. The Partner is the contracting party, and it contracts as a business rather than as an individual (Section 2).

The Product. The Sirveil Exposure Verification API, referred to in ordinary copy as the Sirveil Exposure API. Published rates are \$0.10 per verification call and \$0.35 per full scan, available in AWS Marketplace on a per-use basis with no minimum and no commitment. Enterprise terms are negotiated by Sirveil and invoiced by Sirveil.

Registered Account. A named company that the Partner has registered in writing with Sirveil and that Sirveil has accepted, under Section 8. A Registered Account is a company, not a product. What that company eventually buys from Sirveil, and whether it is the Product, does not change whose account it is (Section 9.5).

Gross Collections. Defined in Section 9.2. Where this document and any page, listing, post or email disagree about how the fee is calculated, Section 9.2 governs.

Referred Partner. A Partner who was introduced to the program by another Partner and who named that Partner in writing at enrolment. The naming happens once, at enrolment, and is not changed afterwards.

Registration Reference. An identifier Sirveil issues to a Partner for recording registrations. A Partner may hold as many as it wants — one per industry, campaign, sub-brand or colleague — and all of them accrue to the same Partner and the same fee account.

Covered Terms. The terms whose breach engages Section 12: the eligibility conditions in Section 2, the scope in Section 3, the co-branding limits in Section 6.2, every express limit in Section 7, the registration rules in Section 8, and the representations in Section 11. Nothing else is a Covered Term, and no standard of volume, effort, activity or result exists anywhere in this program to be breached.

Approved Materials. The written and visual materials Sirveil issues to Partners, in the form issued, together with the Partner Portal, the Partner Brand Guidelines and the Program Policies. Materials are version-stamped; the current version governs. Approved Materials are Sirveil's proprietary materials and are provided to the Partner at no charge.

SECTION 2

Eligibility — who may be a Partner

A Partner is a business located in the United States, and it contracts as a business rather than as an individual. That is the whole of the requirement, and it is lighter than it sounds: operating as a sole proprietor is enough. No company needs to be formed, no formation fee is paid, no lawyer is involved, and nothing is filed with any Secretary of State. A Partner already working under their own name as a sole proprietor satisfies this today.

What is actually required

1. The Partner operates as a business. A sole proprietorship, partnership, limited liability company, limited liability partnership or corporation all qualify, and a sole proprietorship carries no formation step at all. The Partner contracts under whichever of those it uses.
2. A business licence or business tax registration where the Partner's own city or county requires one, with a copy provided. Where no such requirement exists where the Partner works, there is nothing to obtain and nothing to provide.
3. A Form W-9 in the name the Partner contracts under, with an EIN or, for a sole proprietor, the

Partner's taxpayer identification number.

4. A written Partner Agreement, signed — including where a rate has been individually negotiated or subsequently increased. The Partner's electronic acceptance of these terms in the Partner Portal, countersigned by Sirveil, is that signed agreement.
5. A short written statement, given once at enrolment, of the other clients or businesses the Partner serves or is seeking, and where the Partner holds itself out as available for this kind of work — a website, a profile, a listing, a card or a signature line. A sentence is enough.

This is the standard everywhere. It does not vary by state, and a Partner in any state is enrolled on these terms and no others — see the note at the end of Section 11.

When it has to be done

Not before the conversation, and not before the deal. A prospective Partner may register accounts from the day they are given a Registration Reference, and those registrations hold their timestamp and their priority. Items 1 to 5 are a condition of the first payment, not of enrolment or of registration. Nobody is asked to do paperwork before there is anything to be paid for, and a Partner who closes an account in week one completes the five items in the same week and is paid on the ordinary cycle.

What is not required

- No LLC, no corporation, and no formation of any kind.
- No fee, purchase, subscription, training charge, starter pack, minimum purchase or required spend — ever, at enrolment or afterwards. Sirveil never takes money from a Partner.
- No insurance, no bond, no separate premises, no equipment and no minimum book of business.
- No resignation. This runs alongside whatever a Partner already does.

Your own accounts, and your own employment

This program is built for people who already know the buyers. A Partner's relationships are the reason the program exists, and most Partners will hold a role elsewhere while they take part. Sirveil therefore asks one thing at enrolment and asks it once:

- The Partner confirms it is free to take part. It has read its own employment terms, consulting agreements, restrictive covenants, outside-activity or conflict-of-interest policies and any licensing or regulatory obligation that applies to it, and taking part here breaches none of them.
- The Partner gives whatever notice its own position requires before registering an account — written notice to a member firm, disclosure to a carrier or employer, or an internal approval — and obtains any consent required. Regulated roles commonly require prior written notice of an outside activity for compensation.
- The Partner tells Sirveil if that changes, and Sirveil stops accepting registrations from it while it is resolved. Fees on accounts already converted continue.

Sirveil does not ask which accounts a Partner covers for anyone else, does not ask to see a Partner's employment terms, and does not ask a Partner to do anything those terms forbid. The confirmation above is the Partner's to give, because the Partner is the only party who can read its own contract. Section 7.7 states what follows from it.

Why the business form is kept at all. Contracting business-to-business is what the classification exemption is built around, and it turns on who the counterparty is rather than on how either side behaves — which means no procedure, however careful, substitutes for it. Since a sole proprietorship satisfies it and costs nothing to be, the requirement has been reduced to the smallest thing that still stands up, and moved to the point where a Partner has money coming.

SECTION 3

What the Partner is engaged to do

The Partner's service is rendered to Sirveil: finding companies that would run the Product, bringing them to Sirveil, and helping Sirveil be understood in the room. Within that, the Partner may do all of the following, and is required to do none of it on any schedule.

- Identify companies that would run the Product and approach them on the Partner's own initiative, on its own schedule, from its own place of work.
- Register each company with Sirveil in writing before the first substantive conversation about Sirveil, under Section 8.
- Describe the Product using Approved Materials, and answer questions about it within those materials.
- Disclose the commission relationship to the prospect, which the Partner is required to do under Section 7.5.
- Request and attend meetings with the account, with a Sirveil representative present.
- Conduct discovery — ask the account about its own use case, volume, workflow and evaluation criteria — and report what it learns to Sirveil.
- Present Approved Materials in the meeting and advocate for the Product in the Partner's own voice, within the claims rules in Section 7.2.
- Relay the account's questions to Sirveil and relay Sirveil's answers back, marked as Sirveil's answers.
- Introduce Sirveil to additional stakeholders inside a Registered Account.
- Introduce other account professionals to the program, under Section 10.
- Decline any prospect, decline any engagement, and set its own priorities among accounts. There is no quota, no minimum activity level, no reporting cadence, no required hours, no territory and no exclusivity.

The Partner may stand in the room and speak for the Product. Ownership of the account does not move with it: Sirveil is the account's counterparty at every point, and the account is told so at the first meeting.

SECTION 4

How a deal runs, and who does what

These functions belong to Sirveil in every deal and in every individually negotiated arrangement. They are listed here so that the corresponding prohibitions in Section 7 read as a division of labour rather than as a restriction on the Partner's business.

Sirveil holds, in every deal:

- Pricing, discounting and any statement of commercial terms.
- Negotiation of any term, commercial or legal.
- Execution of the customer agreement and all order documents.
- Acceptance of a purchase order, and any commitment on delivery or dates.
- Invoicing, collection and credit decisions.
- Account provisioning, API keys, credentials and entitlements.
- Technical support, incident response and any service commitment.
- Every statement about the Product's performance, coverage or regulatory standing.

The Partner holds:

- Sourcing, introduction, registration and advocacy.

4.1 The eleven stages of a deal

This is the process every deal follows. It is written down because the division of labour in it is what makes this a referral arrangement rather than a sales job, and a process that drifts in practice is how that distinction gets lost on paper. Sirveil records which stage each Registered

Account reached and who did what at each one.

Stage 1 — Identify. Partner. The Partner decides which companies to approach, in what order, when and how. Nobody assigns, reviews or approves that choice.

Stage 2 — Register. Partner, then Sirveil. The Partner registers the company in writing before the first substantive conversation. The server sets the timestamp. Sirveil accepts or declines promptly and says which.

Stage 3 — First contact. Partner. The Partner makes the introduction in its own voice, identifies itself as an independent partner rather than Sirveil, and discloses that it is paid by Sirveil (Section 7.5).

Stage 4 — Discovery. Partner. The Partner asks the account about its own use case, volume, workflow and evaluation criteria, and reports what it learns to Sirveil. The Partner commits to nothing.

Stage 5 — The meeting. Both, with Sirveil present. The Partner may present Approved Materials and argue for the Product. Sirveil answers everything about price, terms, security, data handling and legal position. Where a commercial question comes to the Partner, the Partner passes it to Sirveil in the room.

Stage 6 — Evaluation. The account. The account runs the Product itself, per use, at published rates, against names it has permission to check. Neither Sirveil nor the Partner runs it for them and nothing is given away (Section 7.3). The Partner may show its own result from its own account (Section 6.5).

Stage 7 — Quote and negotiate. Sirveil only. Sirveil prices, discounts, negotiates and settles every term. The Partner is kept informed and is not a party to it. A Partner asked to name a price says that Sirveil does that, and means it.

Stage 8 — Contract. Sirveil only. Sirveil signs. The agreement is between Sirveil and the account. The Partner signs nothing and is named in nothing as a party.

Stage 9 — Invoice and collection. Sirveil only. Sirveil invoices and collects. The Partner's fee accrues on cash actually received and appears on the next statement.

Stage 10 — Onboarding and support. Sirveil only. Sirveil provisions the account, issues credentials and supports it. The Partner may stay in the correspondence for continuity and carries no service obligation.

Stage 11 — Expansion. Sirveil, through the Partner. A request for more volume, a new team or a new capability comes to the Partner first under Section 5.2. Sirveil still quotes, negotiates and signs, and the new business carries the Partner's rate with no new registration.

One path sits outside these stages. Where an account wants something other than the Product — a bespoke build, a different output, an arrangement of its own — the Partner hands the request to Sirveil at whatever stage it arises, Sirveil answers it within five business days under Section 5.4, and the fee follows the account under Section 9.5. The stages then resume from wherever the conversation actually is.

4.2 Why it is written this way

Read the stages in order and the pattern is the whole arrangement: the Partner opens and accompanies, Sirveil transacts. Stages 1 to 6 are things a Partner may do and is required to do none of, on no schedule. Stages 7 to 10 are things a Partner may not do at all, and they are the stages that define selling — setting the price, agreeing the terms, signing the paper, taking the money and carrying the service.

That is what keeps this a commission-only referral relationship rather than a sales role, and it is why the limits in Section 7 read as a division of labour rather than a restriction on the Partner's business. A Partner is never the worse off for handing a stage back: the fee is the same 30% whether

the Partner sat in every meeting or made one phone call and walked away.

If anyone at Sirveil ever asks a Partner to take one of stages 7 to 10, the Partner should decline and say why, and Sirveil will support the Partner in doing so. That is not a formality. The process is the evidence, and the evidence is only worth what the practice is.

SECTION 5

What Sirveil commits to the Partner

These are Sirveil's promises. They run in one direction and impose no duty on the Partner. The Partner may act on them or ignore them; either way the fee is unaffected.

5.1 Sirveil will not go around the Partner

- Sirveil will not appoint a different partner, reseller or representative to a Registered Account that has become a customer, for as long as that account remains a customer and the Partner Agreement remains in force.
- Sirveil will not restructure, rename or re-paper an account for the purpose of ending or reducing the Partner's fee.

5.2 Routing and attribution

- Where a Registered Account asks Sirveil for a custom capability, an expansion, additional seats, additional volume or a new business unit, Sirveil will notify the Partner and invite the Partner into that conversation before it concludes.
- New business arising from a Registered Account is attributed to that Partner and carries the same rate, without a new registration.
- Sirveil will name the Partner to the account as the party who made the introduction, where the Partner wants that.

5.3 The limits on these promises

Three situations sit outside the commitments above, and the Partner Agreement states them rather than leaving them to be argued later. Sirveil may deal with an account directly, without the Partner and without the fee lapsing, where the account itself asks Sirveil to. Sirveil may deal with an account directly, and the fee ends, where the Partner Agreement has been terminated for a breach of Section 7.2, 7.3, 7.4 or 7.5. And where a Registered Account is acquired by, or merges into, an existing Sirveil customer, the fee continues on the collections attributable to the Registered Account and does not extend to the acquirer's existing spend.

The Partner takes on no service obligation here. Sirveil routes requests to the Partner because Sirveil has promised to; the Partner participates because it is paid to. Nothing in this section makes the Partner responsible for an account, and no part of the fee depends on the Partner answering any of it.

5.4 When an account wants something Sirveil does not sell

It will happen early and often. A Partner opens a door, the company is interested, and what it actually wants is not the Product as it stands — a different output, a bespoke build, a feed into something they already run, an arrangement under their own name, or work adjacent to what Sirveil does today. That request is valuable and a Partner should bring it rather than close the conversation.

- The Partner routes it to Sirveil and says so to the account. A Partner is never expected to know what Sirveil can build, and Section 7.2 forbids it from guessing.
- Sirveil answers within five business days — yes, no, or here is what it would take and when. Sirveil gives that answer to the account directly, with the Partner present if the Partner wants to be.
- A no is a quick, plain no. Sirveil will say it cannot do something rather than leave a Partner

holding a maybe, and will say whether that is for now or for good.

- Where Sirveil pursues it, the Partner is in it and is paid under Section 9.5, and the terms are agreed with the Partner before Sirveil quotes the account.
- A declined request costs the Partner nothing. The registration stays live for the rest of its period for anything else that company might buy.

Sirveil will not represent to any account that it can build something until it has decided that it can, and expects the same restraint of a Partner. The commitment here is to answer quickly and plainly, not to say yes.

5.5 What Sirveil will not ask of a Partner

These are limits Sirveil accepts on its own conduct. They are stated as commitments to the Partner because that is what they are, and they hold for every Partner, in every conversation, on every call, whoever at Sirveil is speaking.

- Sirveil will not set a quota, target, goal, minimum, forecast or activity level for a Partner, and will not describe one as expected, hoped for, typical or achievable — in the agreement, in writing, or out loud.
- Sirveil will not require a Partner to report activity, submit a pipeline, attend a meeting, join a call, take training, obtain a certification, or account for time.
- Sirveil will not direct, approve, review or correct how a Partner works — which accounts it approaches, in what order, by what method, at what hours, from where, or how often.
- Sirveil will not restrict who else a Partner works for, and will not ask a Partner to stop, pause or disclose other work.
- Sirveil will not issue a Partner a Sirveil email address, title, business card, directory entry or place on an organisation chart, and will not describe a Partner as staff, a hire, a rep, a team member or a headcount.
- Sirveil will not pay a Partner anything other than the fee — no salary, wage, draw, advance, guarantee, retainer, signing payment, per-diem or expense reimbursement — and a Partner's costs stay its own.
- Sirveil will not discipline a Partner. Where a Covered Term is breached, Sirveil enforces the agreement under Section 12 and says which term and why. Nothing outside those terms is actionable, because no performance standard exists in this program to fall below.
- Sirveil will not rank Partners, publish a leaderboard, run a contest, or tell any Partner how another is doing.
- Sirveil will not ask a Partner which accounts it covers for an employer or another principal, will not ask for an employer's customer list, pricing, pipeline or internal information, and will not ask a Partner to act against its own employment, licensing or regulatory obligations. Where a Partner says an account is closed to it, that is the end of the matter and Sirveil asks no more about it.

SECTION 6

Partner enablement — what Sirveil provides

Everything in this section is offered to the Partner and required of nobody. A Partner may use all of it, some of it or none of it, and the fee is identical either way. Sirveil provides these at its own cost as proprietary materials; they are not tools the Partner is obliged to adopt, and declining any of them carries no consequence of any kind.

6.1 Materials

- The Approved Materials library — the product overview, industry one-pagers, the technical summary, answers to common objections, and the security and privacy summary — kept current by Sirveil and available to every Partner from enrolment.

- Industry-specific material on request. Where a Partner sells into a vertical Sirveil has no material for, the Partner may ask for it and Sirveil will build it or say plainly that it will not.
- Answers on request. A Partner may ask Sirveil anything about the Product at any time and receive an answer it can use, without it counting against anything.

6.2 Co-branding and the right to say who you are

- The Partner may publicly identify itself as a Sirveil partner. It may say so on its website, its profiles, its materials and its signature, in the form set out in the Partner Brand Guidelines, and it may keep saying so for as long as the Partner Agreement is in force.
- Sirveil issues co-branded material on request — an introduction page, a one-pager and a meeting deck carrying the Partner's name alongside Sirveil's.
- Sirveil will list the Partner publicly where the Partner asks to be listed, and will leave it unlisted where the Partner prefers that.

The permission runs to the Partner's own status as an independent business that partners with Sirveil. It stops short of the things Section 7.1 reserves: the Partner still may not describe itself as Sirveil, as employed by Sirveil, or as holding authority to act for Sirveil.

6.3 A named contact and a commitment to show up

- Every Partner is given a named Sirveil contact for deals, reachable directly, whose job is to answer the Partner rather than to manage the Partner.
- Where a Partner asks Sirveil to join a meeting with a Registered Account, Sirveil will attend — acknowledged the same business day, attending within three business days, or at whatever later time the account prefers. This is an obligation on Sirveil, and the Partner is free to call on it as often as it likes.
- Sirveil prepares for the meeting from what the Partner tells it, and will take the Partner's read of the account seriously without requiring the Partner to justify it.

6.4 The Partner Portal

- A read-only view of the Partner's own registrations, their status, the accounts that have converted, cash collected, deductions taken under Section 9.2, fees accrued and fees paid — available at any time rather than once a month.
- Registration by self-service, with the server timestamp returned immediately, so a Partner never waits on Sirveil to secure an account.
- Registration References issued on demand, with reporting segmented by reference, so a Partner can see which industry, campaign or colleague produced which account while everything accrues to one fee account.
- Statements downloadable in full, including the underlying collection records for the Partner's own accounts.
- Every purchase matched to the Partner's registrations — the company, the product, when it was bought, how it was matched and by whom, what AWS or another channel has invoiced but not yet paid, and the cash and fee it has produced — and any purchase moved off the Partner's account, with the reason.

The Portal reports to the Partner on the Partner's own business. It carries no activity tracking, no scorecard, no ranking, no leaderboard, no target and no view of any other Partner's performance, and Sirveil does not use it to measure a Partner.

6.5 Seeing the Product, and showing it

A Partner has to be able to show what it is talking about. In most software channel programs that is solved with a free non-production licence — a demo org, a development store, a sandbox — which the partner uses to show the product without anything real being consumed. The Product does not work

that way. A scan either returns a real answer about a real person or it returns nothing, so there is no test mode to give away and a sandbox full of invented data would persuade nobody. What follows does the same job in three parts.

Part one — the reference result, free and unlimited

- Sirveil issues every Partner a reference result: a genuine, redacted output of the Product, with the source URLs, the matching snippets and the timestamps intact and the identifying detail removed. It is an Approved Material.
- A Partner may show it, send it, present it, put it in a deck and put it on a screen, as often as it likes, for as long as it is a Partner. It costs the Partner nothing and it consumes no calls.
- Sirveil will issue a co-branded version carrying the Partner's name on request, and will keep the reference result current as the Product changes.

This is the part that stands where a demo licence would stand in another program, and it is better than one: a demo environment shows invented data, and this shows a real result with real records found at a real moment.

Part two — the Partner's own run, with no money up front

- A Partner may open its own account and run the Product on itself, on its own information, or on anyone who has given the Partner permission.
- No card and no payment are required to start. A Partner's own usage is metered at the published rate and deducted from the Partner's first statement. Nothing is waived, nothing is written off and nothing is free — the calls are charged exactly as they are charged to anyone, and the Partner simply does not pay for them before earning.
- When metering starts and stops. A Partner's own usage is counted from the moment the Partner accepts these terms — the acceptance time recorded by Sirveil's server — until the Partner's participation ends. Calls made before that moment, including while an application is being considered, and calls made after participation ends are ordinary usage of the account that made them, under that account's own terms; they never appear on a Partner statement. The Partner Portal shows the date metering began.
- The result is the Partner's own material. A Partner may show its own output to anyone, present it in a meeting, or publish a redacted version of it.
- Sirveil will help a Partner read its own output and will explain what any field means, without that counting against anything.

Part three — the account runs it for itself

- When an account wants to see the Product on its own data, the account opens its own account and makes the calls, at published rates, per use, with no minimum and no commitment, against names it has permission to check.
- A Partner may sit with the account and walk it through — where to sign up, what to enter, how to read what comes back — for as long as the account is the one running it and paying for it.
- A Partner does not run the Product on an account's behalf, on names an account supplies, or on the account's people, whoever pays for the call (Section 7.3).

The line across all three parts is the same one Sirveil holds everywhere: the Product is never given away, to a Partner or to an account. Sirveil issues no free credits, no partner allowance and no evaluation account, and every call made is a call charged. What Section 6.5 removes is the requirement to pay before earning, not the requirement to pay.

6.6 Inbound opportunities

- Where an inbound enquiry reaches Sirveil from an industry or an account a Partner is active in, Sirveil may offer it to that Partner on the same terms as a registration the Partner made itself.
- The Partner may decline, without giving a reason and without any consequence. A declined offer is not recorded against the Partner, does not affect any rate, and does not affect whether further

offers are made.

- An offer is an offer. Sirveil does not assign accounts, allocate territories or direct a Partner to work anything.

6.7 Optional enablement

- Sirveil holds open sessions on the Product and answers questions in them. Attendance is optional, attendance is not recorded, and nothing in this program requires a Partner to train, certify, onboard, accredit or qualify.
- Recordings and written material are available so a Partner can take any of it on its own schedule, or ignore it.

Sirveil sets no requirement about how, when, where or how often a Partner works, and asks for no account of it. Materials are offered; method stays with the Partner. That distinction is what lets this section be as generous as it is.

SECTION 7

Express limits — what the Partner will not do

This section is written as prohibitions on purpose. Each item is a thing the Partner will not do on Sirveil's behalf or in connection with the Product. A Partner who is asked by an account to do any of these refers the request to Sirveil and says plainly that Sirveil handles it.

7.1 Commercial authority

- Will not quote a price, offer a discount, waive a fee, or state any commercial term — including a term that appears in Approved Materials, if stating it would read as an offer.
- Will not negotiate any term with an account, commercially or legally.
- Will not sign, initial, countersign or offer to sign any agreement, order form, purchase order, statement of work, non-disclosure agreement, data processing agreement or vendor form on Sirveil's behalf.
- Will not accept or acknowledge a purchase order, and will not state or estimate a start date, delivery date, onboarding date or any other date on Sirveil's behalf.
- Will not issue an invoice, request payment, accept payment, or hold funds for Sirveil.
- Will not resell, sublicense, bundle, white-label or repackage the Product, and will not present the Product as the Partner's own or as part of the Partner's own offering.
- Will not provision an account, hold or issue an API key or credential, or configure the Product for an account.
- Will not provide technical support, promise a response time, or state any service level.
- Will not bind Sirveil in any other way, and will not describe itself as Sirveil's agent, employee, representative with authority, reseller or distributor.

7.2 Claims and representations

Every statement about the Product comes from Approved Materials. The following are barred regardless of source, including where the Partner believes the statement to be accurate.

- Will not state or imply any performance figure — accuracy, precision, recall, coverage, match rate, throughput or volume — outside Approved Materials.
- Will not state any latency or speed figure of any kind. Not milliseconds, not seconds, not minutes, not a percentile, not “fast” as a quantified claim.
- Will not claim any certification, attestation or audit for Sirveil or the Product — including SOC 2, ISO, HIPAA, penetration test, or third-party security review.
- Will not use the words official, certified, authorised, accredited, approved or auditor to describe Sirveil, the Product or the Partner's relationship to either; and will not reproduce any government seal, agency insignia or regulator logo.

- Will not state or imply that Amazon Web Services, or any marketplace, platform or agency, endorses or recommends Sirveil. The Product is available in AWS Marketplace — never “on” AWS, and never with an endorsement attached.
- Will not name a competitor in any published, broadcast or posted copy.
- Will not name a Sirveil customer, or state that Sirveil has any particular customer, customer count or revenue.
- Will not promise, imply or describe removal, deletion or suppression of anyone's information. The Product reports what it observes.
- Will not state a legal conclusion about Sirveil's regulatory status — that Sirveil is or is not a data broker, a consumer reporting agency, an auditor, or subject to or exempt from any statute. The Partner may describe what Sirveil does; the conclusion belongs to Sirveil and its counsel.
- Will not tell an account what a law requires that account to do, and will not present the Product as satisfying a legal obligation.
- Will not describe a roadmap item, an unreleased capability or a planned feature as available.
- Will not state or imply that Sirveil can build, will build, or is building anything, and will not scope, estimate, schedule or price bespoke work. A request of that kind goes to Sirveil under Section 5.4 and Sirveil answers it.

7.3 Free use of the Product

- Will not offer a free scan, a free verification, a trial, a sample, a demonstration run or a proof-of-concept at no charge — not as a courtesy, not once, not on the Partner's own account.
- Will not run the Product on behalf of a prospect, on names a prospect supplies, or on a prospect's employees, customers or contacts — whoever pays for the call.
- Will not submit any person's information to the Product except the Partner's own, or that of a person who has given the Partner permission and whose result is not being run for a prospect's benefit.

Three things a Partner may always do sit alongside this, and Section 6.5 sets them out: show the reference result Sirveil issues, run the Product on itself and show that, and sit with an account while the account runs it on its own data and pays for it. The prohibition is on giving the Product away and on a Partner standing between an account and its own result — never on a Partner knowing what it sells or being able to show it.

7.4 Data, lists and personal information

- Will not give Sirveil any list of consumers, contacts or personal information, in any form, for any purpose.
- Will not ask Sirveil for a list of consumers, contacts or personal information. Sirveil does not supply one.
- Will not purchase, rent, scrape or otherwise acquire a list of individuals for use in connection with the Product.
- Will not submit any individual's personal information to the Product except an individual who has given the Partner permission and where the Partner is paying for the call.

Where a Partner markets to an audience of its own, that audience stays the Partner's. The Partner sends to its own list, under its own consent, using its own registration reference, and the list never reaches Sirveil. Moving a list between the parties for value is the structure that a disclosure of personal information to a third party for valuable consideration describes, and this program is built to keep well clear of it.

7.5 Earnings, recruitment and how the program is described

- Will disclose the commission relationship clearly and conspicuously, at or before the first substantive conversation and in any public endorsement, post, review, video or written

recommendation. A disclosure that a reader has to hunt for is treated as absent.

- Will not state, imply or forecast what another person will or might earn in this program — no income figure, no range, no example, no average, no “typical” case, and no description of the program as an income or wealth opportunity.
- Will not offer, charge or accept any payment, fee, purchase or consideration from a person in connection with that person joining the program, and will not require anything of them.
- Will not describe the 5% override as available beyond one level, and will not describe or operate any downline, team, organisation, rank or tier.
- Will not describe itself as recruiting for Sirveil, hiring, staffing a team, or building an organisation.

7.6 Conduct and channels

- Will not send unsolicited bulk email from, or appearing to come from, any Sirveil domain or address.
- Will ensure its own sends carry a traceable sender and reply-to, a subject line that describes the message, identification as an advertisement, a physical postal address, and a working one-click opt-out that is honoured promptly and stays live.
- Will not use a Sirveil mark, logo, name or brand element outside Approved Materials, and will not register a domain, social handle, page or advertising account using a Sirveil mark.
- Will not bid on Sirveil's brand terms in paid search or represent itself as Sirveil's website, support desk or sign-up path.
- Will not hold itself out as employed by Sirveil, will not use a Sirveil email address, business card or title, and will not appear on a Sirveil organisation chart or directory.
- Will not disparage a competitor, a data broker, a regulator or an account.
- Will not approach, register or claim an account that Sirveil has told the Partner is already covered.

7.7 Other people's accounts, information and time

A Partner brings its relationships. It does not bring anyone else's property. The line is between what a Partner knows and who a Partner knows, which is its own, and what a Partner holds on someone else's behalf, which is not.

- Will not use, copy, export or disclose to Sirveil any confidential or proprietary information of an employer, former employer or other principal — customer lists, contact databases, pricing, pipeline, contract terms, internal documents or system extracts.
- Will not give Sirveil, or enter into any Sirveil system, information a Partner obtained in confidence from anyone other than the account itself.
- Will not approach or register an account the Partner is contractually barred from soliciting.
- Will not use an employer's time, email address, devices, premises, accounts or systems for work under this agreement.
- Will not state or imply to an account that Sirveil is connected to, endorsed by, resold through or associated with the Partner's employer or any other principal.
- Will not present Sirveil in the same meeting, message or document as the Partner's employer's own offering in a way that reads as one proposal.

None of this narrows who a Partner may talk to. A Partner's standing with a buyer, its judgement about what that buyer needs, and its right to make an introduction are the Partner's own and travel with it. What stays behind is the file.

7.8 Investors and securities

- Will not introduce, solicit, identify or refer any person as an investor in Sirveil, and will not participate in, assist with or advise on any offering, financing or sale of Sirveil securities.

- Will not receive any payment, fee or consideration from Sirveil or anyone else in connection with an investment in Sirveil, an introduction to an investor, or any securities transaction. No part of any fee under this agreement relates to, or is contingent on, anything of that kind.
- Will refer any unsolicited investor interest to Sirveil without comment, and is paid nothing for doing so.

This program pays for introductions to customers of the Product and for nothing else. Success-based compensation for introducing investors is the hallmark of activity that requires registration as a broker, and the consequences of getting it wrong fall on the company as well as the individual. The separation is absolute and is stated here so that no Partner has to guess where the line is.

SECTION 8

Registration and attribution

- A company belongs to the Partner who registers it first in writing and whose registration Sirveil accepts. The timestamp is the one set by Sirveil's server when the registration is stored.
- Where two Partners register the same company, the earlier timestamp governs.
- Registration precedes the first substantive conversation. A conversation held before registration does not create a claim.
- There is no tracking link, no cookie and no click attribution. Attribution is the written register.
- Sirveil may decline a registration — for an account already in conversation with Sirveil, an account covered by another arrangement, or an account Sirveil chooses not to pursue — and will say so promptly.
- A Partner may hold any number of Registration References and register under whichever it chooses. Every reference accrues to the same Partner and the same fee account.
- A registration is a statement that the Partner has a genuine relationship with, or a credible route to, the company named. Bulk registration, speculative registration and registration of companies the Partner has no route to are declined, and repeated attempts end the agreement under Section 12.
- A Partner may not register itself, an entity under common control with it, its own employer, or any company from whose purchase of the Product the Partner would benefit other than through the fee. A Partner earns no fee on Product usage it pays for itself.
- A registration is live for 180 days and is renewable on the Partner's written request while the account is genuinely in progress. A registration that lapses releases the account.
- Expiry applies to a registration, never to a fee. Once a Registered Account becomes a customer, the fee runs for the life of that account under Section 9 and is unaffected by any registration period.
- Matching a purchase to a registration. When a company buys the Product — through AWS Marketplace or any other way Sirveil sells it — Sirveil matches the purchase to a registration from the details of the purchase, such as the buyer's e-mail domain. Where those details do not match exactly one live registration, a person at Sirveil makes the match by hand, and the record shows who made it, when and why.
- A registration Sirveil makes for a Partner. Where the record shows that a Partner introduced a company the Partner never registered, Sirveil may register that company for the Partner. That registration carries the time Sirveil's server stores it — never an earlier date — is marked as made by Sirveil, and records the reason. In every other respect it is the Partner's registration.
- Correcting an attribution. If a purchase has been matched to the wrong registration, or to none, Sirveil corrects it. The Partner the account belongs to is paid the fee on all Gross Collections from that account, as though the purchase had been matched correctly from the first day. Fees recorded for another Partner on that account are reversed on that Partner's next statement. If

that takes the statement below zero, the balance carries forward and is set against that Partner's future fees. No Partner is ever invoiced, or asked to repay anything, because of a correction. Each Partner affected is told in writing, with the reason, and sees the change in the Partner Portal. Sirveil does not tell either Partner who the other is.

SECTION 9

Fees

9.1 The rate

- 30% of Gross Collections from each Registered Account, for the life of that account. One rate, no year-one split, no term limit, no cap and no ceiling.
- The fee is fully vested from the day the account converts. There is no vesting schedule, no cliff, no service requirement, no production condition and no divestment clause. A Partner does not have to stay, keep selling, hit anything or wait a number of years to own it. It is vested when the first payment is earned and it stays vested.
- 5% of Gross Collections from accounts introduced by a Referred Partner, for the life of those accounts, under Section 10.
- Sirveil may increase a Partner's rate at its sole discretion, in writing. There are no published criteria, no rankings, no scorecards and no performance track. An increase is a decision Sirveil makes, never a target a Partner is set or told about.
- A Partner may negotiate its own rate, and may decline a rate, without prejudice to registrations already accepted.

9.2 What "Gross Collections" means

Gross Collections means cash actually received by Sirveil from the Registered Account, less only sales, use or similar tax collected from the account on behalf of a taxing authority. Refunds, chargebacks and credits are netted in the period they occur. No other deduction is made — in particular, marketplace fees, payment-processor and bank fees, and Sirveil's cost of delivering the Product, its infrastructure, model, data, personnel, marketing and overhead costs are not deducted before the fee is calculated.

The fee is calculated on the gross, on purpose. A net basis invites a Partner to hear one number and be paid against another, and no definition, however carefully drafted, removes that risk entirely. Sirveil takes the marketplace and processor fees on its own side of the line so that the figure a Partner is quoted is the figure the fee is calculated on. Sections 9.2 and 13 together mean this definition governs over anything a page, listing, post or conversation says.

9.3 Payment

- Fees accrue on cash actually received — not on bookings, quotes, signups, clicks, credits or contract value.
- Fees are paid on the 15th of the month following collection, in US dollars, by bank transfer to the Partner, in the name the Partner contracts under, against a statement itemising each account, the cash received, any refunds netted and the rate applied.
- The Partner bears its own costs. There is no expense reimbursement, no allowance, no equipment, no advance and no draw.
- There is no payout minimum and nothing is ever forfeited for paperwork. Any amount owed is paid, however small. A fee that is earned before a document is provided waits for the document; it does not expire, and no deadline extinguishes money already earned.
- Rate changes apply prospectively only. A rate is never reduced on an account that has already converted, and no change is ever applied retroactively to cash already received.
- A Partner may query a statement within ninety days of it being issued, and Sirveil will show the underlying collection and fee records for the accounts queried.

9.4 What happens to the fee if the Partner stops, or dies

A fee stream that ends with the person is a wage. One that outlives them is an asset. This one is drafted as an asset.

- Retirement or a change of career changes nothing. Fees on converted accounts continue on the ordinary cycle whether or not the Partner ever refers again.
- Illness or disability changes nothing. There is no production requirement to fall below.
- On a Partner's death, the fee continues — to the beneficiary the Partner names in writing, or failing that to the Partner's estate — on the same terms, for the life of the accounts. A Partner may name or change a beneficiary at any time in the Portal.
- A Partner may transfer the fee stream, by sale, gift, assignment or on winding up its business, with Sirveil's written consent. Consent will not be unreasonably withheld where the transferee satisfies Section 2 and accepts Sirveil's reasonable conditions.
- A transferee or beneficiary takes the fee subject to Sections 7, 9.2 and 12, and takes no right to register new accounts unless it enrolls as a Partner in its own right.
- Sirveil may assign on a change of control, and the fee, its vesting and its survival bind any successor.

Sirveil is paying on those accounts either way. Whether the money reaches the Partner, the Partner's family or a buyer of the Partner's business costs Sirveil nothing and is therefore the Partner's to decide.

9.5 The fee follows the account, not the product

A Partner is paid for bringing Sirveil a company. What that company goes on to buy is Sirveil's problem to solve, not a reason to stop paying.

- Where Sirveil collects cash from a Registered Account for anything it provides, the Partner's fee applies. That covers the Product, any product Sirveil launches later, a custom or bespoke build, a data or integration engagement, an arrangement under the account's own name, an assessment, and any other paid service.
- The rate is 30% of Gross Collections where what is sold is the Product, a later product, or anything Sirveil delivers on substantially the same economics.
- Where Sirveil will bear a substantial cost of delivery — engineering time, a third-party cost, work billed by the hour — the rate for that engagement is agreed with the Partner in writing before Sirveil quotes the account, so the Partner knows the number before the work is priced rather than after it is done.
- If no rate is agreed in writing before the quote goes out, the rate is 30% of Gross Collections. The burden of having that conversation in time is Sirveil's, not the Partner's.
- A Partner may decline a proposed rate. Declining affects nothing else — not the registration, not any other fee, not any other engagement with that account.
- Once agreed, an engagement rate runs for the life of that engagement on the same terms as Sections 9.1 to 9.4, including vesting, survival and succession.
- A product Sirveil launches after a Partner registered a company is covered automatically for that account, at the Product rate, with no new registration.

One consequence worth stating plainly: a Partner whose account never buys the Product at all, and instead commissions something Sirveil builds for it, is paid on that. The introduction is what was valuable, and the introduction is what is being paid for.

SECTION 10

Partner referrals and the 5% override

A Partner may introduce other account professionals to the program. Where one enrolls and names the

introducing Partner in writing at enrolment, the introducing Partner is paid 5% of Gross Collections from accounts that the Referred Partner introduces, for the life of those accounts. The Referred Partner's own 30% is unaffected; the 5% is paid by Sirveil in addition and is never deducted from anyone.

The three conditions that define this arrangement

1. Nothing is paid for the act of introducing a person. The override accrues only on Gross Collections from a real account that is paying for the Product. No payment, bonus or credit of any kind attaches to an enrolment, a signature, a headcount or a recruit.
2. Nothing is paid by anyone to participate. There is no joining fee, application fee, subscription, training charge, starter pack, minimum purchase or required spend. Sirveil never receives money from a Partner, and a Partner never receives money from another Partner.
3. One level, permanently. The override reaches a Partner's own direct introductions and stops there. There is no second level, no downline, no team, no rank, no organisation and no structure beneath a Partner. This is a term of the agreement rather than a current setting, and Sirveil will not add a level.

The override is administered by Sirveil from its own records. A Partner does no work in connection with a Referred Partner, has no responsibility for one, supervises nobody, and is paid nothing for anything a Referred Partner does other than sell the Product to a paying account.

The override survives on the same terms as the Partner's own fee, and ends where the Partner Agreement is terminated for a breach of Section 7.2, 7.3, 7.4 or 7.5.

SECTION 11

Independent business — the Partner's representations

The Partner represents, at enrolment and on each renewal, that each of the following is accurate. These representations are the classification record for the engagement, and Sirveil relies on them.

The Partner represents that it —

1. is free from Sirveil's control and direction in how it performs the work, both under this agreement and in practice.
2. provides its services to Sirveil. Where it participates in a conversation with an account, it does so alongside Sirveil and in support of Sirveil's own engagement with that account, and it carries no service obligation to that account.
3. has a written agreement with Sirveil that states the fee and the rate.
4. holds any business licence or business tax registration required where it performs the work.
5. maintains a business location separate from Sirveil's, which may be its own residence.
6. is customarily engaged in an independently established business of the same nature as this work.
7. is free to contract with other businesses — including Sirveil's competitors — and to keep its own clientele, without restriction by Sirveil.
8. advertises and holds itself out to the public as available to provide these services.
9. provides its own tools, equipment and vehicles. Approved Materials, the Partner Portal and anything else Sirveil supplies under Section 6 are Sirveil's proprietary materials and are excluded from this representation.
10. may negotiate its own rates.
11. sets its own hours and its own place of work.
12. performs no work here for which a contractor's licence is required.

Sirveil imposes no quota, no minimum activity level, no required hours, no reporting cadence, no territory, no exclusivity and no non-compete, during the term or after it. A restriction on the Partner's other clients would contradict representations 6, 7 and 8, and none is asked for.

Sirveil's commitments in Section 5 run to the Partner and create no corresponding duty, which is what keeps representation 2 accurate.

One standard, every state

Sirveil applies a single nationwide standard. Every Partner, in every state, meets the same conditions on the same terms — the ones in Section 2 and the representations above — and the standard is set at the level the strictest jurisdiction asks for rather than at the level each state would separately allow. There is no lighter tier for a Partner outside California and no state-by-state gate to clear before enrolling.

The reason is practical as much as legal. Worker-classification tests differ by state and several apply a three-part test of their own, so a program tuned state by state would need a separate answer for each one, would have to be re-answered whenever a Partner moved or a statute changed, and would treat two Partners doing identical work differently. A single standard set at the strictest level costs a Partner nothing beyond what Section 2 already asks — which a sole proprietor satisfies without forming anything — and it means the answer to how any Partner is engaged is the same answer everywhere.

The Partner Agreement still records the Partner's principal place of business, because that is what determines which law governs a dispute and where a Partner's own licence requirement comes from. It no longer determines what the Partner has to do to take part.

SECTION 12

Compliance, breach and termination

This section is contract enforcement. It runs against the Covered Terms and against nothing else. It contains no performance standard, no warning system, no probation, no improvement plan, no coaching and no review of how a Partner works, because none of those exist in this program and Section 5.5 commits Sirveil to keeping it that way. What follows is the ordinary machinery of a commercial agreement: a notice that names a term, a chance to put it right, and an end to the agreement where it is not put right or where it cannot be.

12.1 Ending the agreement in the ordinary way

- Either party may terminate on thirty days' written notice, for any reason or none, with no penalty. The thirty days run from the day the notice is received.
- The fee survives. Fees on Gross Collections from accounts that converted before termination continue for the life of those accounts — whichever party terminated, for whatever reason, including where the Partner retires, changes career, takes other work, works for a competitor or stops referring entirely.
- Registrations live at termination stay live for 120 days and pay at the full rate if they convert within it, so work already done is not lost to the timing of an ending. This does not apply where Sirveil terminated under Section 12.4; those registrations lapse on the date of the notice.

12.2 Notice of breach, and the chance to put it right

Where Sirveil considers that a Covered Term has been breached, it serves a written notice. The notice does three things and no more: it names the specific term, it states the facts Sirveil is relying on, and it says what would resolve it.

- The Partner has ten business days to resolve the breach or to answer in writing that it did not occur.
- Where the Partner resolves it within that period, the matter is closed. Nothing is recorded against the Partner, no rate changes, no registration is affected, and Sirveil does not refer back to it.
- Where the Partner answers that no breach occurred and Sirveil disagrees, the disagreement goes to

the dispute route in Section 13 before any termination on that ground.

- Where the breach is neither resolved nor answered within the period, Sirveil may terminate on written notice under Section 12.4.
- Repetition of the same breach after a closed notice may be treated as uncured without a fresh cure period, where the notice said so.

12.3 Suspension while Sirveil looks into it

Some breaches carry on doing harm while they are being worked out. Where Sirveil has a reasonable basis to believe a Partner has breached Section 7.2, 7.3, 7.4 or 7.5 — the claims, free-use, data and earnings rules — it may suspend the Partner immediately and review.

- Suspension means Sirveil accepts no new registrations from the Partner and issues no new materials. It is not an accusation and carries no finding.
- Fees on already-converted accounts continue to accrue and continue to be paid throughout a suspension. Money does not stop while a question is open.
- Sirveil states in writing which term it is looking at and why, on the day it suspends.
- A suspension ends in reinstatement or in a notice under Section 12.2 or 12.4, within fifteen business days. Where it ends in reinstatement, registrations the Partner made or attempted during the suspension are accepted with their original timestamps.

12.4 Termination for cause

Sirveil may terminate immediately, without a cure period, where a Partner has done any of the following. These are the only grounds for immediate termination.

1. Obtained or attempted to obtain a fee by fraud — including registering an account on a false basis, falsifying a relationship with a company, or misstating what was collected.
 2. Made a wilful misrepresentation about Sirveil, the Product, the Partner's own relationship to Sirveil, or the Partner's own eligibility under Section 2.
 3. Breached Section 7.4 by moving personal information or a list of individuals between the Partner and Sirveil, or by acquiring a list of individuals for use with the Product.
 4. Signed, quoted, negotiated or purported to bind Sirveil in breach of Section 7.1.
 5. Made an earnings or income representation to a prospective Partner, charged anyone to join, or described or operated a second level, in breach of Section 7.5.
 6. Failed to resolve a breach within the cure period under Section 12.2, or repeated a breach after a closed notice.
 7. Ceased to satisfy a Section 2 condition and did not restore it within the period in Section 12.6.
- On termination under this section, fees and overrides stop accruing from the date of the notice. Sirveil states the ground and the facts in the notice.

Termination under this section is never triggered by competing with Sirveil, by working for anyone else, by leaving, by declining an account, or by how much or how little a Partner produces. A clause of that kind would be void as a restraint on the Partner's own trade, and none is drafted here.

12.5 Surrender and recovery

Where a Partner has been terminated under Section 12.4(1) or 12.4(2) — fraud or wilful misrepresentation — the following apply, and they apply only to those two grounds.

1. Future fees are surrendered. The tail in Section 12.1 does not survive a termination on either ground, and no further fee or override accrues on any account.
2. Fees procured by the conduct are repaid. The Partner returns fees already paid on any account obtained, retained or inflated by the fraud or misrepresentation. This is the return of money the Partner was never entitled to, measured account by account, and it reaches no other account.
3. Sirveil may set off amounts due under this section against any statement not yet paid.

4. The Partner indemnifies Sirveil against a third-party claim, demand or proceeding arising from the Partner's breach of Section 7.2, 7.3 or 7.4, including reasonable defence costs. Sirveil notifies the Partner promptly of any such claim and does not settle it without the Partner's consent, which is not unreasonably withheld.
5. Sirveil's other remedies survive, and nothing here limits either party's right to recover its actual loss.

No fixed sum, multiple or stipulated amount is payable under this section. Recovery is confined to money the Partner was not entitled to and loss actually suffered, which is why it is drafted as repayment and indemnity rather than as a penalty for default. A forfeiture that bites merely because a party defaulted is a different instrument and is not what this is.

12.6 Keeping Section 2 accurate

- The Section 2 conditions and the Section 11 representations are given at enrolment and are confirmed once a year, in a single line, at a moment of the Partner's choosing in the sixty days before the anniversary of enrolment.
- Where one stops being accurate — a business licence lapses, a business form changes, the Partner stops holding itself out — the Partner tells Sirveil and has thirty days to restore it. Fees continue to accrue and to be paid throughout.
- This is the one place Sirveil asks a Partner for anything on a schedule, and it asks about the Partner's standing as a business, never about the Partner's activity, pipeline, results or method.

12.7 Where Sirveil is the one in breach

- The Partner may serve a notice of breach on Sirveil on the same terms, naming the section and the facts, with the same cure period.
- Where Sirveil fails to pay a statement, fails to honour Section 5, or terminates a Partner on a ground outside Section 12.4, the Partner may terminate for cause — and the tail in Section 12.1 survives in full.
- A termination Sirveil later accepts was wrongly made is reversed, with fees restored from the date of termination.

12.8 Final statement and records

- On termination, Sirveil issues a final statement on the ordinary cycle and pays what is owed. Where the law of the Partner's state requires payment sooner, that period applies.
- Where the tail survives, statements and payments continue on the ordinary cycle for as long as the accounts remain customers, and the Partner keeps its Portal access to see them.
- The Partner keeps its own records of what it sent, to whom and when, and of the disclosures it made under Section 7.5, and makes them available on request where Sirveil has served a notice under Section 12.2 or 12.3.
- Sirveil reviews Partner-facing communications on a sample basis. This is a folder and a periodic read, not a reporting obligation on the Partner and not a measure of one.
- Sections 5.3, 7, 9.2, 10, 11, 12 and 13 survive termination.

SECTION 13

General

- The Partner Agreement governs. Where the Partner Agreement and any web page, listing, job post, social post, advertisement, email or conversation disagree, the Partner Agreement governs, and no page or listing text creates a right or an obligation.
- The Partner Agreement, its schedules and the then-current Approved Materials, Partner Brand Guidelines and Program Policies are the whole agreement between the parties on this subject. Sirveil may update the Program Policies, the Brand Guidelines and the Materials on notice.

- A policy update never reduces money. No change to the Program Policies, the Brand Guidelines or the Materials reduces a rate, ends or shortens a fee on a converted account, shortens the survival in Section 12, or introduces a quota, minimum, target, activity requirement or inactivity forfeiture. A change of that kind is an amendment to the Partner Agreement and needs the Partner's signature.
- Neither party is the other's employer, joint employer, partner in the legal sense, joint venturer, agent or fiduciary.
- The Partner is responsible for its own taxes, its own insurance and its own personnel, and for the acts of anyone it engages.
- Amendments are in writing, and take effect prospectively under Section 9.3.
- Acceptance window. When Sirveil accepts an application, it invites the applicant to accept these terms in the Partner Portal. That invitation stays open for thirty days from the day the application is accepted. If these terms have not been accepted within those thirty days, the invitation closes automatically: access to the Partner Portal ends, and nothing is owed by either party, because no agreement was made. Closing an invitation withdraws an open offer; it is not a termination under Section 12. Sirveil gives the applicant the closing date in writing when it accepts the application, and confirms in writing when an invitation closes. An applicant whose invitation has closed may apply again at any time.
- Governing law and venue. The Partner Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws rules. The state and federal courts located in Santa Clara County, California, have exclusive jurisdiction over any dispute arising out of or relating to the Partner Agreement, and each party submits to that jurisdiction. Neither party is required to arbitrate any dispute.
- Disputes. A dispute over a statement goes first to the statement-query process in Section 9.3. A dispute over whether a Covered Term was breached goes through three steps before either party terminates on that ground: first, a written notice under Section 12.2 or 12.7 naming the term and the facts; second, thirty days of direct negotiation between the parties, counted from the day the notice is answered; third, where the dispute remains, non-binding mediation in San Jose, California, before a mediator the parties choose together, with the mediator's fee shared equally. If the dispute is still unresolved after the mediation, either party may terminate on that ground under Section 12 or bring the dispute before the courts named above.
- Sirveil may assign on a change of control, and the fee and its survival bind any successor. The Partner may assign with Sirveil's written consent, which is not unreasonably withheld where the assignee satisfies Section 2.

ACKNOWLEDGEMENT

Partner details and signature

Completed at enrolment, in the Partner Portal. The Partner's electronic acceptance of these terms, countersigned by Sirveil, is the Partner Agreement. It records the Partner's acknowledgement of the scope in Sections 3 and 4, Sirveil's commitments in Section 5, the express limits in Section 7, the fee definition in Section 9.2 and the representations in Section 11, together with the details below.

Business name the Partner contracts under _____

Business form (sole proprietor, LLC, corp.) _____

State _____

Business licence no., where the city requires one _____

Principal business address _____

Where the Partner holds itself out (site, profile) _____

Other clients or businesses served or sought _____

Referring Partner, if any (named once, at enrolment) _____

Fee rate, if individually negotiated _____

Signatory name and title _____

Signature _____

Date _____

For SIRVEIL Inc.

Name and title _____

Signature _____

Date _____

This version supersedes every earlier draft, including the two-tier 25/10 and 35/15 structure of the drafts before v11. Any page, listing or rate-card record still showing an earlier structure is corrected to this version. Version v11.6, issued 26 September 2026.