PARTNER AS A DISTRIBUTOR

Partner Specific Terms

Unless otherwise expressly stated herein, capitalised terms used in these Partner Specific Terms shall have the meaning ascribed to them in the OUTPOST24 MASTER PARTNER AGREEMENT (the "**Agreement**").

These Partner Specific Terms apply where the Partner is appointed as a distributor under the Agreement and apply to Partner solely in that capacity.

The Partner may market the Services and facilitate the sale or licensing of the Services through Approved Resellers (as defined below) in the Territory for onward sale or licensing to End Customers, in accordance with the Agreement, these Partner Specific Terms and the applicable Quotation.

The Partner may, subject to compliance with applicable law, cooperate with resellers approved by Outpost24 in writing ("**Approved Resellers**"). Outpost24 shall not unreasonably withhold or delay such approval. The Partner shall ensure that each Approved Reseller is bound by written terms reasonably sufficient to allow the Partner to comply with the Agreement and these Partner Specific Terms. Unless and to the extent an Approved Reseller's act or omission in relation to the Services is covered by a separate written agreement between Outpost24 and the Approved Reseller, the Partner shall be responsible to Outpost24 for such act or omission.

Unless otherwise expressly agreed by Outpost24 in writing, the Partner shall ensure, directly or through the relevant Approved Reseller, that each End Customer accepts the Outpost24 Customer Terms and applicable Service Terms as a direct counterparty to Outpost24 before accessing or using the Services. The Partner shall reasonably assist Outpost24, and shall procure reasonable assistance from the relevant Approved Reseller, in obtaining such acceptance and providing reasonable evidence thereof upon request. The Partner shall not, and shall ensure that Approved Resellers do not, grant or purport to grant any right to access or use the Services unless the relevant End Customer has accepted the applicable terms and the relevant order has been approved by Outpost24.

The Partner shall not, and shall ensure that Approved Resellers do not, agree to any changes to the Outpost24 Customer Terms, the Service Terms or any other terms binding on Outpost24 without Outpost24's prior written approval. Any request for changes to the Outpost24 Customer Terms must be submitted to legal@outpost24 for approval. Any separate agreement between the Partner and an Approved Reseller, or between an Approved Reseller and an End Customer, is between the relevant parties only and shall not amend, exclude or override the Outpost24 Customer Terms or impose any obligation, liability, warranty or commitment on Outpost24.

The Partner may, where authorised by Outpost24, forward approved quotations or other order documents to the relevant Approved Reseller or End Customers without modification. Neither the

Partner nor any Approved Reseller shall issue, amend or accept any quotation or order, or agree to any terms binding on Outpost24, unless expressly authorised by Outpost24 in writing.

Upon termination of the Agreement, the Partner shall not start cooperating with any additional Approved Resellers in relation to the Services or pursue new distributor opportunities pertaining to the Services or any offering by Outpost24 unless otherwise agreed in writing by Outpost24. Termination shall not affect accepted End Customer orders or the End Customer's rights under the Outpost24 Customer Terms. Subject to the Partner's continued compliance with the Agreement and satisfaction of the applicable payment terms, the Partner may continue its distributor role for such accepted orders only to the extent reasonably required during the committed Service term, unless the Agreement is terminated by Outpost24 due to the Partner's breach.