

Partner / Reseller Agreement

Document ID: VC-LEGAL-007 **Title:** Partner / Reseller Agreement **Version:** 1.0-draft **Last updated:** 2026-05-15 **Publisher:** Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location:** <https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-007> **Burdenoff Group Contract Registry** — root at <https://burdenoff.com/contracts> (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at <https://burdenoff.com/contracts/vibecontrols/>. Every referenced contract is identified by its Document ID (VC - LEGAL - ### / VC - PRICING - ###) and incorporated by reference.

Status: TEMPLATE / DRAFT **Provider:** Algoshred Technologies Private Limited, Chennai, India
Counterparty: the partner organisation that signs an applicable Partner Schedule ("Partner") **Related document:** VC-PRICING-PARTNER — Partner & Reseller Commission Guide

This Agreement governs Partner's participation in the VibeControls Partner Program: Referral, Consulting, Implementation, Authorized Reseller, Managed Service Provider (MSP), and Strategic Alliance tracks. Different tiers have different commercial models per the **Partner Schedule** signed at enrolment or renewal.

1. Definitions

- **"End Customer"**: the entity that ultimately uses the Service.
- **"Net Revenue"**: collected revenue from End Customer for the Service, excluding taxes, refunds, chargebacks, credits, payment processing fees, marketplace publisher payouts, customer-owned cloud costs, AI provider costs, and other pass-through costs.
- **"Partner Schedule"**: the document executed between Algoshred and Partner specifying tier, territory, commission/margin rates, registered deal protections and other commercial terms.
- **"Registered Opportunity"**: an opportunity submitted by Partner and accepted by Algoshred through the Partner Portal, valid for a defined registration window.

2. Appointment

2.1 Subject to this Agreement and the Partner Schedule, Algoshred appoints Partner on a **non-exclusive** basis for the tier and territory specified.

2.2 Authorized Reseller appointments require an explicit Partner Schedule signed by Algoshred. Without such schedule, Partner has no authority to resell.

2.3 Nothing creates a partnership, joint venture, agency or employment relationship.

3. Partner obligations

Partner shall:

- comply with this Agreement, the AUP, the MSA, and applicable laws (anti-bribery, sanctions, data protection, tax, consumer protection);
- accurately represent the Service and not make warranties or commitments on Algoshred's behalf;
- not bundle the Service in misleading ways or misrepresent pricing or limits;
- maintain trained personnel sufficient to provide the level of service implied by its tier (e.g., Implementation Partners must employ certified consultants);
- protect Algoshred's Confidential Information;
- not engage in brand bidding on Algoshred trademarks, unless approved;
- promptly notify Algoshred of any complaint, regulatory enquiry or security incident relating to the Service;
- maintain records of partner activity for at least 7 years.

4. Resellers — flow-down

4.1 Authorized Resellers shall require each End Customer to accept the **Algoshred MSA** (and applicable Policies) directly with Algoshred via click-through or signed Order Form. The End Customer relationship for the Service remains between Algoshred and the End Customer.

4.2 Reseller may negotiate commercial pricing within the parameters set by the Partner Schedule but may not modify the MSA, DPA, AUP, SLA, Security Exhibit, or other Policies.

4.3 Reseller is responsible for collecting Fees from End Customer and remitting Algoshred's share per Section 7. Reseller assumes credit risk for its End Customers unless otherwise stated.

5. Deal registration and protection

5.1 Partner may register opportunities through the Partner Portal. Algoshred confirms acceptance and the registration window (default **120 days**, renewable on reasonable showing of active engagement).

5.2 During the active registration window, Partner is the **primary partner** for the opportunity. Algoshred will not knowingly assign the opportunity to another partner.

5.3 If two partners register the same opportunity, priority goes to the earlier registration with materially demonstrated engagement.

5.4 Registration does not guarantee a sale. Algoshred retains final discretion over quoting, pricing and contracting.

6. Commission and margin

6.1 Rates and caps are set in the Partner Schedule and follow the model in **VC-PRICING-PARTNER — Partner & Reseller Commission Guide** (e.g., 10% Referral, 12% Consulting, 15% Implementation first-year Net Revenue; reseller margin up to 15%, renewal margin up to 8%; capped on Dedicated Tenant items).

6.2 Commissions are calculated on **collected Net Revenue** in the End Customer's billing currency, then converted to Partner's payout currency per the Partner Schedule.

6.3 Commissions are payable only after Algoshred has collected the underlying Net Revenue from the End Customer. Refunds, chargebacks, credits and unpaid amounts reduce or claw back commissions.

6.4 Big-deal incentives and renewal incentives, if applicable, are stated in the Partner Schedule.

7. Reseller — Invoicing and payment

7.1 For Authorized Resellers, Algoshred invoices Reseller for Net of Reseller Margin, and Reseller separately invoices the End Customer.

7.2 Payment terms: **NET-30** from invoice date unless otherwise stated.

7.3 GST and other taxes apply per MSA §7.3.

7.4 Partner shall not collect any payment from End Customers in Algoshred's name unless explicitly authorised. Reseller funds are not held in trust for Algoshred unless agreed.

8. Use of trademarks

8.1 Algoshred grants Partner a limited, non-exclusive, non-transferable, revocable licence to use Algoshred trademarks solely to identify Partner's status (e.g., "VibeControls Authorized Reseller") in accordance with the **Algoshred Brand Guidelines**.

8.2 Partner shall not (a) register or attempt to register Algoshred trademarks, (b) use them as part of Partner's own brand or domain, or (c) use them in a manner that disparages Algoshred or misleads customers.

9. Confidentiality, data and personal information

9.1 The confidentiality provisions of the MSA apply mutatis mutandis.

9.2 Where Partner accesses Personal Data of End Customers, Partner shall comply with the DPA and applicable law (DPDP, GDPR, SPDI Rules). Partner shall sign a back-to-back DPA with End Customer where required.

9.3 Partner shall not use End Customer information beyond what is needed to deliver Partner's services.

10. Compliance

10.1 Anti-bribery: Partner shall comply with the **Prevention of Corruption Act, 1988**, FCPA, UK Bribery Act, and shall not offer, give, or receive any improper benefit in connection with the Service.

10.2 Sanctions and export: Partner shall not sell, deliver, support or refer the Service to a sanctioned party or destination, nor in a manner that violates Indian, U.S., EU, or UK sanctions regimes.

10.3 Anti-corruption diligence on Partner's own sub-channels.

11. Term and termination

11.1 Term: **1 year** from the Partner Schedule effective date, auto-renewing for like terms unless either party gives 60 days' notice of non-renewal.

11.2 Either party may terminate for material breach uncured within 30 days, or immediately on insolvency, sanctions, anti-bribery violation, or material reputational risk.

11.3 Algoshred may terminate immediately for security incidents originating from Partner, or for breach of Sections 8 (Trademarks), 9 (Confidentiality), 10 (Compliance) or the AUP.

11.4 On termination:

- Partner shall stop using Algoshred trademarks;
- Pre-termination commissions on collected Net Revenue accrue per Section 6;
- In-flight Registered Opportunities convert to Algoshred at Algoshred's discretion;
- End Customer relationships continue with Algoshred directly (subject to Reseller payment obligations).

12. Liability

The MSA's liability cap and exclusions apply mutatis mutandis between Algoshred and Partner. Partner's payment, indemnity and confidentiality obligations are not subject to the cap.

13. Indemnity

13.1 Partner shall indemnify Algoshred against claims arising out of (a) Partner's marketing claims and conduct, (b) breach of this Agreement or applicable law by Partner, (c) Partner's negligent or fraudulent acts, and (d) materials produced by Partner.

13.2 Algoshred's IP indemnity to End Customers under the MSA does **not** extend to claims arising out of Partner-built integrations, plugins, or services.

14. Notices and miscellaneous

- Notices to Algoshred at contact@vibecontrols.com (and registered office).
- Governing law and dispute resolution per MSA §15 (India / Chennai-seated arbitration).
- Anti-assignment, severability, electronic execution per MSA §18.
- The Partner Schedule prevails over conflicting provisions of this Agreement solely as to the specific Partner.

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (B0FF-LEGAL-### or B0FF-PRICING-###) and are published at <https://burdenoff.com/contracts>. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at <https://burdenoff.com/contracts> as at the Effective Date of the applicable Order Form (or, where no Order Form

exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.