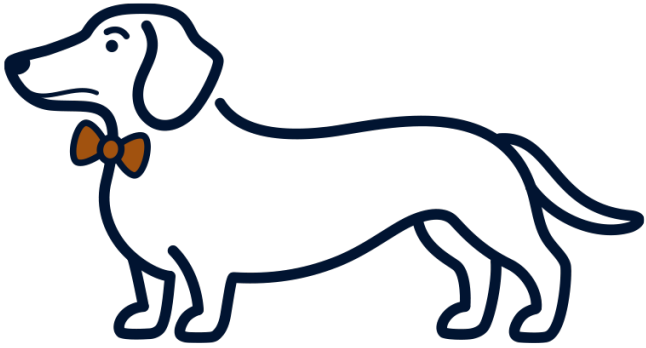


Affiliate Agreement

between Teckel Services Limited and a teckel affiliate

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Version 1

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1. Parties

1.1 This Agreement is between **Teckel Services Limited**, a company incorporated in the Isle of Man under the Companies Act 1931 with company number 137849C ("**teckel** ", "we", "us"), and the person or organisation named in the affiliate application submitted at teckel.io/affiliates (the "Affiliate", "you").

1.2 If you register on behalf of an organisation you confirm that you are authorised to bind it, and "you" means that organisation.

1.3 The programme is for businesses and organisations. You confirm that you enter into this Agreement in the course of your business, trade or profession, and not as a consumer.

2. Background

2.1 **teckel** runs Benedict, a compliance documentation assistant for dental practices, sold pay-as-you-go through the Sales Channels and paid for in **teckel** credits ("tc"), as described at teckel.io/pricing.

2.2 The affiliate programme lets organisations that already talk to dental practices — multi-practice operators, software and service companies, consultants and trainers, accountants and suppliers, professional associations — introduce Benedict to those practices with a personal code. The practice gets bonus credit; the Affiliate earns a commission, or passes the whole benefit to its members as a perk.

2.3 This Agreement sets out how that works, what each side promises, and how the Affiliate is paid.

3. Definitions

In this Agreement:

3.1 "**Affiliate Code**" means the unique code **teckel** issues to you under clause 6; a practice sees and enters it as its "referral code".

3.2 "**Application**" means the form you submitted at teckel.io/affiliates, including your consent to be contacted about the programme. Submitting it does not accept this Agreement.

3.3 "**Approval**" means **teckel**'s e-mail from affiliates@teckel.io telling you your Application is accepted and sending you this Agreement to accept. There is no agreement until you accept it (clause 15.7).

3.4 "**Bonus Credit**" means the extra tc a Referred Practice receives on its first Eligible Purchase if its Referral Date falls inside the Offer Window of the code it entered (clause 6.3): **20%** at launch. **teckel** may change the Bonus Credit for the future with at least 30 days' notice by e-mail; a Practice that receives the Bonus Credit receives the one that was published on its Referral Date, and receives it once (clause 4.4).

3.5 "**Commission**" means the amounts payable to you under clause 9 and Schedule 1.

3.6 "**Eligible Purchase**" means a completed purchase of tc by a Referred Practice on or after its Referral Date, in real money, through a Sales Channel, net of refunds, chargebacks, discounts and any bonus or free credit. Free credit, the Bonus Credit itself and promotional grants are never Eligible Purchases.

3.7 "**Practice**" means a dental practice or other organisation that creates a Benedict, through the **teckel** App or in any other way **teckel** offers.

3.8 "**Referred Practice**" means a Practice that entered your Affiliate Code as its referral code, when it created its Benedict or later through any code-entry route **teckel** accepts, and whose code entry **teckel** accepted. A Practice has only one referral code. The first code entry **teckel** accepts is the one that counts; **teckel** disregards any later entry, even if the App records it, and **teckel**'s records decide which entry came first. **teckel** accepts a code entry only if it is made before the Practice's first purchase of tc; an entry made after that attaches no Affiliate, even if the App records it.

3.9 "**Referral Date**" means the date on which a Referred Practice's code entry was accepted by **teckel**.

3.10 "**Renewal Date**" means each anniversary of the Start Date (clause 15.7).

3.11 "**Sales Channel**" means the **teckel** App, a Practice's Benedict portal, teckel.io and any other channel through which **teckel** sells tc.

3.12 "**Schedule Period**" means the 36 months after the Referral Date during which Commission accrues (Schedule 1).

3.13 "**Statement**" means the periodic account of Referred Practices, Eligible Purchases and Commission described in clause 10.

3.14 "**teckel App**" means any mobile application **teckel** publishes for creating or using a Benedict, including any later or replacement application.

3.15 "**Working Day**" means a day other than a Saturday, Sunday or public holiday in the Isle of Man.

4. How the programme works

4.1 You apply at teckel.io/affiliates. **teckel** reviews every Application by hand and may accept or decline it without giving reasons. Nothing is granted or owed until you have accepted this Agreement after Approval.

4.2 On Approval **teckel** e-mails you this Agreement to accept (clause 15.7), tells you the Affiliate Code it will issue and its Offer Window, and asks for your postal address and the e-mail address of a PayPal account in your name for your Commission (clause 10.2). Your code goes live when you have accepted this Agreement and given us those details; **teckel** confirms by e-mail.

4.3 You give the code to Practices you introduce. A Practice enters it once, as its referral code: usually when it creates its Benedict, or later through any code-entry route **teckel** accepts. That is all the Practice has to do; it deals with **teckel** directly for everything else.

4.4 When a Referred Practice makes its first Eligible Purchase it receives the Bonus Credit, if its Referral Date fell inside the code's Offer Window (clause 6.3). A Practice receives the Bonus Credit once: a Practice that has already received bonus credit under another **teckel** offer does not receive it again. From the Referral Date,

inside the Offer Window or not, you earn Commission on that Practice's Eligible Purchases for the Schedule Period, unless you chose the member-perk option in clause 7.

4.5 The Bonus Credit is never deducted from your Commission, and your Commission is never charged to the Practice. Both are funded by **teckel**.

5. Appointment

5.1 **teckel** appoints you as a non-exclusive affiliate for the purpose of introducing Practices to Benedict. **teckel** may appoint other affiliates and may sell directly, anywhere.

5.2 You are an independent contractor. Nothing in this Agreement makes you an agent, partner, employee or joint venturer of **teckel**, and you have no authority to make offers, give warranties, accept money or otherwise bind **teckel**.

5.3 The programme is single-tier. You may not recruit sub-affiliates, share Commission with anyone who introduces Practices on your behalf, or represent that anyone can earn by recruiting others. There is no joining fee, no subscription and nothing you have to buy in order to take part, and your Commission depends only on what the Practices you introduce actually spend — never on introducing other affiliates.

5.4 You introduce Practices to a service. Benedict is a hosted service that a Practice pays for as it uses it; no goods are sold under this Agreement, and you have no authority to negotiate or conclude any sale (clause 5.2). Taking part in the programme is secondary to your own business. If, despite this, a court or tribunal decides that the Commercial Agents (Council Directive) Regulations 1993, or any similar law, apply to this Agreement: (a) every period of notice in clause 13 is the longer of the period stated there and the minimum the law requires; (b) you are entitled on termination to an indemnity under regulation 17(3) to (5) of those Regulations and not to compensation under regulation 17(6) and (7); and (c) the Commission that continues after termination under clause 13.5 is taken into account in deciding what indemnity is equitable, so far as the law allows.

6. The Affiliate Code

6.1 You receive one Affiliate Code, unless **teckel** agrees to issue more — for example to a group with several brands; every code issued to you is covered by this Agreement. You may ask for your preferred code in the Application; **teckel** confirms it is available or offers an alternative. Codes are letters and numbers only, up to 40 characters.

6.2 The code is personal to you. You may publish it to Practices in any lawful way that complies with clause 8, but you may not sell it, auction it, bundle it into a paid product or hand it to another intermediary.

6.3 Each Affiliate Code has an "Offer Window": the period in which a Practice that enters it qualifies for the Bonus Credit. **teckel** tells you the window's closing date at Approval. A Practice whose code entry is accepted inside the window receives the Bonus Credit on its first Eligible Purchase (clause 4.4). A Practice whose entry is accepted after the window has closed is still your Referred Practice, and you still earn Commission on it, but it receives no Bonus Credit. **teckel** may extend or reopen a window at any time. A window never closes less than 30 days after **teckel** has told you by e-mail the date it closes. Your code may also carry an expiry date, which **teckel** tells you at Approval or with at least 30 days' notice. After expiry no new Practice can use it. Every Referred Practice already attached to it keeps its full Schedule Period. **teckel** decides whether a Practice qualifies for the Bonus Credit by its Referral Date as shown in **teckel**'s records.

6.4 A mistyped, expired or unknown code never blocks a Practice from creating its Benedict; it simply attaches no Affiliate. **teckel** decides whether a code entry is accepted; its records of code entries are evidence of them, and **teckel** will give you reasonable supporting information on request.

6.5 **teckel**'s own house codes (for example a trade-show code) pay no Commission to anyone. Where a Practice enters a house code instead of yours, it is not a Referred Practice.

6.6 **teckel** may suspend your Affiliate Code, and hold the Commission on the Practices concerned, while it investigates a suspected breach of clause 8 or suspected fraud — for no longer than is reasonably necessary, and in any event for no more than 60 days, except where clause 8.13 requires a longer hold. **teckel** tells

you when it does so. By the end of that period **teckel** either lifts the suspension and pays anything held with the next Statement or, if the suspicion is confirmed, terminates under clause 13.3.

7. The member-perk option

7.1 Some organisations, such as professional associations, would rather not be paid. If you chose "member perk only" in your Application, or tell us so later in writing, you waive all Commission. Your Referred Practices still receive the Bonus Credit in full, on the terms of clause 4.4.

7.2 You may switch between the commission and member-perk options with 30 days' written notice; the switch applies to Practices referred after the change.

8. Your conduct

You will:

8.1 promote Benedict honestly and lawfully, and only to dental practices and other organisations that could use Benedict to document their own compliance (the organisations that can become Practices under clause 3.7);

8.2 comply with all laws that apply to your marketing, including the UK GDPR, the Isle of Man's data-protection legislation, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), the Unsolicited Communications Regulations 2005 of the Isle of Man and the CAP Code, and in particular send no unsolicited electronic marketing to anyone who has not consented to receive it from you, and never get anyone else to send it for you;

8.3 make no claim about Benedict that **teckel** has not published. In particular you will never say or imply that Benedict automates compliance, completes forms without a person, guarantees a regulatory outcome, or replaces the professional judgement of the practice: the practice always does the thinking and remains responsible for

its own compliance, and Benedict does the documentation work;

8.4 use the **teckel** and Benedict names, logos and approved materials only as permitted by clause 12 and Schedule 2;

8.5 disclose your commercial relationship with **teckel** wherever the law or the CAP Code requires it, for example on social media;

8.6 if you receive Commission and you advise, act for or owe a duty to a Practice, tell that Practice, before it enters your code, that you receive Commission from **teckel** on its purchases;

8.7 if you are a registered healthcare professional, or your organisation is regulated as one, comply with your own regulator's rules on conflicts of interest and on declaring commercial arrangements;

8.8 not offer, promise, give, request or accept a bribe or any other improper payment, gift or advantage in connection with this Agreement — including anything given to a person who works at or advises a Practice to make it enter your code; comply with the Bribery Act 2013 (an Act of Tynwald) and, where it applies to you, the Bribery Act 2010 of the United Kingdom, and with any anti-bribery policy **teckel** publishes for affiliates; and tell **teckel** promptly at affiliates@teckel.io if you learn of or suspect bribery connected with this Agreement;

8.9 not bid on "teckel", "Benedict" or confusingly similar terms in paid search, register domain names or social handles containing them, or run advertising that presents you as **teckel**;

8.10 not refer yourself: purchases by a Practice you own or control earn no Commission, although it may still receive the Bonus Credit;

8.11 not offer any Practice a payment, rebate or inducement of your own in return for entering your code, other than the published Bonus Credit;

8.12 keep confidential any non-public information you receive from **teckel**, including Statements, and use it only for this Agreement;

8.13 confirm that neither you nor anyone who owns or controls you is designated under, or otherwise subject to, financial sanctions in force in the Isle of Man or the United Kingdom (United Kingdom sanctions have effect in the Isle of Man under the Sanctions Act 2024, an Act of Tynwald), and tell **teckel** at once if that changes.

teckel may check your details against the UK Sanctions List, and any other list the law requires, at Approval and before any payment. **teckel** will not make a payment that sanctions law forbids: it may hold the Commission concerned for as long as the law requires without being in breach of this Agreement, and may suspend your code or end this Agreement under clause 13.3;

8.14 not use the programme, your code or your Commission to launder money or to evade tax, or to help anyone else do so; comply with the Proceeds of Crime Act 2008 (an Act of Tynwald) and with the laws against money laundering and the facilitation of tax evasion that apply to you in the United Kingdom or wherever you are based; and give **teckel** the information it reasonably asks for about who you are, who owns you and your tax status. Commission is paid only to a PayPal account in your own name, and never in cash.

9. Commission

9.1 Unless you chose the member-perk option, **teckel** pays you Commission on each Eligible Purchase made by each Referred Practice during its Schedule Period, at the rates in Schedule 1.

9.2 Commission is calculated on the amount received for the Eligible Purchase. Payments for **teckel** are taken by Risk Logical Limited (an Isle of Man company, company number 107712C), which handles payments for **teckel**; an amount received for a purchase counts, for this Agreement, as received by **teckel**, whoever holds the store or payment account it comes through and whichever bank account it is paid into. The amount received is: (a) for a purchase through the App Store or Google Play, the amount the store reports as payable to its account holder for that transaction, after the store's own commission and fees at the rate the store actually applied to it and after any tax the store collects or withholds; (b) for any other purchase, the amount paid, less the payment processor's fees for that payment and less any VAT or other tax on the sale. If the store or processor reports or pays that amount in a currency other than pounds sterling, it is converted at the exchange rate the store or processor itself applied when it paid out the proceeds that include the purchase; if it did not convert them into pounds sterling, at the monthly exchange rate HMRC publishes for the month of the purchase. A refund, reversal, chargeback or adjustment the store or processor later reports for a purchase reduces the

amount received for it (clause 9.3), including any part of its own commission the store returns. **teckel**'s records of the store's and processor's reports are evidence of the amount received, and **teckel** gives you reasonable supporting information on request (clause 10.5).

9.3 If an Eligible Purchase is refunded, reversed or charged back, the Commission on it is reversed and deducted from the next Statement. If the next Statement cannot cover it, or there is no next Statement, **teckel** may invoice you for the difference and you will pay it within 30 days.

9.4 Commission accrues only for Eligible Purchases completed while this Agreement is in force, subject to clause 13.

9.5 **teckel** may change the rates, the Schedule Period or the minimum payout for the future, with at least 30 days' notice by e-mail stating the date the change takes effect. A change to the rates or the Schedule Period applies only to Practices referred after it takes effect: Practices already referred keep the Schedule that applied on their Referral Date. A change to the minimum payout applies only to Commission accruing after it takes effect, never to a balance already carried forward. **teckel** may also agree different rates with an individual Affiliate in writing.

10. Statements and payment

10.1 **teckel** sends you a Statement for each calendar quarter, within 20 Working Days of the quarter's end. The Statement is **teckel**'s account of what you have earned; it is not a VAT invoice and says so (clause 10.3). Each Statement shows: a unique number; the date it is issued; the quarter it covers; your name and address, and your VAT registration number if you have given us one; for every Eligible Purchase in the quarter, the Referred Practice's name (or a reference, under clause 11.3), the date of the purchase, the amount received (clause 9.2), the rate and the Commission; any reversals (clause 9.3) and any set-off (clause 10.8), each with its reason; the total due; and the PayPal account the payment will come from (clause 10.7). A Statement shows nothing else about a Practice.

10.2 Commission is paid in pounds sterling by PayPal, to the PayPal account you nominate, within 30 days of the Statement, provided the total due is at least the minimum payout in Schedule 1. Smaller amounts are carried forward and paid

when the threshold is reached, or on termination. You need a PayPal account in the name in your Application that can receive payments in pounds sterling; if PayPal's terms require you to hold a business account to receive these payments, that is for you to arrange. **teckel** pays what PayPal charges for sending the payment. Any fee for receiving pounds sterling, any charge for converting currency, and anything your own bank charges, is yours. If PayPal does not make or complete a payment — for example it declines or holds it, limits the sending account, or returns it unclaimed — that is not a breach by **teckel**: **teckel** tells you, and pays the amount by PayPal once the problem is cleared or, at **teckel**'s choice, by bank transfer in pounds sterling to an account in your name, after confirming the details with you through a separate channel (clause 10.6). The amount stays owed to you until it is paid, but no interest or compensation is due for a delay caused by the payment provider, so far as the law allows.

10.3 **Invoices.** The Statement is a commercial statement of account, not a VAT invoice, and **teckel** does not issue self-billed invoices. (a) If you are registered for VAT in the UK or the Isle of Man, you issue **teckel** your own invoice for each Statement, quoting its number and showing the VAT (clause 10.4): while **teckel** is not registered for VAT, for exactly the total the Statement shows, with the VAT included in that total; from the date **teckel** is registered, for the Commission the Statement shows plus VAT at the rate that applies. Issue it within 14 days of the Statement so that your tax point stays in step with the quarter. Where your invoice and the Statement differ, the Statement governs unless you dispute it under clause 10.5. **teckel** pays on the Statement (clause 10.2) whether or not your invoice has arrived. (b) If you are not VAT-registered you need not invoice us: the Statement is the record of what you were paid. (c) Tell **teckel** within 10 Working Days if you register for VAT, if your VAT number changes, if you deregister, or if you sell or transfer your business. (d) If **teckel** becomes VAT-registered it may offer you a self-billing arrangement for the future; it starts only when both of us have signed a written self-billing agreement that meets the VAT rules, and until then nothing in this Agreement is a self-billing agreement.

10.4 **VAT and other tax.** You are responsible for all tax on your Commission, other than VAT that this clause says **teckel** pays. Your introductions are a supply of services to **teckel**, which belongs in the Isle of Man, inside the UK VAT area. (a) **While teckel is not registered for VAT**, the rates in Schedule 1 are the whole of what **teckel** pays: **teckel** charges no VAT and adds none. If you are VAT-registered in the UK or the Isle of Man, the VAT you must account for on your Commission is part

of that amount, not an addition to it: you show it on your invoice (clause 10.3) and account for it yourself, and **teckel** adds nothing on top. (b) **From the date teckel becomes registered for VAT**, the rates in Schedule 1 no longer include VAT: if you are VAT-registered in the UK or the Isle of Man, you add VAT at the rate that applies to your invoice, and **teckel** pays it in addition to the Commission. **teckel** tells you that date by e-mail, and the change applies to every Statement issued on or after it. (c) Give us your VAT number before your first payment. If you are not VAT-registered, you keep the whole Commission and deal with any other tax yourself. (d) If you belong outside the UK and the Isle of Man, your Commission is the amount in Schedule 1, with no VAT added: **teckel** deals with any VAT due in the Isle of Man under the reverse charge, and any tax in your own country is your responsibility.

10.5 If you dispute a Statement you must tell us within 30 days of receiving it, with your reasons; otherwise it is accepted. **teckel**'s records of code entries and purchases are evidence of them, and **teckel** will give you reasonable supporting information about any Statement on request.

10.6 If you change the PayPal account your Commission is paid to, **teckel** will confirm the change with you through a separate channel (for example by telephone) before paying to the new account. **teckel** pays only to an account in your name.

10.7 **Who pays you.** Your Commission is paid from a PayPal account of **teckel** or, while Risk Logical Limited (an Isle of Man company, company number 107712C) handles payments for **teckel**, from a PayPal account of Risk Logical Limited; each Statement tells you which. A payment you receive from Risk Logical Limited is payment by **teckel** of the Commission it shows, and **teckel** remains responsible to you for paying all Commission due under this Agreement. Your Statement, and any invoice you issue under clause 10.3, are between you and **teckel**; the payment reference quotes the Statement number. If the account your Commission is paid from changes, **teckel** tells you by e-mail before the next payment.

10.8 **Set-off. teckel** may set off against any Commission due to you any sum you owe **teckel** under this Agreement: Commission reversed under clause 9.3, the sums clause 13.5 lets **teckel** keep back, and compensation under clause 14.5 that you have agreed or a court has decided. Each set-off is shown on the Statement with its reason, and you may dispute it under clause 10.5. You may not set off anything against a sum you owe **teckel**.

11. Data protection and confidentiality

11.1 Each party is an independent controller of the personal data it processes for its own purposes. You give **teckel** no personal data about Practices; a Practice gives its own details to **teckel** directly when it creates its Benedict.

11.2 **teckel** is the controller of the personal data in your Application (your name, e-mail address, telephone number and organisation) and of the postal address, VAT number and PayPal e-mail address you give **teckel** at Approval. It uses them to run the programme, contact you about it, issue your Statements and pay you, as set out in the GDPR & Privacy Policy. To pay you, **teckel** passes your name, the e-mail address of your PayPal account and the amount due to Risk Logical Limited, which handles payments for **teckel**; Risk Logical Limited uses them only on **teckel**'s instructions and only to make and record that payment, and **teckel** remains responsible to you for that use. PayPal processes the payment under its own privacy terms. Your Application is not a marketing opt-in; **teckel** will not add you to any marketing list without a separate, explicit consent.

11.3 You never see or touch a Referred Practice's records, account, credentials or documents. **teckel** gives you only the Statement information in clause 10: the names of your Referred Practices and the date and amount of each of their Eligible Purchases. You use that information only for this Agreement, keep it confidential, and comply with data-protection law in handling it (a Practice's name can be personal data). **teckel** tells Practices, in the GDPR & Privacy Policy and, where the code-entry route allows, at the point of entry, that entering a referral code means the code's owner is told the Practice's name and the date and amount of each of its purchases, so that **teckel** can pay the owner's Commission. Until a Practice has been told, **teckel** may identify it on your Statements by a reference instead of its name.

11.4 Each party keeps the other's confidential information confidential for the term of this Agreement and for three years after it ends, except where disclosure is required by law.

12. Intellectual property and brand

12.1 **teckel** owns, or is licensed to use, the **teckel** and Benedict names, marks, logos, the **teckel** App, the website and all materials it provides, and grants the licence in clause 12.2 on that basis. You acquire no rights in them other than the limited licence in this clause.

12.2 For the term of this Agreement **teckel** grants you a non-exclusive, non-transferable, revocable licence to use the approved materials in Schedule 2, unaltered, solely to introduce Practices to Benedict in accordance with this Agreement.

12.3 Any goodwill from your use of the marks belongs to **teckel**. You will not challenge **teckel**'s rights, or register or use any mark, domain or handle that is confusingly similar.

13. Term and termination

13.1 This Agreement starts on the Start Date (clause 15.7) and runs for twelve months. On each Renewal Date it renews automatically for a further twelve months, on the terms that apply on that date (including any change made under clause 15.2), unless it has ended earlier under this clause or one of us has told the other by e-mail, at least 30 days before that Renewal Date, that it will not renew. Either party may still end it at any time under clause 13.2.

13.2 Either party may end this Agreement at any time by giving the other written notice by e-mail. The notice period is 30 days, or any longer period the law requires.

13.3 **teckel** may terminate immediately by written notice if you breach clause 8 or 12, act fraudulently or dishonestly, or bring **teckel** or Benedict into disrepute.

13.4 **teckel** may also end the programme, and this Agreement with it, by at least 30 days' written notice to all affiliates. That is not a breach by you, and the next clause applies as for termination on notice.

13.5 On termination your Affiliate Code is deactivated and no new Practice can use it. Unless this Agreement ends for your breach or fraud, or under clause 13.6 or 13.7, Commission continues to accrue and be paid on your existing Referred

Practices for the remainder of their Schedule Periods, whether this Agreement ends by notice under clause 13.2, by either party's notice of non-renewal under clause 13.1, or because **teckel** ends the programme, and any carried-forward balance is paid with the next Statement. If it ends for your breach or fraud, Commission stops accruing on the date it ends; Commission already accrued is still paid, less any sums **teckel** reasonably needs to cover the loss the breach caused (clause 10.8). Every payment under this clause is subject to clause 8.13.

13.6 **If teckel stops trading.** The "Stop Date" is the first of these to happen: (a) **teckel** passes a resolution for voluntary winding up; (b) a court makes a winding-up order against **teckel**, or appoints a provisional liquidator of it; (c) a receiver, manager or similar officer is appointed over all or substantially all of **teckel**'s assets, or **teckel** enters any other insolvency, bankruptcy, rescue or restructuring procedure under the law of any country, other than a solvent reorganisation in which the business carries on; or (d) **teckel** stops carrying on its business entirely without transferring it to a successor under clause 15.3. A winding-up petition that is dismissed, or a procedure that ends with the business carrying on, is not a Stop Date. From the Stop Date the programme is suspended: your Affiliate Code attaches no new Practice, no Commission accrues, and the continuing Commission in clause 13.5 does not apply. Commission accrued up to the Stop Date remains owed to you as an ordinary unsecured debt of **teckel**, ranking with its other unsecured creditors; nothing in this Agreement gives you security or priority for it. Any amount you owe **teckel** under clause 9.3 or clause 13.5 is set against it, and only the balance is owed, either way. If within 60 days after the Stop Date the person then in charge of **teckel**'s affairs tells you in writing that **teckel** continues the programme, or transfers **teckel**'s business to a successor that takes over this Agreement under clause 15.3, the suspension ends on the date you are told and this Agreement continues (with the successor, where there is one): Commission accrues again from that date, but not for the period of suspension. Otherwise this Agreement ends at the end of those 60 days. If **teckel** ends the programme while it still carries on business, clause 13.4 applies instead and your continuing Commission is unaffected.

13.7 **If you stop trading.** If you stop carrying on business, go into liquidation, bankruptcy or any other insolvency process, or (if you are an individual) die, this Agreement ends on that date and your Affiliate Code is deactivated. Commission accrued up to that date is paid to you, or to your personal representatives, trustee or liquidator; no Commission accrues after it.

13.8 Clause 8 (for as long as Commission remains payable to you), clause 5.4, clauses 9 and 10 and Schedule 1 (for Commission that continues after termination), and clauses 11, 12, 13.5 to 13.8, 14 and 16 survive termination, subject to clauses 13.6 and 13.7.

14. Liability

14.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot lawfully be limited.

14.2 Subject to that, neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit, business, goodwill or data, or for any indirect or consequential loss. This clause does not affect your right to Commission properly due under clauses 9 and 10, or your obligation to compensate **teckel** under clause 14.5.

14.3 Subject to that, **teckel**'s total liability to you arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for all events in any period of twelve months is limited to the greater of (a) the total Commission paid or payable to you under this Agreement in the twelve months before the first of those events, and (b) £500. This clause does not limit **teckel**'s obligation to pay Commission properly due under clauses 9 and 10.

14.4 **teckel** is not liable to you for anything arising from a Practice's use of Benedict, the **teckel** App or the website, which is governed by the Terms & Conditions between **teckel** and that Practice.

14.5 You will compensate **teckel** for the loss it suffers because of your breach of clause 8 or 12: claims by third parties caused by your marketing; the reasonable costs of answering a regulator's or self-regulator's enquiry, complaint or ruling about your marketing, and of withdrawing or correcting it; **teckel**'s reasonable legal costs; and any fine or penalty imposed on **teckel** because of your marketing, to the extent the law allows **teckel** to recover it from you (the law may not allow that where **teckel** is itself found to be at fault). Clause 14.2 does not limit what you owe under this clause. This clause does not cover loss caused by **teckel**'s own instructions or materials, or by anything **teckel** itself did or failed to do. **teckel** does not ask or

authorise you to send electronic marketing to anyone who has not consented to receive it from you; if you or anyone acting for you does so, you do it on your own account and not for **teckel**. **teckel** will tell you promptly of any claim, enquiry or penalty it intends to recover for, let you make representations, and take reasonable steps to limit its loss.

15. General

15.1 This Agreement, your Application, Schedules 1 and 2 and the programme terms published at teckel.io/affiliates when each of your Practices was referred (**teckel** keeps a dated copy of every version of that page) are the entire agreement between us about the programme. If the public page and this Agreement conflict, this Agreement prevails.

15.2 **teckel** may update this Agreement for the future by giving at least 30 days' notice by e-mail that says what changes and the date it takes effect; until that date the existing terms apply. **teckel** makes changes only for a genuine business, legal or regulatory reason and applies them to all affiliates in the same position. If you do not accept a change you may give notice to terminate under clause 13.2 before it takes effect; the change then does not apply to you, and clause 13.5 applies to your Referred Practices as for any termination on notice. A change never reduces Commission already accrued, never alters the rates or the Schedule Period of a Practice already referred (clause 9.5), and never removes your right to continuing Commission under clause 13.5.

15.3 You may not assign or subcontract this Agreement. **teckel** may assign it to a successor of its business on notice.

15.4 Notices are given by e-mail: to **teckel** at affiliates@teckel.io, and to you at the address in your Application (or a later address you notify). A notice is received on the next Working Day after it is sent.

15.5 If any clause, or part of one, is unenforceable, it applies to the greatest extent the law allows and the rest of this Agreement stands. No delay in enforcing a right waives it. No third party has rights under this Agreement.

15.6 Neither party is liable for failure caused by events beyond its reasonable con-

trol, including failures of the internet, app stores or payment networks.

15.7 You accept this Agreement electronically after Approval. **teckel** signs it first and sends it to you with your Approval through the electronic signing service named on the Acceptance page; you accept it by signing it electronically there. Each of us agrees that this Agreement, and every notice and Statement under it, may be made, signed and delivered electronically, and neither of us will dispute its formation, validity or evidential weight only because it was made electronically or signed with an electronic signature. The person who signs for you confirms that they are authorised to bind you (clause 1.2). Nothing is agreed until you have signed, and the date you sign is the "Start Date"; the version you accept is the one whose fingerprint appears on the Acceptance page. Your code goes live when you have signed and given us the details in clause 4.2. No paper signature is needed. Each party's electronic records of these steps, including the signing service's completion record and audit trail, are evidence of this Agreement and of when, and by whom, it was signed.

16. Governing law and jurisdiction

16.1 This Agreement, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, its subject matter or its formation, is governed by Isle of Man law.

16.2 The courts of the Isle of Man have exclusive jurisdiction over any claim you bring against **teckel**, and over any question whether this Agreement or any part of it exists or is valid. You agree that those courts are a convenient forum and will not argue otherwise. **teckel** may bring a claim against you in the courts of the Isle of Man or in the courts of the country where you are based or have assets. Either of us may ask any court for an injunction or other urgent interim relief, for example to protect the **teckel** and Benedict names. Court documents may be served on either of us at its notice address under clause 15.4, in addition to any method the court allows. Nothing in this clause takes away a right you have under a law that applies to this Agreement whatever law the parties choose.

Schedule 1 — Commission

Commission is earned on Eligible Purchases by each Referred Practice, counted from that Practice's Referral Date:

Period after the Referral Date	Commission rate	Applies to
Year 1 (months 1–12)	10%	every Eligible Purchase in the period
Year 2 (months 13–24)	5%	every Eligible Purchase in the period
Year 3 (months 25–36)	2.5%	every Eligible Purchase in the period
After the Schedule Period (36 months from the Referral Date)	nil	—

■ Bonus Credit to the Referred Practice: **20%** of the tc bought in its first Eligible Purchase, credited by **teckel**, once per Practice, for a Practice whose Referral Date falls inside the code's Offer Window (clauses 4.4 and 6.3); it is never an Eligible Purchase and never reduces Commission.

■ Schedule Period: 36 months from the Referral Date.

■ Statement period: quarterly, calendar quarters. Payment: by PayPal within 30 days of the Statement (clause 10.2). Minimum payout: £50, smaller balances carried forward (a later change to the minimum never applies to a balance already carried forward).

■ Member-perk option: Commission nil; Bonus Credit to the Practice unchanged.

■ VAT (clause 10.4): **teckel** is not registered for VAT and adds no VAT to the rates. A VAT-registered Affiliate accounts for its own VAT out of the Commission, which is the whole amount paid; from the date **teckel** registers, a VAT-registered Affiliate adds VAT to its invoice and **teckel** pays it in addition. The Statement is not a VAT

invoice; a VAT-registered Affiliate invoices **teckel** for each Statement (clause 10.3).

■ These are the launch figures. The rates, the Schedule Period and the minimum payout may be changed for the future under clause 9, with at least 30 days' notice; Practices already referred keep the rates and Schedule Period of their Referral Date, and different rates may be agreed with an individual Affiliate in writing.

Schedule 2 — Brand and promotion rules

■ **Names.** Write "teckel" in lowercase, always. Write "Benedict" as a name. Describe Benedict as *a compliance documentation assistant*; the practice talks through its compliance and Benedict writes it down.

■ **What you may say.** Anything published at teckel.io, teckel.io/pricing or teckel.io/affiliates, quoted accurately. Costs are quoted exactly as **teckel** publishes them at teckel.io/pricing, with their date and basis; never round them down, invent figures, discounts or guarantees.

■ **Bonus Credit.** Mention the Bonus Credit only while your code's Offer Window is open, and give its closing date. After it closes, say only that the practice is introduced by you.

■ **What you may not say.** That Benedict automates compliance, fills in forms by itself, is approved or endorsed by any regulator, or removes the practice's responsibility. Never describe Benedict as the practice's compliance officer or as a substitute for professional judgement. No demos are offered; point people to the walkthrough at teckel.io/how-it-works.

■ **Approved materials.** The logo files, the one-page programme summary and the "referral code" wording supplied with your Approval. Do not alter them, recolour them or combine the **teckel** mark with your own.

■ **Channels.** Your own website, e-mails to contacts who have consented to hear from you, conversations, events and print. No paid search on **teckel**'s names, no unsolicited bulk e-mail, no marketplaces or coupon sites.

■ **Disclosure.** Say that you are a **teckel** affiliate wherever your audience could otherwise take your recommendation as independent.

Acceptance

The Affiliate accepted this version of the Agreement electronically on *[date]*, after **teckel**'s Approval by e-mail from affiliates@teckel.io on *[date]*, by signing it electronically through *[signing service]*. Document fingerprint (SHA-256): *[hash]*. Affiliate Code: *[CODE]*. Offer Window closes: *[date]*. Benefit chosen: *[commission / member perk]*.

The Affiliate's signature below is added by the signing service.

For Teckel Services Limited	**For the Affiliate**
Name:	Name: .....
Position:	Organisation: .....
Date:	Date: .....

Teckel Services Limited — Isle of Man — Company Number: 137849C — affiliates@teckel.io