



# Channel Partner Program

Indirect Sales & Commission Framework for Resellers and Referral Partners

***Empowering Human + AI Collaboration for the Realworld***

# Introduction to PopAI Solutions



At PopAI, we believe the future of AI isn't autonomous it's agentic. It's not man or machine, but human-in-the-loop AI that combines the speed and power of intelligent systems with the judgment, context, and instincts of people.

AI today is evolving rapidly, and buzzwords like LLMs, machine learning, deep learning, neural nets, and autonomous agents are everywhere. But history reminds us that technology adoption has always been human-centered and it is our thesis that this time won't be any different. Commercial airlines still have pilots, even though autopilot systems handle most of the flight. Social media platforms use AI to scan billions of posts; but rely on human moderators to make final judgment calls on context and nuance. Even in high-frequency trading - where milliseconds matter - humans design, monitor, and intervene in the systems when markets move unpredictably. These are not failures of AI, but examples of a hybrid model: AI scales, but humans safeguard.

In much of the global economy, the economics and the stakes simply don't support full automation. Why? Because AI can predict, but it cannot pivot. It can repeat, but it cannot reason. It can mimic, but it cannot discern nuance the way a human generalist can.

That's why we've built PopAI - a platform designed not to replace people, but to elevate them. Our AI solutions automate up to 90% of repetitive knowledge work in sales, customer support, operations, research while keeping humans embedded in the process to validate, edit, and override when needed. This hybrid model eliminates busywork, reduces response times, and improves output quality, while protecting enterprises from the real risks of unsupervised AI: hallucinations, compliance errors, data breaches, and irreversible PR fallout.

And we didn't stop there. To make agentic AI not only safer, but more cost-effective and ROI-positive, we've connected PopAI to a global, on-demand human network. Clients can plug in their own teams or leverage our vast human infrastructure to deliver real-time, human-reviewed automation a futureproof blend of AI acceleration and operational assurance.

ROI-first: every deployment is anchored in measurable unit economics. We scale businesses without service degradation. We enhance customer experience while reducing operating costs. And that's why global clients and global partners are lining up to work with us.

# A Partnership **Built** for the **Real AI Era**



To bring PopAI to more markets, we've created a channel partner program unlike any other. Whether you want to actively resell our solutions or simply refer great clients to us, we've built clear and transparent paths to partnership with commissions that match your level of engagement.

This document outlines the structure of our commission program across reseller and referral tiers, the payment flows, your responsibilities, and how to get started. But more than that, it's an invitation to join what we believe will be the defining enterprise AI movement of this decade: agentic AI, built for the real world.

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*"If you're ready to scale smarter, deliver transformational outcomes to clients, and earn from the front lines of intelligent automation welcome to PopAI."*

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# Partnership Models Overview

We offer two primary partner models Reseller Partnerships and Referral Partnerships each with its own sub-options and benefits



All partner types are valuable, and you can choose the engagement mode that suits your business.

In every case, commissions are paid out based on actual revenue received from the customer (on a “pay-as-received” basis).

We emphasize recurring subscription revenue – partners are rewarded for deals that bring long-term value.

Multi-year licenses or subscriptions will maximize your commission

(both because the total contract value is higher and because we offer the full commission rate on longer commitments).

## Reseller Partner

You take an active role in the sales process (and even the billing in one option) for PopAI solutions.

This category is further split into two types:

### *Transacting Reseller*

You purchase PopAI software/services and resell them to the end customer on your own invoice. You handle contracting and payment with the client, and in return you earn the highest margin (commission) on the deal.

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## Referral Partner

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# Reseller Partner Program

As a PopAI Reseller Partner, you actively sell PopAI solutions to end customers. This is ideal if you want to own the customer relationship, leverage your sales force, and possibly bundle PopAI's software with your own services for added value. We offer two engagement options under the Reseller program:

## OPTION 1

### Transacting Reseller (Partner-Led Billing)

In the Transacting Reseller model, you act as the seller of record for the PopAI solution. That means you will buy solutions from PopAI (at a discount) and then resell them to your customer under your own contract and invoice. You handle the entire sales cycle end-to-end – from lead generation and negotiations to contracting with the client, as well as billing and collecting payment from the customer.

- **Commission (Discount) Rate:** Up to 10% of the Total Contract Value (TCV). This essentially works as a discount/margin for you. For example, you keep 10% of the deal's value as your commission and pass through the remaining 90% to PopAI. This 10% is the maximum rate and is typically applied for deals that meet our standard pricing and terms (multi-year commitments, standard license fees, etc.). It's a recurring commission – you retain that 10% on all subscription renewals or usage fees as the customer continues to use PopAI. We want to incentivize deals that bring recurring revenue, so longer-term agreements will fully realize this commission potential.
- **Responsibilities:** As a transacting reseller, you are responsible for contracting directly with the customer. You will sign a sales or license agreement with the end client (likely incorporating PopAI's standard end-user license terms as an addendum or flow-through). You also manage the invoicing and cash collection from the client. Essentially, the customer is your customer – you are the middleman between PopAI and the end-user for commercial transactions. You have the freedom to bundle additional services on top of PopAI's base pricing at your discretion. This is great for value-added resellers or systems integrators: you can combine PopAI software with your own consulting, integration, or support services and charge the client accordingly. Any such added margins on top of our price are yours to keep (they do not affect what you owe us).
- **PopAI's Role & Support:** Even though you handle the commercial relationship, PopAI will still be closely involved to ensure the customer's success. The end-users will be using PopAI's software, and they will have access to PopAI for technical support, onboarding, and integration assistance. We provide Level 2/Level 3 technical support and handle any back-end issues with the software. You will offer front-line support to your client to triage but we will work directly with the customer on technical issues if needed. As a partner, you'll have direct access to our solution architects and support team to help you deliver for the client. We will also train you on the product so you can independently handle sales conversations and basic product questions.
- **Standard Terms:** We require that deals you close under this model adhere to PopAI's standard product terms, pricing, and service level agreements (SLAs). We will provide you with our standard contract templates and guidelines. You are not permitted to materially alter product licensing terms, SLA commitments, or other critical terms when reselling, without PopAI's prior consent. The rationale is that certain non-standard terms (for example, an unusually high uptime guarantee or a custom feature commitment) could introduce increased risk or cost for us. If a client is pushing for non-standard terms or deep discounts, you must involve PopAI for approval. PopAI may agree to adjustments on a case-by-case basis, but note that such changes could affect your commission. If we have to concede additional discounts or accept higher risk to close the deal, the effective deal value is lower, and thus the commission payable might be reduced proportionally (we would communicate any such adjustment in advance). Our goal is to ensure a win-win: we want you to close deals, but also ensure the deals make commercial sense for all parties.

# Reseller Partner Program

(continued)

## Funds Flow for Transacting Reseller

The table below illustrates the financial transaction flow in this model:

Transaction Step	Party Responsible & Flow
Customer Payment	Customer pays you (Reseller) 100% of the agreed contract price (for licenses, subscriptions, and any PopAI-related services). You set the final price to the customer.
Reseller Commission (Margin)	You retain 10% of the payment as your commission/margin. This is your earnings for the sale. If the contract involves recurring payments (e.g. annual subscriptions), you continue to retain 10% of each payment.
Remittance to PopAI	You forward the remaining 90% of the payment to PopAI. (PopAI will invoice you at the discounted rate reflecting a 10% discount off the customer price.) Timely remittance is expected as per our reseller agreement payment terms.
Service Delivery & Support	PopAI delivers the software licenses/services to the customer and provides support. (You facilitate the relationship and can provide additional services, but core product access and support are provided by PopAI to ensure customer success.)

This model offers you the highest commission potential because you are taking on more responsibility. In essence, you become an authorized reseller of PopAI. This is ideal if you want maximum account control and revenue share. Many partners like consultants, managed service providers, or value-added resellers choose this option to integrate PopAI into their own solutions.

### Note

Under this transacting reseller arrangement, PopAI will not assign an internal sales representative to the accounts you are closing. You are effectively acting as the salesforce for those deals. This means you're the only one earning an external sales commission on the deal. We only assign an account manager on our side for post-sale customer success and to help grow the account long-term, but our direct sales team steps back during the initial sale since you are handling it.

# Reseller Partner Program

(continued)

## OPTION 2

### Non-Transacting Reseller (Co-sell, PopAI-Direct Contract)

The second reseller option is a non-transacting model, sometimes thought of as a co-selling arrangement. In this model, you still actively drive the sale and close the deal, but the contract is ultimately between PopAI and the customer. You do not invoice the customer yourself; instead, PopAI will handle billing and collecting payment from the end client. Your role is to use your relationships and sales expertise to bring the customer on board and negotiate the terms, then PopAI signs the contract directly with that customer (with you as the referring partner on record).

- **Commission Rate:** Up to 5% of the Total Contract Value (TCV). This commission is paid by PopAI to you for your sales assistance, once the deal is closed and the customer pays. The 5% is also paid on a “pay-as-you-go” (as revenue comes in) basis – for example, if it’s a subscription, you receive 5% of each subscription payment the customer makes, for the duration of the initial contract term. The 5% is a maximum – as with the transacting model, this assumes standard pricing and terms. (If an unusual discount or concession was needed, we may adjust the percentage, but 5% is the standard commission for deals under this option.)
- **Role and Responsibilities:** As a non-transacting reseller partner, you lead the sales cycle through to closing. You identify the lead, nurture it, and effectively “quarterback” the deal negotiations with the customer. You’ll work with the customer on understanding their needs, proposing the appropriate PopAI solution, and negotiating pricing and terms (using PopAI’s standard proposals and contract templates). Essentially, you do almost everything a sales representative would do to close the deal. The key difference is that when it comes time to finalize paperwork, the contract will be between PopAI and the customer directly. PopAI will sign the agreement (and, of course, honour the commission to you). We remain in control of billing and cash collection from the client, which relieves you of that administrative burden and financial risk.
- **PopAI’s Role:** Since PopAI is contracting directly, we will also be more directly involved in certain parts of the process. We will provide the contract documents and will likely participate in final negotiations or approval of terms (especially any non-standard requests). However, we still expect you to be the primary interface with the customer’s procurement and decision-makers up to signing. Think of it as you being the sales agent/consultant facilitating the deal, while PopAI is the vendor who signs off. After contract signing, PopAI will handle invoicing the customer, collecting payment, and delivering the product and support just as we would with any direct client. We continue to involve you in communications as needed, and you’re certainly welcome to stay engaged in the customer relationship to ensure satisfaction and look for further opportunities (after all, it’s your lead and likely your relationship that started it).
- **When to Choose this Model:** This option is attractive if you want to maximize ease and minimize risk. You don’t have to front any money or handle payments; you simply earn a commission for bringing in a customer and closing the deal. It’s also useful if the customer prefers to contract directly with the product vendor (PopAI) for whatever reason (some clients, especially larger enterprises, insist on vendor-direct contracts). You still get rewarded for being the influencer and facilitator of the sale. In short, you’re paid 5% for your sales effort, and PopAI does the heavy lifting on delivery and billing.

# Reseller Partner Program

(continued)

## Funds Flow for Transacting Reseller

The financial flow in this scenario is as follows:

Transaction Step	Party Responsible & Flow
Customer Payment	Customer pays PopAI directly for the software/subscription (according to the terms PopAI signed with them). This could be via invoice, online payment, etc., handled by PopAI's billing.
Commission to Partner	Customer pays PopAI directly for the software/subscription (according to the terms PopAI signed with them). This could be via invoice, online payment, etc., handled by PopAI's billing.
Contractual Obligations	PopAI is responsible for delivering the product/service to the customer as per the contract and providing support. You do not have to invoice the client; instead, you should ensure PopAI has all the information to bill the customer correctly. You may act as a liaison to keep the relationship warm, but the formal billing relationship is between PopAI and client.

Because PopAI handles contracting and billing, our internal processes will recognize you as the "Partner of Record" for that deal. This guarantees your commission so long as the customer pays.

### Note

Note that since PopAI's own sales team did not originate or close this sale (you did), we will not pay an internal sales commission on it – the commission goes to you instead. Internally, we will allocate an account manager assigned after closing to help manage and grow the account, but our new business sales reps step aside because you brought the deal. If the customer was already in discussions with our sales team, we will be transparent about that upfront (see Deal Registration below); generally, to earn the commission, the deal must be one you introduced and drove primarily.

# Common Features for Both Reseller Options

Whether you choose the transacting reseller model or the non-transacting (co-sell) model, the following principles apply to both:



## Deal Registration

All reseller partners should register their leads/opportunities with PopAI (process detailed in a later section). Once a deal is registered and approved as yours, we grant you sales exclusivity for a period (e.g. 30 days) for that opportunity to close it without internal competition or interference. We collaborate rather than compete with our partners.



## Use of Standard Pricing & Terms

We will provide standard price lists, discount guidelines, and contract templates. Partners are expected to use these when presenting PopAI solutions. If customers request variations (custom terms, additional discounts, special service arrangements), you must discuss with PopAI for approval. We try to be flexible to win deals, but we also maintain consistency to protect the product's integrity and our ability to support it. Major deviations could result in an adjustment to the deal's commission structure (to account for reduced margins or higher support costs).



## Ongoing Account Management

After a deal is closed, PopAI will typically involve an account manager or customer success manager to ensure the client is happy and to look for expansion opportunities. We encourage resellers to remain involved in the account as well – you helped bring them in, so you're well positioned to help identify new needs or projects. If you (the partner) identify and drive a new sale or upsell with that same customer later, it will be treated as a new opportunity eligible for commission (10% if you transact it or 5% if you let PopAI contract, just like the initial deal). Essentially, you continue earning full commission on any additional deals you originate for that client. And even if PopAI independently upsells something to that client without your involvement (for example, perhaps our account manager manages to cross-sell a new module on their own), we will still provide you a referral royalty of 2.5% on that additional revenue. We recognize that without your initial introduction, we wouldn't have that customer, so we want to keep rewarding your partnership. NB: This 2.5% on subsequent PopAI-driven upsells is similar to our referral commission, detailed below.

# Common Features for Both Reseller Options

(continued)



## Partner Training

Both types of resellers will receive training on PopAI's products and services. You'll have access to our sales enablement materials, demos, and possibly certification programs (as we develop them). We want to empower you to represent PopAI effectively in the market. As part of joining the program, you'll need to complete some onboarding training to ensure you understand our solution's value proposition, basic usage, and support processes. This training is mandatory before you begin selling, to maintain a high quality of representation in the field.



## No Misrepresentation

While you are a trusted partner, please note you are not an agent or employee of PopAI. You should not present yourself as "from PopAI" or sign documents on behalf of PopAI. In the transacting model, you are the supplier to the customer (so you represent yourself/your company as such, with PopAI as your software provider in the background). In the non-transacting model, you can be introduced as an "authorized PopAI partner" or similar, but the customer will know PopAI is the vendor contracting with them, and you are a facilitating partner. In all cases, you must not make promises or statements about the PopAI product or company that are not backed by our official documentation or approvals. For example, do not promise features that don't exist yet or commit PopAI to any services or liabilities outside of our standard scope. Misrepresentations can harm the customer relationship and your standing in the program. Always stick to the training and resources we provide, and when in doubt, check with us.

## Common Features for Both Reseller Options



### Deal Registration

30-day sales exclusivity on registered opportunities



### Standard Pricing

Access to price lists and contract templates



### Partner Training

Comprehensive onboarding and certification



### Ongoing Support

Dedicated account management and technical support

# Referral Partner Program

The **Referral Partner Program** is a lighter-weight, low-barrier way to partner with PopAI. As a referral partner, your role is primarily to introduce potential customers to PopAI and let our internal sales team do the heavy lifting to close the deal. This is great for individuals or companies who have a network of contacts that could benefit from PopAI's solutions but may not have the bandwidth or desire to engage in a full sales cycle.

## Here's how the referral partnership works:

- **Referral Process:** You identify an organization or client that has a clear interest or need for PopAI (perhaps you've heard they are looking for AI workflow automation, or they've expressed pain points that PopAI can solve). You then introduce that lead to PopAI – typically by contacting our team (via the partnerships email or a referral form) with the lead details, or by arranging a meeting between the prospect and our sales representative. From that point, PopAI's sales team will take over the opportunity. We will qualify the lead, provide demos, negotiate, and (hopefully) close the deal. You may be asked to stay involved in an introductory call or to provide context given your relationship, but your involvement is minimal compared to the reseller models.
- **Commission Rate:** 2.5% of the deal's Total Contract Value for any referred deal that closes (and 2.5% of any subsequent revenue from that customer, as described below). This is our standard referral fee. Unlike many programs that pay a one-time finder's fee, PopAI's referral commission is designed to reward ongoing success: you will receive 2.5% of all initial and future revenues from the customer you referred, for 3 years from the date of becoming a registered referring partner. That means if the customer expands their usage or renews their subscription, you continue to get 2.5% of those transactions without needing to do anything further.
- **Why 2.5%?** This rate is a fair commission to reward your effort and responsibility for making a referral. In a referral scenario, PopAI's own sales executives will invest their time to close the deal, and we will also pay them an internal commission as part of their compensation. The referral partner's commission is essentially a thank-you for opening the door and giving us a credible lead. We value these introductions highly (sometimes a warm introduction can unlock a deal we wouldn't have found on our own), and we want to reward you, but we must also account for the fact that our team is doing a significant portion of the work to close the sale and service the account.
- **When to Use Referral Model:** If you come across an opportunity but do not wish to engage in the full sales process, or it's outside your core focus, referring it to PopAI is the way to go. Perhaps you're a consultant who spots a need but you're busy on other projects, or maybe you're an individual who knows a decision-maker at a company and can make an introduction – simply pass the lead to us and earn passive income if it turns into a sale. There's no need for you to draft proposals or negotiate terms. We keep you updated on progress and let you know if/when the deal closes. It's a low-effort but rewarding scenario. Remember, you'll continue to get 2.5% on that account's future purchases as well over the next 3 years.
- **Engagement and Credit:** Just like resellers, referral partners should register the lead with us (so we know the prospect came through you). We will verify that the lead is not already in our pipeline or already introduced by someone else. Once approved, we typically grant the referral partner 30 days of lead ownership/exclusivity. In practice, for referrals, this means we will engage the customer within that window. If the sales cycle extends beyond 30 days (which may happen), don't worry – that exclusivity period is mainly to ensure the introduction is fresh. As long as we acknowledge you as the referrer at the start and you help keep the referral lead moving along and warm, you remain attached to that opportunity through closing. The only reason a referral might be denied or not credited would be if the lead was pre-existing in our system or already engaged by PopAI. We will always be transparent if that's the case. Our goal is to avoid any channel conflict and ensure you feel secure that the leads you bring will be attributed to you.

# Referral Partner Program

(continued)

## Funds Flow for Referral Deals



### Low Barrier, High Reward

A lighter-weight way to partner with PopAI. Simply introduce potential customers and let our internal sales team close the deal.

**2.5%**

Commission Rate on Total Contract Value

**3 Years**

Ongoing revenue share period

**30 Days**

Lead ownership exclusivity

Transaction Step	Party Responsible & Flow
Customer Payment	Customer signs with PopAI and pays PopAI directly (just as a regular direct customer).
Referral Commission	<p><b>Referral Commission</b>                      PopAI pays you (Referral Partner) 2.5% of the revenue received from that customer. The initial sale and any subsequent sales to that customer are included. We typically issue referral commission payments on a periodic cycle (e.g. quarterly) after verifying customer payments.</p>

As with all commissions, the referral fee is paid out only after PopAI has received the customer's payment. If a referred deal involves recurring subscription payments, you'll get 2.5% of each payment. We reserve the right to cap or adjust if, say, an unusually discounted multi-year deal is closed (though in most cases 2.5% of the actual paid amount is straightforward).



**"A warm introduction can unlock opportunities we'd never find on our own."**

Referral partners play a crucial role in expanding PopAI's reach — and we believe in rewarding that contribution fairly and transparently.

# Lead Registration And Sales Process

## 1 Submit a Lead

When you identify a sales opportunity (whether you plan to pursue it as a reseller or just refer it), you should inform PopAI as early as possible. You can do this by emailing our partnerships team at [partnerships@popai.agency](mailto:partnerships@popai.agency) with the prospect's details, or through our partner portal (if you have been granted access). Include key information: the customer organization name, contact person, your relationship with them, opportunity scope (what product or use case they're interested in), and any timeline or budget info you know. For referrals, a simple introduction email to PopAI and the prospect also works – just CC us and we'll take it from there.

## 2 Qualification & Approval

Our Chief Commercial Officer (CCO) or a designated partnerships manager will review the lead. We will check it against our CRM to see if it's an "active lead" already being pursued by our internal team or if another partner has registered it.

- If the lead is already in our system and actively engaged, we will be transparent and likely not approve it for you, simply because we don't want overlap or conflict. In some cases, if we had a very basic engagement but you have a much stronger connection, we might discuss case-by-case approving the lead, but generally we avoid duplication.
- If the lead is new or not actively pursued, we will approve your registration in good faith. You'll get an acknowledgment (via email or through the portal) that the opportunity is yours. From that point on, we consider it your deal to drive (for reseller models) or your referred lead (for referral model). We log you as the "partner of record" for that account/opportunity.

## 3 Exclusivity Period

Upon approval, we typically grant a 30-day exclusivity window for you to progress the lead without interference. This means we will not allow another partner to log that lead or a direct sales rep to open communication for that same opportunity during that time. For reseller partners, this gives you a head start to get in contact, arrange a meeting or demo, and move toward closing. For referral partners, this is usually the period where we schedule initial calls/demos after your introduction. If after 30 days the opportunity has not progressed or the customer has gone dark, we may touch base with you to decide next steps. Often, if the deal is active and just taking longer (which may be common for enterprise sales), we simply extend your ownership and continue. The goal of the 30-day check-in is mainly to ensure leads don't languish indefinitely. As long as you are actively working the opportunity, you remain the sole partner on it.

## 4 Sales Collaboration

During the sales process, PopAI is here to support you. Especially for reseller partners, we will provide pre-sales resources upon request: product presentations, detailed demos, technical Q&A via our solution architects, etc. You can think of our team as your extended team.

# Lead Registration And Sales Process

(continued)

You can bring in a PopAI product expert on a call with the client to help answer tough questions or to give a live demonstration of the platform's capabilities. We want you to feel fully equipped to close the deal. For referral partners, our sales team might ask if you can join the initial call just to warmly endorse PopAI or outline why you thought it could be a good fit for the customer – that kind of personal touch can go a long way since you have the relationship. After that, you can step out and we'll handle the rest.

## 5 Negotiation & Approval

As the deal moves toward closing, keep PopAI in the loop on any negotiation points. If you're a reseller partner negotiating the terms, use our provided standard Master Software License Agreement, Service Level Agreement (SLA), and order form. These will have predefined parameters you can negotiate (like pricing within an approved discount range, standard support terms, etc.). If a customer requests something outside those bounds (e.g., a custom indemnity clause or an unusually low price), do not agree on the spot – let us know, and we'll decide how to proceed. We might need to approve the concession or might suggest an alternative. We will always try to find a solution to help you win the deal, but we must also protect our business interests. Any material changes to contracts must be approved in writing by PopAI (likely by our CCO or legal team). This protects both you and us.

## 6 Closing the Deal

Once terms are finalized, the contract is signed.

- **For a Transacting Reseller deal:** you will sign the agreement with the customer (this is two-part process: (i) firstly you will have a reseller agreement between PopAI and yourself (ii) plus you sign a separate agreement with the end customer that includes necessary EULA terms for PopAI software). The end result is the customer is legally bound to you, and you are bound to PopAI for the portions related to our software. After signing, you invoice the customer, collect payment, then pay PopAI its share. We then provision the software/service to the customer.
- **For a Non-Transacting Reseller deal:** PopAI will sign the agreement directly with the customer (usually including a reference that you are the partner who introduced the deal). After signing, PopAI will invoice the customer according to the agreed billing schedule. We will also record in our system that 5% commission is owed to you on this contract.
- **For a Referral deal:** PopAI signs with the customer (likely you're not involved at signing unless the customer wants to let you review, which is not usually needed). We then handle all billing. We record that 2.5% commission is due to you as the referrer.

## 7 Post-Sale and Commission Payout

After the deal is closed, the work isn't over – the customer will go through onboarding and implementation. PopAI will take the lead on that delivery. As a partner, you might check in with the customer periodically (especially if you have other business with them) just to maintain the relationship.

# Lead Registration And Sales Process

(continued)

## Now, regarding your commission:

- In the transacting model, your commission was effectively instant since you retained your portion from the customer payment. Just ensure you promptly remit PopAI's portion as agreed.
- In the non-transacting and referral models, PopAI will pay out your commissions after we receive payment from the customer. Typically, PopAI will aggregate commissions and pay partners on a quarterly cycle. We will provide you with a statement of the deals/payments your commission covers.
- Remember, if the customer doesn't pay PopAI for some reason (late payment or default), the commission on that portion is delayed or not payable until we do get paid. This is simply aligning incentives and cash flow – we only pay on actual revenue received.

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## Account Management & Next Opportunities

The cycle continues with managing the account. PopAI (and you, if you choose) will ensure the customer is happy. If the customer has new needs, we loop you in if you originated the account. As noted earlier, any expansion sales you drive will net you additional commissions at the standard rates. If PopAI upsells independently, you'll still get the referral 2.5% for those incremental sales. It's truly a partnership approach to grow the account.

Throughout this process, communication is key. The PopAI partnerships team is your point of contact for any issues or clarifications. We're here to support and enable you. We want our partners to succeed because that means PopAI succeeds.



### Communication is Key

PopAI supports partners at every step of the sales process. We're here to answer questions, provide resources, and ensure mutual success.

# Commission Payment Terms and Conditions

## Pay-as-Received Commission

PopAI pays commissions only on actual revenue received from customers. We do not pay commission in advance of us collecting the customer's payment. This ensures that we are aligned in focusing on authentic deals that actually close and clients that actually pay. In practical terms, if a customer is on a monthly subscription, you earn commission each month when the payment comes in; if a customer is invoiced annually, you earn commission annually after each annual payment is received; if there's a one-time professional service fee, you earn commission when that fee is paid, etc.

## No Commission on Taxes or Refunds

Commissions are calculated on the net sales amount of PopAI products/services. Any sales taxes, VAT, or other government levies that might be part of the customer's invoice are excluded from commission calculations. Similarly, if a customer is later given a refund or credit for any reason, the commission for that portion would be debited back or adjusted (e.g., if a customer pays for a year but cancels and we refund half, the commission on the refunded portion would be reclaimed or offset against future payouts). We will always provide transparent accounting of such situation.

## Commission Caps

The commission percentages outlined are maximum caps under normal deal conditions (10% for transacting resellers, 5% for non-transacting, 2.5% for referrals). In most cases, we will pay the full percentage. However, PopAI reserves the right to adjust the percentage for a particular deal if the deal has unusually low margin or non-standard conditions. For example, if a partner negotiates a very steep discount to win a customer (with PopAI's approval), and as a result PopAI's profit on the deal is minimal, we might offer a slightly lower commission percentage to the partner simply because there's less to share. We will discuss this with you in advance during deal negotiation if such a scenario arises. Our intention is not to change terms arbitrarily but to maintain a sustainable program for both sides.

## Recurring Revenue & Renewals

For subscription licenses or term-based contracts, commissions will typically continue for 3 years including on renewals and subscription extensions, provided you remain an active partner in good standing with us. If you brought in a customer, you should benefit from them staying with us. In reseller models, this means you keep getting your margin on each renewal as long as you are still the selling partner on record. In referral models, we continue to pay the 2.5% on renewals. One caveat: if your partnership with PopAI is terminated or inactive at the time of renewal, you may not be liable for renewal commissions depending on why the partnership has been terminated. These details will be in the contract, but we want to be fair to partners who enable long-term revenue for PopAI.

# Commission Payment Terms and Conditions

(continued)



## Payment Schedule

By default, PopAI will calculate and disburse earned commissions on a quarterly basis. We will accumulate commissions due to you and pay them at the end of each quarter net 30 days, i.e., by the end of the month following the quarter. If you prefer and volumes are high, we can arrange monthly payments. For transacting resellers, since you self-discount, this is not applicable (your “payment” is instant via discount).



## Payment Method

Commissions can be paid via bank transfer or other agreed methods. The currency will typically be the same currency in which the customer paid us (or as agreed in your partner agreement). We'll sort out operational details during onboarding.



## Reporting and Audits

We will provide reports of the sales tied to your partnership and how the commission was calculated. We expect transparency on both sides. PopAI may require that transacting resellers furnish evidence of end-customer sales if needed for audit (to ensure the proper amount was remitted). Likewise, you can request clarification on any commission statements you receive. Trust is key, and we want both parties to feel comfortable with the numbers.



## Changes to Program

PopAI may update commission rates or other program terms from time to time (for example, as our business scales or if we introduce new products with different margins). Any such changes will be communicated in advance and will not affect deals already registered or in progress. We typically would update terms for new deals going forward, with adequate notice. The goal is to keep the program competitive and rewarding, while also aligning with PopAI's business realities.



## Referral of Existing Customers

One scenario to note – if you accidentally refer us to a company that is already an existing PopAI customer or already far along in talks with us, we generally cannot pay commission for that. We encourage you to check with us if you're unsure. We don't want any confusion or disappointment, so we emphasize lead registration and confirmation before you proceed. If a conflict arises, we'll handle it delicately and fairly (maybe the partner and an internal rep could split commission if both truly added value for a double-bubble, but we prefer to avoid such overlaps entirely).

***"Aligned incentives for authentic, sustainable growth."***

Our commission structure is designed to reward real results and foster long-term partnership success.

# Partner **Responsibilities** and Code of Conduct

When you become a PopAI partner (reseller or referral), you'll sign a Partner Agreement that formalizes these commission terms and also includes certain responsibilities you agree to. Here are some key expectations we have for all channel partners:

## **Training & Certification**

You are expected to complete the necessary training modules that PopAI provides. This ensures you understand our product's capabilities, how to demo it, and the basics of implementation and support. For reseller partners, this training is a must before you go out to sell. We may offer different tiers of certification (e.g., Sales Certified, Technical Certified) as our program grows – obtaining these not only boosts your credibility but may also be tied to future benefits.

## **Use of Branding and Marketing Materials**

You will have access to PopAI's official marketing collateral, logos, product brochures, case studies, etc. You are encouraged to use these in your sales efforts. However, any public-facing use of the PopAI brand (e.g., on your website as a partner) should conform to our branding guidelines (which we will provide). Essentially, you can advertise that you are a "PopAI Partner" but you can't, for instance, create your own PopAI product datasheet without our approval or misbrand the product. We appreciate promotion, just coordinate with us for any co-branded activities.

## **No False Promises**

As mentioned earlier, do not promise features, functionalities, or outcomes that PopAI has not officially communicated. Stick to what the product actually does and the roadmap we have shared. If a client asks for something we don't yet do, be honest but also let us know – it could be a great feedback point for our product team. Just never say "Yes it can do that" when it currently cannot. Integrity is key to a lasting customer relationship (and partnership).

## **Independent Contractor Status**

As a partner, you are an independent entity. You are not authorized to sign contracts or agree to terms on behalf of PopAI (except in the specific scenario of Option1 resellers signing their own customer contracts, which is on your behalf). You also cannot obligate PopAI to any third-party agreements. The partner agreement will clarify that our relationship is non-exclusive and independent. You are not a legal agent of PopAI. This protects both of us – for example, if a customer sues, they can't claim you acted as our employee or vice versa. Always make it clear to prospects that you are a "PopAI Referral Partner" or "PopAI Reseller Partner", not an employee.

# Partner Responsibilities and Code of Conduct

(continued)

## Ethical Conduct

We expect our partners to adhere to high ethical standards in business. This includes compliance with all applicable laws and regulations (e.g., anti-bribery laws, export controls if relevant, data privacy laws when handling, etc.). Do not engage in any unethical practices on PopAI's behalf, such as offering kickbacks to client personnel, misrepresenting pricing, or disparaging competitors with false information. Compete fairly and ethically. If we find a partner engaging in unethical or illegal conduct, we reserve the right to terminate the partnership immediately.

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## Confidentiality

In the course of our partnership, you'll receive confidential information about our product, pricing, and roadmap. You must keep this information confidential and use it only for the purpose of selling PopAI. Similarly, if you share any confidential info with us (maybe about your clients or strategies), we will keep that confidential. Mutual trust is fundamental.

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## Performance Expectations

We do not set hard sales targets in the initial stage of the program, however we do hope that partners will actively work to generate leads and sales. If a reseller partner goes long periods without any activity or deal registrations, we might reach out to understand if you're still committed to the program. Down the line, we may introduce tiering (e.g., Gold, Silver partner levels) with certain benefits for higher performance. For now, the best way to stay in good standing is to engage actively, communicate with us regularly, and of course, close deals.

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## Collaboration and Feedback

We view our early partners as collaborators in building this program. Your feedback on what's working or not is incredibly valuable. If you have suggestions on commission structure, support needed, or market feedback from customers, please share with our partnership team. We're committed to iterating and improving the program to make it more rewarding and easier for you to do business with us.



***"Integrity and trust are the foundation of every great partnership."***

We hold ourselves and our partners to the highest standards of professionalism and ethical conduct.

# How to Enroll in the PopAI Partner Program



## STEP 1

### Contact Us

Reach out to our team to express your interest. The best way is to email [partnerships@popai.agency](mailto:partnerships@popai.agency) with a brief introduction of you/your company, your market focus, and which partnership model you're interested in (Reseller or Referral). You can also fill out the interest form on our website's "Partners" section, and we'll get in touch promptly.



## STEP 2

### Initial Discussion

Our partnerships manager or CCO will schedule a call with you. In this call, we'd like to learn more about your business, your client base, and how PopAI might fit. This is also your chance to ask any questions about the program details. We'll advise on the model that suits you best if you're unsure. (Some partners might start as referral to test the waters and later move into reselling – we're open to that journey.)



## STEP 3

### Agreement & Onboarding

If it's a mutual fit, we will send you the formal Partner Program Agreement. This document will outline the legal terms of our collaboration, including the commission structure (as described in this framework), confidentiality, IP protection, etc. Once both parties sign the agreement, you are officially a PopAI Partner! We will then proceed with onboarding: we'll provide you access to our partner portal or resource centre where you can find training materials, product documentation, demo scripts, and marketing assets. We may set up a training session (virtual webinar or in-person workshop, depending on what's feasible) to get you up to speed on selling PopAI.



## STEP 4

### Welcome Kit

New partners will receive a "welcome kit" that typically includes:

- ✔ **Product Overview and Demo Guide** – key information about PopAI solutions, value proposition, and a guide on how to demo the product to prospects.
- ✔ **Price Book & Deal Registration Instructions** – the current pricing model, discount guidelines, and instructions on how to register deals in our system.
- ✔ **Marketing Collateral** – brochures, case studies, slide decks, etc., that you can use with customers.
- ✔ **Key Contact Information** – your points of contact on the PopAI side (both technical and commercial) for any help you need.
- ✔ **Partner Program Guide** (which is essentially this document, for your reference)

# How to Enroll in the PopAI Partner Program

(continued)



## STEP 5

### Training and Certification

Within the first few weeks of partnership, we'll ask you to complete the training program. This might include watching some training videos, reading knowledge base articles, and possibly taking a short quiz or doing a mock demo to one of our team members to ensure you're comfortable with the pitch. Our goal is to set you up for success from day one. Once you complete training, we might designate you as a "Certified PopAI Partner" and you can even showcase that badge.



## STEP 6

### Start Selling & Referring

With the agreement in place and training done, you're now empowered to bring us opportunities! Use your network and client engagements to spot opportunities where PopAI can solve problems. Register those deals with us, and we'll work hand-in-hand with you to close them and generate mutual revenue. Remember, our team is here whenever you need help on a specific prospect – don't hesitate to reach out for support or resources.



## STEP 7

### Ongoing Support

Once in the program, you'll receive periodic updates from PopAI: new feature releases (so you can update customers), promotional campaigns or incentives (we might run occasional partner incentives, such as a bonus commission for deals in a certain quarter or spiffs for reaching a certain sales volume), and invitations to events or webinars. We consider you an extension of our sales team, so you will be kept in the loop on important developments. We will also have regular check-in calls with active partners to discuss pipeline, remove roadblocks, and share success stories or tips.

Ongoing Support: PopAI provides ongoing updates, training, and partner incentives. We're invested in your success and committed to building long-term, mutually beneficial relationships.



## Join us in our mission

PopAI is excited to build a thriving partner network. By joining our program, you become part of the PopAI family. We are committed to treating our partners with fairness, transparency, and support, and we look forward to celebrating many shared wins. If you're as excited as we are about the potential of AI to transform businesses, let's work together to bring these solutions to more customers around the world, and profit together in the process.

✉ [partnerships@popai.agency](mailto:partnerships@popai.agency)

🌐 [www.popaitechnologies.com](http://www.popaitechnologies.com)

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## Let's co-create the future of global work.

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