

FILE BY FIFO — RESELLER AGREEMENT

Between:

FIFO Solutions (Pty) Ltd (Registration No: 2026/071559/07) (“the Company” or “FIFO Solutions”)

And:

_____ (ID No: _____) (“the Reseller”)

Effective Date: _____

1. DEFINITIONS

1.1 **“File”** or **“File by FIFO”** means the File by FIFO HR Management System, a cloud-based software application for human resources and disciplinary management. File is a product of FIFO Solutions (Pty) Ltd.

1.2 **“Client”** means any business or organization that subscribes to File through the Reseller’s introduction.

1.3 **“Commission”** means the payment due to the Reseller as specified in Section 4.

1.4 **“Territory”** means the Republic of South Africa.

1.5 **“FIFO Solutions”** means FIFO Solutions (Pty) Ltd, the parent company that owns and operates File by FIFO.

2. APPOINTMENT AND SCOPE

2.1 FIFO Solutions hereby appoints the Reseller as a **non-exclusive** authorized reseller of **File by FIFO only** within the Territory.

2.2 The Reseller accepts this appointment and agrees to promote and sell subscriptions to File in accordance with the terms of this Agreement.

2.3 **Scope Limitation:** This appointment is limited to File by FIFO. The Reseller is not authorized to represent, sell, or make commitments on behalf of FIFO Solutions (Pty) Ltd for any other products, services, or business activities that FIFO Solutions may operate now or in the future.

2.4 This appointment is non-exclusive. FIFO Solutions reserves the right to: - Sell File directly to clients - Appoint other resellers for File - Engage other sales channels

2.5 The Reseller may engage in other business activities, including promoting competing products, provided this does not breach any confidentiality obligations herein.

3. RESELLER RESPONSIBILITIES

The Reseller agrees to:

- 3.1 Actively promote File by FIFO to potential clients within the Territory.
- 3.2 Introduce potential clients to FIFO Solutions for onboarding and contracting.
- 3.3 Represent File accurately and professionally, not making any claims, warranties, or representations beyond those authorized by FIFO Solutions.
- 3.4 Not bind FIFO Solutions to any contract, obligation, or commitment without prior written approval.
- 3.5 Provide FIFO Solutions with reasonable information about potential clients to facilitate the sales process.
- 3.6 Comply with all applicable laws and regulations, including the Protection of Personal Information Act (POPIA).

Representation and Branding

- 3.7 The Reseller shall represent themselves as an **“Authorized File Reseller”** or **“File by FIFO Sales Partner”** only. The Reseller shall NOT: - Represent themselves as an employee, director, or agent of FIFO Solutions (Pty) Ltd - Use the FIFO Solutions company name in their business name or trading style - Imply any association with other FIFO Solutions products or business activities - Create the impression of a partnership, joint venture, or franchise relationship
 - 3.8 When promoting File, the Reseller shall clearly identify themselves as an independent reseller, not as FIFO Solutions staff.
 - 3.9 The Reseller may use the phrase “File by FIFO” and approved File marketing materials, but may not create materials that suggest they are FIFO Solutions itself.
-

4. COMMISSION STRUCTURE

- 4.1 **Commission Rate:** The Reseller shall earn a commission of **Fifty Percent (50%)** of net subscription fees paid by Clients introduced by the Reseller. “Net” means after payment processing fees (approximately 2-3%).
- 4.2 **Qualifying Fees:** Commission applies to: - Annual subscription fees - Monthly subscription fees - Setup fees (if applicable)
- 4.3 **Payment Schedule:** Commission shall be paid monthly, within **seven (7) days** after FIFO receives payment from the Client.
- 4.4 **Payment Method:** Commission shall be paid via electronic funds transfer to the Reseller’s designated bank account.
- 4.5 **Commission Duration:** The Reseller shall continue to earn commission on a Client for as long as: - The Client remains an active subscriber; AND - This Agreement remains in effect
- 4.6 **Commission Statements:** FIFO Solutions shall provide monthly statements showing: - Active clients introduced by the Reseller - Payments received from those clients - Commission due and paid

5. FIFO SOLUTIONS RESPONSIBILITIES

FIFO Solutions agrees to:

- 5.1 Provide and maintain the File platform in good working order.
 - 5.2 Handle all client onboarding, training, and technical support.
 - 5.3 Invoice clients directly and collect all payments.
 - 5.4 Pay commission to the Reseller in accordance with Section 4.
 - 5.5 Provide the Reseller with reasonable sales and marketing materials.
 - 5.6 Notify the Reseller of any significant changes to pricing or the product.
-

6. CLIENT RELATIONSHIP

- 6.1 All client contracts shall be directly between FIFO and the Client.
 - 6.2 FIFO Solutions shall own and maintain the client relationship after introduction.
 - 6.3 The Reseller may maintain relationship contact with clients for purposes of: - Ensuring satisfaction - Identifying upsell opportunities - Addressing concerns (which shall be referred to FIFO Solutions)
 - 6.4 Client data and information shall remain confidential and the property of the Client and FIFO Solutions.
-

7. PRICING

- 7.1 FIFO Solutions shall set all pricing for File subscriptions.
- 7.2 Current pricing tiers (subject to change with notice):

Employees	Annual Fee	Setup Fee
0-20	R5,000	R1,000
21-50	R8,000	R1,500
51-100	R12,000	R2,500
101-300	R15,000	R2,500
301-500	R20,000	R2,500
500+	R25,000	R2,500

- 7.3 FIFO Solutions may adjust pricing with **thirty (30) days** written notice to the Reseller.
 - 7.4 The Reseller shall not offer discounts or modified pricing without FIFO Solutions' written approval.
-

8. CONFIDENTIALITY

8.1 Each party agrees to keep confidential all non-public information received from the other party.

8.2 Confidential information includes but is not limited to: - Client information - Pricing and commission arrangements - Technical information about File - Business strategies and plans

8.3 This obligation shall survive termination of this Agreement for a period of **two (2) years**.

9. INTELLECTUAL PROPERTY

9.1 FIFO Solutions retains all intellectual property rights in File, including but not limited to: - Software code - Trademarks and branding - Documentation and materials

9.2 The Reseller is granted a limited, non-exclusive license to use File by FIFO trademarks and marketing materials solely for promoting File under this Agreement.

9.3 This license terminates immediately upon termination of this Agreement.

10. TERM AND TERMINATION

10.1 **Initial Term:** This Agreement shall commence on the Effective Date and continue for a period of **twelve (12) months**.

10.2 **Renewal:** This Agreement shall automatically renew for successive twelve (12) month periods unless terminated by either party.

10.3 **Termination by Notice:** Either party may terminate this Agreement by providing **thirty (30) days** written notice to the other party.

10.4 **Termination for Cause:** Either party may terminate immediately if the other party: - Materially breaches this Agreement and fails to cure within fourteen (14) days of notice - Becomes insolvent or enters liquidation - Engages in conduct that damages the other party's reputation

10.5 **Effect of Termination:** - The Reseller's right to promote File shall cease immediately - Commission on existing clients shall continue to be paid for **three (3) months** after termination, provided clients remain active - All confidential information shall be returned or destroyed - Outstanding commissions shall be paid within thirty (30) days

11. LIMITATION OF LIABILITY

11.1 Neither party shall be liable for indirect, incidental, or consequential damages.

11.2 FIFO Solutions' total liability under this Agreement shall not exceed the total commission paid to the Reseller in the twelve (12) months preceding the claim.

12. INDEPENDENT CONTRACTOR

12.1 The Reseller is an independent contractor and not an employee, partner, or agent of FIFO Solutions.

12.2 The Reseller is responsible for their own taxes, including income tax and VAT if applicable.

12.3 Nothing in this Agreement creates an employment relationship or entitles the Reseller to employee benefits.

13. DISPUTE RESOLUTION

13.1 The parties shall attempt to resolve any disputes through good faith negotiation.

13.2 If negotiation fails, disputes shall be submitted to mediation before any legal proceedings.

13.3 This Agreement shall be governed by the laws of the Republic of South Africa.

13.4 The parties submit to the jurisdiction of the courts of the Republic of South Africa.

14. GENERAL PROVISIONS

14.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter.

14.2 **Amendment:** This Agreement may only be amended in writing signed by both parties.

14.3 **Assignment:** Neither party may assign this Agreement without the other's written consent.

14.4 **Notices:** All notices shall be in writing and delivered via email to the addresses below.

14.5 **Severability:** If any provision is found unenforceable, the remaining provisions shall continue in effect.

15. SIGNATURES

FOR FIFO SOLUTIONS (PTY) LTD:

Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

FOR THE RESELLER:

Name: _____

ID Number: _____

Signature: _____

Date: _____

Email: _____

Bank Account Details (for commission payments): - Bank: _____

- Account Name: _____ - Account Number: _____

- Branch Code: _____

This Agreement is executed in two counterparts, each of which shall be deemed an original.