



## RISCO Cloud and Connectivity Services

### Terms and Conditions for Receiving Revenue Share

Last Modified: 3 February 2025

#### **IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING TO PARTICIPATE IN THE RISCO REVENUE SHARE PLAN.**

These RISCO Cloud and Connectivity Service Terms and Conditions for Receiving Revenue Share (these “Terms”), are an agreement between you and RISCO (“RISCO”, “us,” “we,” or “our”), which apply to your participation in our Revenue Share Plan and explain your entitlement for a Revenue Share, all subject to and in accordance with the terms and conditions hereof. The term “you” and “your” as used in these Terms, means the installer which has signed up to the RISCO Cloud and chose to participate in the RISCO Revenue Share Plan. Unless otherwise stated in these Terms, the definitions used in these Terms shall have the meaning ascribed thereto in the [RISCO Cloud and Connectivity Service Terms and Conditions](#).

#### 1. DEFINITIONS

1.1. “Eligible Calendar Year” means a calendar year during which both of these conditions occur: (i) you have connected at least 12 new sites to the RISCO Cloud; and (ii) RISCO’s Revenue generated from Eligible End Users exceeded €1500 (one thousand, five hundred Euros).

1.2 “Eligible End User” means an End User assigned to the installer in the RISCO Cloud.

1.3 “Revenue Share Plan” means RISCO’s revenue share billing model for its installers, as described in these Terms, which allows an installer to become eligible to earn Revenue Share on such installer’s sale of Cloud Services and/or Connectivity Services to Eligible End Users, provided that all the eligibility requirements stated in these Terms have been fulfilled.

1.4 “Revenue” means the fees actually paid to us by an Eligible End User for the RISCO Cloud and/or Connectivity Services. For the avoidance of doubt, Net Revenue shall exclude any customization or other professional services fees, or fees for third-party products or services.

1.5 “Revenue Share” means, in each Eligible Calendar Year during the Term, an amount equal to twenty percent (20%) of the Revenue generated by RISCO from the installer’s sales of the RISCO Cloud Services and/or Connectivity Services to Eligible End Users during the applicable Calendar Year. RISCO may share different percentages of Revenue Share per service type (SIM card, Self-monitoring, video & images storages, etc.).

#### 2. ELIGIBILITY REQUIREMENTS FOR REVENUE SHARE

As part of your participation in the Revenue Share Plan, in order to be eligible for a Revenue Share, you must comply with the following:



2.1. You must accept and fully comply with RISCO's Policies. By choosing to participate in our Revenue Share Plan (generally through the Account and billing section of your installer area in the RISCO Cloud), you agree to be bound by (i) these Terms, (ii) the terms and conditions of the [RISCO Cloud and Connectivity Services Terms and Conditions](#) and (iii) all policies applicable to installer which are incorporated herein by reference ("RISCO Policies");

2.2. Registered Site. Each Site must be registered and associated to your Account in the RISCO Cloud;

2.3. Minimum Annual Revenue. Revenue Share shall be payable only for Eligible Calendar Years. Accordingly, you will need to achieve and maintain Annual Revenues for RISCO in an amount of not less than €1,500 (one thousand, five hundred Euros) each year during the Term to be eligible for Revenue Share;

2.4. End-User Support. You are committed to support and provide services to the Eligible End Users for Cloud and App matters, to the Sites that are registered under the Revenue Share Plan. As such, you agree that your contact details will be clearly visible to the End Users; and

2.5. Other. You will not be eligible for any Revenue Share or any other compensation from us if:

(i) the applicable End User objects to or prohibits such compensation or excludes such compensation from its payments to us or our affiliates; and/or

(ii) the End User has paid or will pay such commissions, referral fees, or other compensation directly to you.

Failure to comply with or maintain any or all of the above eligibility criteria will result in the immediate termination of these Terms and you will no longer be able to participate in our Revenue Share Plan nor be eligible for any Revenue Share payments.

### 3. REVENUE SHARE PAYMENT

Revenue Share amounts due to you will be payable on an annual basis, within three (3) months after the end of each calendar year, provided that you remain eligible to receive a Revenue Share pursuant to these Terms. You are responsible for payment of all taxes, levies or other deductions applicable to the Revenue Share.

All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. We may discontinue Revenue Share payments in the event any of the eligibility criteria set forth herein are not met at any time.

### 4. TERM AND TERMINATION

4.1. Term; Termination. These Terms will apply as long as you participate in the Revenue Share Plan, unless earlier terminated according to these Terms ("Term"). Both you and we may terminate these Terms without cause, upon the provision of sixty (60) days written notice to the other party. We may terminate these Terms for cause: (i) upon the provision of thirty



(30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency or liquidation, or (iii) immediately, if you breach the RISCO Policies.

4.2. Effect of Expiration/Termination. Expiration or termination of these Terms without cause by us shall not affect your eligibility to receive Revenue Share payment which became due and payable for any period prior to the effective date of termination or expiration. In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue Share will terminate immediately. Except as expressly set forth in this section, you are not eligible to receive any Revenue Share after expiration or termination of these Terms.

## 5. CHANGES TO THESE TERMS

We may from time to time modify these Terms, including without limitation, the payment terms. Any changes will become effective on the date published or as we may notify you, but in no case less than 30 days after the date we publish notice of those changes or modifications. Your continued participating in the Revenue Share Plan after the effective date of any change will be deemed acceptance of the modified terms.