



CYFERD

PROMOTIONAL/MARKETING REQUESTS POLICY

1. **Scope**

- 1.1 This 'Cyferd – Promotional/Marketing Requests Policy' (this "**Policy**") applies to the use of Permitted Cyferd Promotional Materials/Information in connection with the promotion and marketing of Cyferd, the Cyferd brand and / or the Cyferd Product by a Cyferd Partner. This Policy is made in connection with the SSSPA and (in such regard) applies to Cyferd Inc. ("**Cyferd**") and each Cyferd Partner from time to time (in this Policy and in respect of each Cyferd Partner, "**each Cyferd Partner**", "**the Cyferd Partner**", "**the Cyferd Partner in question**" and "**that Cyferd Partner**" being construed accordingly'). This Policy does **not** apply to any customer of Cyferd in its capacity as a customer of Cyferd. This Policy is made in connection with the provision by Cyferd of Access to the Cyferd Product to each Cyferd Partner (as a customer of Cyferd) who have an ongoing Enterprise Agreement.
- 1.2 In this Policy "**Partner Agreement**" means, in respect of the Cyferd Partner in question, the sales, services and solutions partner agreement entered into between Cyferd and that Cyferd Partner forming part of the SSSPA with that Cyferd Partner.
- 1.3 In this Policy the "**Agreement**" means, in respect of the Cyferd Partner in question, the master services agreement known as 'Cyferd – MSA (A) – 1 August 2024' entered into/ accepted by that Cyferd Partner. The online version of the Agreement where accepted being found at <https://cyferd.com/cyferdcomm/us>.
- 1.4 This Policy is a Cyferd Partner Policy and applies to, forms part of and is supplemental to the SSSPA. The terms of the SSSPA shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.5 For each Cyferd Partner, this Policy together with the Partner Agreement, the other Cyferd Partner Policies and any other applicable document that forms part of and/or is supplemental to the SSSPA from time to time, applies to that Cyferd Partner's appointment as a Cyferd Partner.
- 1.6 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Partner Agreement.

2. **Last Updated**

This Policy was last updated on 1 January 2025. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/us>.

3. **Changes to this Policy**

- 3.1 **For any person who is not a Cyferd Partner at the time of such posting** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/us> and such updates will be effective upon such posting or, if later, the 'Last Updated' date specified in such updated version of this Policy.
- 3.2 **For any person who is a Cyferd Partner at the time such Update Notification is made** – Cyferd may at its absolute discretion make, and notify the Cyferd Partner in question of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification in accordance with that Cyferd Partner's Partner Agreement. Such Update(s) will be effective in respect of the Cyferd Partner in question in accordance with the applicable provisions of that Cyferd Partner's Partner Agreement.
- 3.3 If Cyferd makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph Error! Reference source not found. above** in such updated version of this Policy.

4. Partner Information Area and Permitted Cyferd Promotional Materials/Information

4.1 Cyferd Partners will be given access to a Partner Information Area by Cyferd, on which they can find, amongst other things:

- 4.1.1 Permitted Cyferd Promotional Materials/Information (including but not limited to marketing, promotional or other like informative materials relating to or in connection with Cyferd, the Cyferd brand, the Cyferd Product and related matters and/or the SSSPA, supplied by Cyferd and which are Cyferd Materials);
- 4.1.2 Permitted Cyferd Product Information (being any technical, product or other like informative materials relating to or in connection with the Cyferd Product, supplied by Cyferd and which are Cyferd Materials);
- 4.1.3 Internal Only Cyferd Information/ Materials (being technical, product or other materials relating to or in connection with the Cyferd Product supplied by Cyferd which are marked as 'Internal Only' or 'For Internal Use' or something similar and/or contained in an area/ section of the Partner Information Area clearly headed/ labelled in such manner and which are Cyferd Materials); and/or
- 4.1.4 other Cyferd Materials (which could include other marketing resources or materials which on their own do **not** amount to Permitted Cyferd Promotional Materials/Information and use of them by the Cyferd Partner will require Cyferd's express approval (in writing) in accordance with this Policy to be Permitted Cyferd Promotional Materials/Information),

for use by the Cyferd Partners subject to and in accordance with the other applicable provisions of the SSSPA.

4.2 Under the SSSPA each Cyferd Partner shall:

- 4.2.1 only use Permitted Cyferd Promotional Materials/Information in connection with: (i) the promotion and marketing of Cyferd, the Cyferd brand and/or the Cyferd Product and related matters (or any part of it) (including all and any of the following types of promotional and marketing activity or content: campaigns, videos, infographics/ images, audio content, blogs, articles, advertisements, interviews, social media content and posts, use of influencers, merchandise, case studies, testimonials/ reviews, checklists/ guides, demos, trade fairs and exhibitions and/or any other type of promotional/ marketing activity or content); (ii) any Partner Rights; and/or (iii) the performance of its duties under or in connection with the SSSPA, and in this regard it shall ensure that (by frequently checking the Partner Information Area) it has and uses the most up to date/ and (where applicable) the latest versions of the Permitted Cyferd Promotional Materials/Information. In this regard strict regard shall be had at all time to this Policy and the Brand Guidelines which shall be followed and adhered to by that Cyferd Partner in connection with the foregoing provisions of this **paragraph 4.2.1**;
- 4.2.2 generally make itself available to Cyferd for the purpose of consultation (with Cyferd) and commercial advice/ opinion (from Cyferd) relating to the Permitted Cyferd Promotional Materials/Information including, how to use it, what it does and/or what any amendments to it does/ means;
- 4.2.3 **not** use any marketing or promotional materials in connection with Cyferd, the Cyferd brand, the Cyferd Product, any Partner Rights and/or the SSSPA in breach of or which is inconsistent with **paragraph 4.2.1** and/or (as applicable) **paragraph 4.2.4**;
- 4.2.4 (notwithstanding **paragraph 4.2.3** and in pursuance of **paragraph 4.2.1** and/or (as applicable) **paragraph 4.2.4**) **not** use any marketing or promotional materials in connection with Cyferd, the Cyferd brand, the Cyferd Product, any Partner Rights and/or the SSSPA which it has created and/or which it has amended/ customised and which do not fall within the scope of paragraph (i) of the definition of 'Permitted Cyferd Promotional Materials/Information' in **clause 1.1 of the SSSPA** (and hence are not supplied by Cyferd and made available in the Partner Information Area/ still in the form so supplied) without first obtaining express written approval from Cyferd in accordance with this Policy. Such approval shall be at Cyferd's sole discretion, and Cyferd may approve or reject all or part of such materials, or may impose any conditions and/or restrictions on their use as it considers appropriate from time to time; and
- 4.2.5 at all times market and promote Cyferd, the Cyferd Product and Cyferd's brand and business to Customers and Proposed Customers (at its own cost) in accordance with the terms of the SSSPA (including this Policy) and the Brand Guidelines.

- 4.3 Once Cyferd's express written approval has been obtained in accordance with clause 4.2.4, the approved created/ amended/ customized marketing or promotional materials shall, to the extent of such approval and subject always to any conditions and/or restrictions imposed by Cyferd: (a) fall within the scope of paragraph (ii) of the definition of 'Permitted Cyferd Promotional Materials/Information' in **clause Error! Reference source not found.** (and hence is expressly approved (in writing) by Cyferd); (b) not be further amended and/or customized without Cyferd's further express written approval; (c) be deemed to be Cyferd Materials insofar as they relate to or depict Cyferd, the Cyferd brand, the Cyferd Product, any Partner Rights and/or the SSSPA; (d) remain strictly subject to any conditions and/or attached to Cyferd's approval; and (e) be subject to the provisions of this Policy and the Partner Agreement that relate to Permitted Cyferd Promotional Materials/Information.
- 4.4 This Policy relates to Permitted Cyferd Promotional Materials/Information and includes, but is not limited to, the use of any marketing, promotional or other like informative materials relating to or in connection with Cyferd, the Cyferd brand the Cyferd Product and related matters and/or the SSSPA which requires Cyferd's express approval (in writing) in accordance with this Policy to be Permitted Cyferd Promotional Materials/Information.
- 4.5 If a Cyferd Partner is unsure whether any specific marketing, promotional or other like informative materials in the Partner Information Area are Permitted Cyferd Promotional Materials/Information as referred to in **paragraph 4.1.1** or not then that Cyferd Partner should seek confirmation of the same from Cyferd.
- 4.6 In terms of this Policy, Cyferd may at any time make any relevant or material change(s) to:
- 4.6.1 the Permitted Cyferd Promotional Material/Information (or any part of it);
 - 4.6.2 the Brand Guidelines;
 - 4.6.3 Partner Behaviour Conduct and Ethics Policy;
 - 4.6.4 the Partner Information Area; and/or
 - 4.6.5 any such platform or medium designated by Cyferd for the storage of such marketing materials.

5. Request for express written approval of marketing or promotional materials

- 5.1 Prior to a Cyferd Partner using and/or publishing any marketing or promotional materials in connection with Cyferd, the Cyferd brand, the Cyferd Product, any Partner Rights and/or the SSSPA which it has created and/or which it has amended/ customised and which does **not** fall within the scope of paragraph (i) of the definition of 'Permitted Cyferd Promotional Materials/Information' in clause 1.1 of the SSSPA (and therefore is not supplied by Cyferd or made available in the Partner Information Area/ still in the form so supplied) the Partner must first obtain express written approval of the same from Cyferd in accordance with and subject to the terms of this Policy.
- 5.2 Any request by a Cyferd Partner for express written approval of marketing or promotional materials must:
- 5.2.1 be made through the Partner Information Area by accessing the 'Marketing Requests' tab and selecting the 'Create New Request' option, together with all relevant details and attachments included to facilitate a thorough review by Cyferd;
 - 5.2.2 clearly outline the materials to be used, including but not limited to the content, format, and intended platforms for publication, as well as the specific manner in which the Cyferd brand, Cyferd Product, Partner Rights, and/or the SSSPA will be represented;
 - 5.2.3 be submitted at least 7 (seven) business days in advance of the planned publication date of materials, in order to allow Cyferd sufficient time to evaluate the request.
- 5.3 In the event that the Partner requests Cyferd's written permission less than 7 (seven) business days prior to the Partner's intended publication date of any materials, resources and/or information (whether in whole or part), Cyferd reserves the irrevocable right to deny such request. In such circumstances, the Partner shall not proceed with publication without Cyferd's prior express written approval, irrespective of the proposed publication date.

6. Failure to comply with/ breach of this Policy by the Cyferd Partner

Without limiting anything else herein or in the Agreement, if a Cyferd Partner fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/breach will be considered to be a material breach by that Cyferd Partner of that Cyferd Partner's Partner Agreement and that Cyferd Partner's SSSPA, and for which Cyferd shall be entitled to, without limitation, exercise all available rights and remedies under the SSSPA.

[End of Policy]