PIPEFY PARTNERSHIP PROGRAM AGREEMENT

Last updated: 06/11/2026

This Agreement sets forth the rules and conditions governing participation in Pipefy's Partner Program (the "Program"). By enrolling in and participating in any Program activity, Partner agrees to be bound by the applicable terms and conditions of this Agreement.

This Agreement is entered into by and between you, as Partner, and Pipefy Inc., a Delaware corporation ("Pipefy"), and governs the different participation models within the Program, as described below.

Part A applies to all Partners, together with the then-current Pipefy Partner Program Policy (the "Policy"), the Program Materials available on the Partner Portal, and Pipefy's Privacy Policy, each of which is incorporated into this Agreement by reference.

Part B applies to Partners participating in direct-billing opportunities, while Part C applies to Partners participating in indirect-billing opportunities. Specific Exhibits applicable to certain models, such as Services, Technology Integration (ISV), Special Programs, White Label, Public Sector, and other complementary partnership initiatives, shall form part of this Agreement for the Partners subject to them. If Partner does not participate in the activities described in Parts B or C or in any Exhibits, those provisions shall not apply to Partner.

In the event of any conflict or inconsistency between this Agreement and any Exhibits or specific documents ("Additional Terms"), the Additional Terms shall prevail solely with respect to the specific matters regulated by them and only to the extent of such conflict or inconsistency.

PART A – CONDITIONS APPLICABLE TO ALL PARTNERS

1. **DEFINITIONS**:

1.1. Unless defined elsewhere in this Agreement, the capitalized terms used herein shall have the meanings set forth below:

i) "Partner" or "You" means a company that has agreed to the terms of this Agreement and participates in Pipefy's Partner Program.

ii) Partner Marketing Activities means the marketing activities carried out by Partner to promote the Software and attract End Users.

iii) Pipefy Related Entity means an affiliate of, or entity related to, Pipefy.

iv) Program Materials include training materials, brand usage guidelines, the Policy, and any applicable additional terms.

v) Direct Billing means billing performed by Pipefy, where the customer pays Pipefy directly.
vi) Indirect Billing means a model in which the customer pays Partner directly and not Pipefy. Partner purchases the Software directly from Pipefy at a discount off the standard price list available on the Partner Portal and is authorized to resell it to End Users.

vii) Program means Pipefy's Partner Program, which is the subject matter of this Agreement.

viii) Pipefy Services means the products, services, and licenses offered by Pipefy, as specified in this Agreement.

ix) Tier means Partner’s level within the Program.

x) End Users means final customers that use the Pipefy Software.

xi) “Policy” means the then-current Pipefy Partner Program Policy, which governs, among other matters, tiers, eligibility criteria, benefits, incentives, operational models, and commercial rules of the Program.

xii) “Exhibits” means the instruments supplementing this Agreement that apply to specific Partner relationship models, including, without limitation, the Professional Services / Implementation Partners Exhibit, Technology Integration (ISV) Exhibit, Special Programs Exhibit, Public Sector Exhibit, and any other specific documents that, by their nature, supplement this Agreement.

xiii) “Partner Sourced Opportunity” means a commercial opportunity originated, developed, or materially driven by Partner, in accordance with the attribution criteria set forth in the Policy and Program Materials.

xiv) “Pipefy Sourced Opportunity” means a commercial opportunity originated directly by Pipefy, without meeting the criteria for a Partner Sourced Opportunity, in accordance with the Policy and Program Materials.

xv) “Services Program” means the Program model that governs Partners authorized to provide professional services related to implementation or equivalent initiatives, in accordance with the Policy and the applicable Exhibit.

2. **PROGRAM MATERIALS AND REQUIREMENTS**

2.

2.1. In order to ensure adequate technical and marketing support to End Users, implementation quality standards, where applicable, and appropriate access to the Pipefy Services, Partner shall meet the authorization requirements described in the Policy, which will be available on the Partner Portal if Partner’s application to the Program is accepted.

2.2. Enrollment in the Partner Program requires:

i) Submission of the enrollment form completed by Partner, including all information identified as required. Pipefy may reject an application to the Program for any reason, in its sole discretion. Partner acknowledges that Pipefy will use the email address provided by Partner at enrollment as the primary communication method.

ii) Acceptance of and agreement to this Agreement;

iii) Confirmation by Pipefy of Partner’s approval to participate in the Program, by email sent to Partner; and

iv) Sufficient technical knowledge of Pipefy Products and Services and a commitment to complete the mandatory training made available by Pipefy, which is an essential condition for admission to and continued participation in the Program.

2.3. Tiers. After Pipefy approves the enrollment, Partner will be assigned to a specific Tier, as communicated by email or by any other form of communication sent by Pipefy, and must continuously comply with the requirements applicable to that Tier. Partner shall comply with the qualifications and participation criteria set forth in the Policy and undertakes to maintain such requirements throughout its participation in the Program. By applying to the Program, Partner represents and warrants that it meets the eligibility requirements set forth in the applicable materials.

2.3.1. If Pipefy determines that Partner no longer meets the requirements of the Tier in which it is enrolled, Pipefy

may, in its discretion, move Partner to an appropriate Tier. Such change will become effective immediately upon notification by email or any other form of communication from Pipefy to Partner. Partner agrees to promptly notify Pipefy by email if it no longer meets the requirements of the Tier in which it is enrolled.

2.4. Changes to the Program and Agreement. The Program Materials, the Policy, and this Agreement may be changed by Pipefy at any time, in its sole discretion. Changes to this Agreement will become effective upon publication on Pipefy's website and will take effect immediately.

2.4.1. Partner will be notified in advance, by email, of changes that impact its rights or participation conditions in the Program. If Partner does not agree to such changes, Partner may terminate this Agreement by discontinuing its participation in the Program. Continued participation after notice or publication of the changes will be deemed tacit acceptance of the new terms.

2.4.2. Without prejudice to the foregoing, changes that impact tiers, eligibility criteria, compensation models, opportunity attribution, incentives, eligibility for services or subcontracting, or any economic expectations reasonably formed within the Program may, at Pipefy's discretion, be subject to reasonable prior notice and, where applicable, transitional rules. Unless expressly provided otherwise, such changes will not affect opportunities already registered and approved in the CRM before notice, which may remain subject to the conditions in effect at the time of registration.

2.4.3. Pipefy may also establish adjustment periods, grandfathering mechanisms, preservation of conditions for already registered opportunities, or any other instruments necessary for the orderly implementation of structural changes to the Program.

3. **PARTNER RESPONSIBILITIES**

I – **MARKETING ACTIVITIES**

3.

3.1. Partner is encouraged to promote and publicize Pipefy Products through various channels, including, without limitation, trade shows, promotional materials, direct communications, advertising spaces, educational events, and sales conventions. Unless otherwise determined by Pipefy in its sole discretion, Partner shall be solely responsible for all costs and expenses related to marketing or promotional activities (collectively, "Partner Marketing Activities"), regardless of territory or medium used.

3.2. Partner shall obtain Pipefy's prior approval for the use of any original materials that use Pipefy's name, marks, logos, or other intellectual property assets, except when Partner uses official materials previously made available by Pipefy.

3.3. Electronic communications related to Pipefy must comply with the recipients' prior express consent and all applicable laws and regulations, including those related to digital marketing, data protection, and commercial electronic communications (spam).

3.4. Partner agrees that it shall: (i) not send Pipefy-related communications to recipients who have not previously authorized receipt; (ii) include, in all communications, Partner's contact information and a clear unsubscribe mechanism ("opt-out"); and (iii) not send communications that could lead third parties to believe they were sent directly by Pipefy.

3.5. Partner is prohibited from engaging in abusive or illegal marketing practices, including, without limitation, the

use of malware, spyware, or any mechanisms that compromise third-party security. Partner shall not make false, misleading, or disparaging statements about Pipefy, nor use practices that may harm Pipefy's reputation. Partner is also prohibited from imitating or reproducing Pipefy's visual identity, websites, or materials in a manner likely to cause confusion.

3.5.1. Additionally, during the term of this Agreement and for twelve (12) months after its termination, Partner shall not direct communications to End Users with the purpose of persuading them to terminate or reduce their business relationship with Pipefy.

3.5.2. Partner shall, in all of its activities, fully comply with applicable law, including data protection, intellectual property, and advertising laws, and shall be responsible for obtaining all required consents.

II – **COMPLIANCE WITH LAWS AND PIPEFY MANUAL OF CONDUCT**

2.

3.6. Partner shall fully comply with all laws, rules, and regulations applicable to its activities, including, without limitation, those related to personal data protection, intellectual property, trademarks, copyrights, anti-corruption, export controls, and any other relevant regulations. Partner shall also operate and offer its products and services in accordance with applicable industry standards and shall be responsible for obtaining and maintaining all licenses, authorizations, and registrations required to conduct its activities.

3.7. Partner represents and warrants that neither it nor its affiliates, subsidiaries, officers, directors, managers, or ultimate beneficial owners are persons or entities subject to sanctions imposed or administered by competent authorities, including, without limitation, the U.S. Department of the Treasury (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union, or His Majesty's Treasury. Partner further represents that it is not located, organized, or resident in a jurisdiction subject to comprehensive sanctions.

3.8. The Parties undertake to perform their contractual obligations in accordance with principles of respect for human rights, promoting an inclusive and non-discriminatory work environment, observing health and safety standards, and refraining from the use of child labor, forced labor, or labor analogous to slavery. Breach of these provisions may result in immediate termination of this Agreement, without prejudice to any other available legal remedies.

3.9. The Parties undertake to conduct their activities ethically and in accordance with best governance and integrity practices. Partner further agrees to comply with the guidelines set forth in Pipefy's Code of Conduct for Customers, Suppliers, and Business Partners, as updated from time to time.

III – **OTHER PARTNER CONDITIONS**

3.

3.10. If enrollment in the Program is made on behalf of a legal entity, that entity shall be deemed the Partner for all purposes of this Agreement. The individual completing the enrollment represents and warrants that he or she has sufficient authority to bind that entity to the terms set forth herein. Partner shall be responsible for compliance with this Agreement by its employees, agents, and subcontractors, and shall be liable for any acts or omissions by such third parties.

3.11. Partner acknowledges and agrees that it shall remain fully responsible for the performance of all of its contractual obligations, even if it performs such obligations through affiliates, subsidiaries, or third parties.

3.12. Partner's participation in the Program, including the processing of any information transmitted or stored by

Pipefy, shall be subject to Pipefy’s Privacy Policy. Partner shall be responsible for adopting appropriate security measures, including the protection of personal data and access credentials to materials, systems, and training.

3.13. Partner shall appoint a primary point of contact for matters related to this Agreement, who shall respond in a timely manner to Pipefy’s reasonable requests, including the provision of information and confirmations and the execution of documents when necessary.

3.14. Partner shall promptly notify Pipefy of any facts or circumstances of which it becomes aware that could reasonably result in claims, demands, or liabilities involving Pipefy before third parties.

3.15. Partner shall maintain accurate, complete, and up-to-date records related to its participation in the Program and activities performed under this Agreement. During the term of this Agreement and for up to one (1) year after termination, Pipefy may, upon prior notice, conduct audits to verify compliance, eligibility, commission payments, and performance of contractual obligations, including review of operational, commercial, and financial records.

3.16. Partner shall maintain, throughout the term of this Agreement, the insurance policies required by law and those consistent with market best practices, including, without limitation, Commercial General Liability Insurance and Cyber/Privacy Liability Insurance, and shall provide proof of such policies to Pipefy upon request.

3.17. Partner acknowledges that Pipefy may establish objective, auditable, and non-discriminatory criteria for the referral, allocation, qualification, maintenance, or replacement of Partners in opportunities, accounts, projects, services programs, or any other commercial initiatives, as further detailed in the Policy and Program Materials.

3.17.1. Partner agrees that Pipefy may, in its sole discretion, present more than one Partner option to a Customer, adopt a partner catalog, and apply objective criteria, including specialization, location, segmentation, delivery capacity, certifications, tier, performance history, and operational availability, without creating any exclusivity, preference, or automatic priority right for Partner.

3.17.2. Partner acknowledges that its participation in opportunities, accounts, projects, or programs will depend on continuous compliance with the eligibility criteria established by Pipefy, and that its participation may be suspended, limited, or reviewed if such criteria are no longer met, in accordance with the Policy and the applicable Exhibits.

3.17.3. Partner’s participation in co-selling opportunities shall comply with the attribution, eligibility, and governance criteria defined in the Program Policy.

IV – **NON-COMPETITION AND NON-SOLICITATION**

4.

3.18. While Partner is an approved Pipefy Partner or otherwise maintains a relationship with Pipefy, and for a period of twelve (12) months after termination of the partnership relationship, Partner agrees not to: (i) persuade or attempt to persuade any Pipefy customer to cease its business relationship with Pipefy or reduce its business volume with Pipefy; or (ii) hire or attempt to hire any Pipefy employee or consultant (or any person who was an employee or consultant during the relationship) for any role, or encourage such individuals to terminate their relationship with Pipefy.

3.18.1. In the event of breach of the obligations described above, Pipefy may terminate this Agreement immediately for cause. In addition, Partner shall be subject to payment of a non-compensatory penalty equivalent to the greater of: (i) thirty percent (30%) of the total amount paid by Pipefy to Partner in the last twelve (12)

months under this Agreement; or, as applicable, (ii) the amount of the last salary paid to the solicited employee or the last monthly fee paid by the solicited customer.

4. PAYMENTS

4.1. The amounts due to Partner shall be calculated by Pipefy in accordance with the frequency and percentages set forth in the then-current Policy, according to the partnership type and the Tier in which Partner is classified on the applicable date.

4.2. If Pipefy and/or Partner participate in negotiations with End Users that result in commercial terms different from those set forth in the Policy, including non-standard discounts, the Parties may, by mutual agreement, review the applicable discount margin or commission. Any adjustment must be formalized by a specific contractual amendment signed by both Parties.

4.3. Pipefy shall make available to Partner a report containing the amounts due. Payment shall be subject to Partner’s issuance of a valid invoice corresponding to the calculated amounts.

4.3.1. All amounts due to Partner are net of taxes. Partner shall be solely responsible for any taxes levied on amounts received, as well as for its tax, labor, and social security obligations arising from its activities.

4.4. All payments shall be subject to internal risk assessment, fraud prevention, and anti-money laundering compliance procedures, and may be withheld by Pipefy during the verification period. Pipefy may also suspend payments if Partner fails to provide information or documentation necessary for payment.

4.5. Notwithstanding anything to the contrary, Pipefy shall not be responsible for paying any amounts to Partner in the following circumstances:

i) amounts refunded by Pipefy to End Users;

ii) referred End Users in which Partner holds a direct or indirect equity interest;

iii) fraudulent sales or sales obtained in violation of this Agreement or applicable law;

iv) revenues that have been canceled, charged back, or are delinquent;

v) Partners that have an employment relationship with Pipefy, regardless of the employment model;

vi) Partners that have an employment relationship with the End User related to the referral or sale;

vii) sales related to third-party products or services, including, without limitation, single tenant (cloud), add-ons, and integrated services;

viii) referrals and/or sales that did not follow the flow established in the Program or that are not in compliance with the Policy or Program Materials;

ix) referrals and/or sales arising from organic demand by the End User, without Partner’s effective participation;

x) referrals, opportunities, expansions, renewals, or any events that, under the then-current Policy, are not eligible for commission, margin, incentive, or accelerator, including, where applicable, Pipefy Sourced Opportunities not classified as Partner Sourced;

xi) situations in which Partner is not in compliance with the eligibility criteria of the Tier, specific Program, or Exhibit

applicable to the activity giving rise to the economic claim;

xii) in indirect-billing cases, no additional commission shall be payable, as Partner’s compensation is reflected in the applicable commercial terms and discounts; and

xiii) eligibility for commission payments may be subject to proof of Partner’s participation, in accordance with the criteria defined in the Program Policy.

4.6. If any amount paid to Partner is subsequently found to fall within one of the exclusion events set forth in Section 4.5, or was otherwise paid in error, Pipefy may, in its sole discretion: (i) require full reimbursement of the amounts paid; or (ii) offset such amounts against amounts due to Partner in subsequent periods. If this Agreement is terminated before full offset, Partner shall refund the remaining balance within thirty (30) days from the termination date.

4.7. Pipefy may change commercial and payment terms at any time upon reasonable prior notice to Partner by email. In the event of a dispute regarding amounts due, Pipefy’s calculation shall prevail, without prejudice to any review upon presentation of objective evidence by Partner.

4.7.1. Without prejudice to the foregoing, Pipefy may establish, in the Policy or through specific communication, transition rules applicable to already registered opportunities, already linked accounts, incentives under calculation, adjustment periods (grace periods), or other ongoing scenarios, in order to enable the orderly implementation of structural changes to the Program.

5. TERMINATION

5.1. Unless otherwise provided in this Agreement, either Party may terminate this Agreement upon at least thirty (30) days’ prior written notice.

5.2. The occurrence of fraud, misconduct, or breach of this Agreement, the Policy, or the Program Materials by Partner, as determined by Pipefy in its sole discretion, may result, individually or cumulatively, in the following measures: (i) termination of Partner’s relationship with one or more End Users; (ii) total or partial suspension of Partner’s rights and privileges in the Program; and/or (iii) full termination of Partner’s participation in the Program, without prior notice or right of appeal.

5.3. Upon termination or expiration of this Agreement:

i) each Party shall, at the other Party’s election, return or destroy all property, materials, and Confidential Information of the other Party in its possession or control, certifying such destruction upon request;

ii) Partner shall immediately cease use of any Pipefy materials, marks, logos, or other intellectual property assets;

iii) all rights granted to Partner under this Agreement shall automatically terminate, including access to systems, materials, reports, and any Program benefits, as well as the right to any payments, unless otherwise expressly authorized by Pipefy; and

iv) all End Users referred by Partner shall be treated as direct Pipefy customers, without any compensation, indemnity, or commission being owed to Partner. In indirect-billing cases, End Users may, at Pipefy’s discretion, be invited to migrate to a direct relationship, and if they refuse, access may be suspended.

v) Notwithstanding termination of this Agreement, commercial opportunities duly registered in the CRM and in an

active stage may, at Pipefy’s discretion, remain eligible for commission, provided that the criteria defined in the Policy are met.

5.3.1. Termination of this Agreement shall not prejudice the application of specific provisions set forth in applicable Exhibits, including transition, continuity, sunset, migration, or temporary maintenance rules, where required by the nature of the applicable model.

5.3.2. Pipefy may, in its sole discretion, determine the transition or reallocation of projects, accounts, or activities to other partners, including as a result of termination or Program restructuring, without creating any retention, exclusivity, or indemnity right for Partner.

5.4. Provisions that by their nature should survive termination of this Agreement shall remain in full force and effect, including, without limitation, those relating to confidentiality, intellectual property, limitations of liability, indemnification, and payment obligations.

6. INTELLECTUAL PROPERTY

I – **PIPEFY MATERIALS**

1.

6.1. All Pipefy materials shall be created and provided exclusively by Pipefy, unless otherwise agreed in advance in writing by Pipefy. Pipefy will provide Partner with copies of, or access to, Pipefy materials. Pipefy materials may also be accessed in the Partner Program area. By using Pipefy materials, Partner indicates acceptance of Pipefy’s trademark usage guidelines and understands that any violation of such guidelines or this Agreement will result in cancellation of Partner’s license or permission to use Pipefy materials. Pipefy materials are provided “as is” and without warranty of any kind.

6.2. Partner may display Pipefy materials solely for purposes of marketing and promoting the Service and any Pipefy marks permitted by Pipefy during the term of this Agreement, or until Pipefy, upon reasonable prior notice, instructs Partner to stop displaying Pipefy creative materials. Partner may not modify, amend, adapt, or translate Pipefy materials without Pipefy’s prior written consent. Nothing contained in any Pipefy material shall be deemed, in any way, a representation or warranty by Pipefy or any Pipefy Related Entity.

II – **PIPEFY MARKS**

2.

6.3. During the term of this Agreement, Pipefy grants Partner a limited license to display Pipefy trademarks solely to perform Partner’s obligations set forth in this Agreement. Partner agrees to use Pipefy trademarks only in accordance with the guidelines and requirements provided by Pipefy in writing. Pipefy trademarks are the exclusive property of Pipefy, and Partner acquires no ownership rights in them. Partner agrees not to challenge the validity of Pipefy trademarks and not to use terms or marks similar to them.

6.4. Partners may not use Pipefy trademarks or variations thereof in trade names, logos, advertising, social media, domain names, products, or services, except as expressly permitted in this Agreement or previously consented to by Pipefy. In addition, Partners may not purchase or register pay-per-click keywords, trademarks, email addresses, or domain names that are similar to Pipefy trademarks and may cause confusion.

III – **PIPEFY PROPRIETARY RIGHTS**

3.

6.5. All information, property, and intellectual property to which Partner has access as a result of its participation in

the Partner Program belongs entirely to Pipefy, including, without limitation, End Users, Leads, the Services, Pipefy API, Software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual property or other property used by or on behalf of Pipefy or Pipefy Related Entities or otherwise related to the Service, Pipefy Partner Program, Pipefy, or Pipefy Related Entities, together with all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein or related thereto (collectively, “Pipefy Property”). Pipefy Property shall be and remain the sole and exclusive property of Pipefy. To the extent any Pipefy Property right is not automatically assigned to Pipefy by virtue of this Agreement or otherwise, and is assigned to Partner, Partner transfers and assigns to Pipefy, upon creation, all rights, title, and interest that Partner may have in and to such Pipefy Property (and waives any and all moral rights, as applicable), including the right to sue and recover for past, present, and future infringements thereof.

IV – **LICENSES AND USE OF INTELLECTUAL PROPERTY**

4.

6.6. Pipefy License to Partner. Subject to the terms and conditions of this Agreement, Pipefy grants Partner a limited, non-exclusive, non-transferable, revocable license to use the Software in a test environment during the partnership period. This license is intended solely for Partner’s internal use for analysis, authorized review, training, and demonstration of the Software to potential customers, as well as for development and testing related to the scope of the partnership (“Authorized Purposes”). Use must at all times comply with the conditions set forth in this Agreement.

6.7. Partner Use. Partner is authorized to:

i) Use the then-current version of the Software solely for the Authorized Purposes;

ii) Conduct demonstrations to potential customers and train its personnel; and

iii) Develop integrations and its own or third-party applications that connect to the Software, provided such activities are within the scope of the partnership and authorized by Pipefy.

6.8. Partner License to Pipefy. Partner grants Pipefy a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use and display Partner’s marks, logos, trade names, and other intellectual property solely to the extent necessary to perform contractual obligations. In addition, use of such elements for marketing or promotional purposes shall require the other Party’s prior written consent.

7. CONFIDENTIALITY

7.1. “Confidential Information” includes, without limitation, any information associated with a Party’s business that is not publicly disclosed, such as specific commercial information, technical processes and formulas, software, beta services, customer lists, lead lists, names, addresses and other information regarding customers and leads, product designs, sales procedures, costs, price lists, training materials, implementation methodologies, and other unpublished financial information, business plans and marketing data, as well as any other confidential and proprietary information, whether or not marked as confidential or proprietary.

7.2. The Parties shall protect Confidential Information with at least the same degree of confidentiality protection as set forth in this Agreement, unless: (i) it is disclosed to the Parties’ employees, agents, or contractors who need to know it for purposes of performing this Agreement and are subject to confidentiality obligations at least as stringent

as those contained herein; or (ii) disclosure is required by law, regulation, or order of a court of competent jurisdiction with respect to the Parties and the subject matter of this Agreement. In such case, the receiving Party shall promptly notify the disclosing Party in writing, if legally permitted, and use commercially reasonable efforts to ensure that the disclosure receives confidential treatment.

7.3. Confidential Information does not include information that the receiving Party can prove: (a) is already publicly known, already known to, or in the possession of, the receiving Party at the time of disclosure; (b) is independently developed by the receiving Party without use of or reference to the Confidential Information of the other Party or Parties and without violating this Agreement; or (c) is subsequently lawfully obtained by the receiving Party from a source other than the disclosing Party without violating any provision of this Agreement.

7.4. Pipefy is free to discuss, review, develop, acquire, license, or create competing materials, products, or services, including applications or themes, without restriction, provided that it does not use Partner's Confidential Information.

8. DISCLAIMER OF WARRANTY

8.1. The Pipefy Partner Program, Pipefy Services, Pipefy Trademarks, Pipefy Materials, Software, and API are provided "as is." Pipefy makes no warranties under this Agreement, and Pipefy expressly disclaims all warranties, express or implied, including, without limitation, warranties of merchantability, non-infringement, or fitness for a particular purpose. Without limiting the foregoing, Pipefy disclaims all representations and warranties, express or implied, with respect to the Service, Pipefy trademarks, and Pipefy materials.

8.2. The warranty terms and permitted-use conditions for the Pipefy software shall be those specified in Pipefy's standard sales terms and conditions (EULA), available on Pipefy's website: https://www.pipefy.com/terms-and-conditions/.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1. Pipefy and its related entities shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of the Pipefy Partner Program, the Service, the Pipefy API, Pipefy Trademarks, Pipefy Materials, or Pipefy's obligations under this Agreement, including damages for lost profits, goodwill, use, data, or other intangible losses. Pipefy's liability to Partner shall be limited to the amounts paid by Pipefy to Partner in the previous six (6) months. Pipefy shall not be liable for disputes between Partner and an End User, and shall not be liable for damages resulting from Partner's relationship with any End User. These limitations apply even if Pipefy has been advised of the possibility of such damages and are subject to applicable law.

9.1.1. PIPEFY's total liability to Partner arising out of this Agreement shall be limited to the amounts paid by PIPEFY to Partner in the six (6) months preceding the event giving rise to liability.

9.2. Partner agrees to indemnify, defend, and hold harmless Pipefy and its affiliates from and against any damages, losses, liabilities, settlements, and expenses (including, without limitation, costs and attorneys' fees) arising out of or related to: (i) breach of this Agreement; (ii) failures in the provision of services by Partner; (iii) violation of third-party rights; (iv) misuse of the Pipefy Solution or PIPEFY's intellectual property; or (v) any acts or omissions of Partner, its employees, agents, or subcontractors under this Agreement.

10. GENERAL PROVISIONS

10.1. Notices. All notices under this Agreement shall be in writing and shall be deemed duly delivered when received, if delivered personally; on the first business day after an email is sent to the email address provided by Partner herein, or, in the case of Pipefy, to partners@pipefy.com and legal@pipefy.com; and upon receipt, if sent by certified or registered mail (return receipt requested).

10.2. Entire Agreement. This Agreement, together with any completed enrollment form and all documents linked, incorporated, or referenced herein, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, relating to the subject matter of this Agreement (including prior versions of this Agreement). Neither Party shall be bound by, and each Party specifically objects to, any term, condition, or provision that differs from or is additional to the provisions of this Agreement (even if it does not materially alter this Agreement), unless agreed in writing by the bound Party.

10.3. Independent Parties. The Parties to this Agreement are independent contractors. Neither Pipefy nor Partner shall have the right, power, or authority to enter into contracts on behalf of the other Party, assume obligations or liabilities, or bind the other Party, unless expressly authorized in this Agreement.

10.4. Partner shall indemnify and hold PIPEFY harmless from and against any losses, damages, costs, or expenses arising from claims, demands, or losses caused to End Users due to failures, errors, omissions, or inadequacies in the provision of Services.

10.5. No Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

10.6. Severability. If any provision of this Agreement is, for any reason, held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included herein.

10.7. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent; provided, however, that either Party may assign this Agreement in its entirety without the other Party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.8. Force Majeure. If either Party is prevented, impaired, delayed, or unable to perform any part of this Agreement due to events such as flood, riot, fire, judicial or governmental action (including legal or regulatory restrictions or embargoes prohibiting performance of this Agreement, or failure or refusal of a governmental agency to issue a license required to perform this Agreement), unforeseeable events, or any cause beyond that Party’s reasonable control, as understood under the legal concepts of act of God and force majeure, such Party shall be excused from performance to the extent prevented, impaired, or delayed by such events, notwithstanding anything to the contrary in this Agreement.

10.9. Out-of-Court Resolution. The Parties agree to seek out-of-court resolution of any dispute arising out of this Agreement, including its interpretation or performance. The Party that considers itself harmed shall notify the other Party of the dispute, requesting performance of the obligation that was not performed or was performed irregularly or incompletely. If the stated dispute is not resolved within thirty (30) days from receipt of notice, the evidently harmed Party may then seek judicial resolution of the dispute upon notice to the other Party of such decision.

10.10. Cooperation. Partner shall cooperate with Pipefy in connection with any inquiry, dispute, or controversy in which Pipefy may become involved in relation to this Agreement. Such cooperation shall include disclosure of relevant documents and financial information and interviews with Partner's employees. This obligation shall survive expiration or termination of this Agreement. Pipefy shall not be liable for any loss resulting from a cause over which it has no direct control.

10.11. Governing Law. If Partner's territory is Brazil, this Agreement shall be governed by the laws of Brazil, and the exclusive jurisdiction for resolving any disputes shall be the Central Courts of the City of Curitiba, State of Parana, Brazil. For all other territories, this Agreement shall be governed by the laws of the State of Delaware, United States, and any dispute shall be submitted to the exclusive jurisdiction of the courts of Dover, Delaware. The United Nations Convention on Contracts for the International Sale of Goods and the U.S. Uniform Computer Information Transactions Act shall not apply to this Agreement.

10.12. Investments. The Parties hereby state that there shall be no investment and/or acquisition of equipment, software, licenses, tools, or the like, and that each Party shall use its own qualified structure and workforce, in sufficient number, for the timely performance of its obligations under this Agreement.

10.13. Binding Effect, Precedence, and Replacement of Conditions. By signing this Agreement, the Parties expressly agree to be bound by the conditions set forth herein, which shall fully govern the commercial relationship between the Parties. Such conditions supersede and prevail over any prior negotiations, agreements, understandings, or commercial conditions, whether formal or informal, oral or written, regardless of their nature. The provisions of this Agreement become effective as of the date of signature and apply to all current and future commercial relationships, with full acceptance and waiver of any rights or interpretations based on prior understandings.

10.13.1. For clarity and organizational consistency within the Program, the Parties expressly acknowledge the following order of precedence among the documents applicable to the partnership relationship: (i) this Agreement; (ii) the specific Exhibits applicable to Partner's model; (iii) the then-current Policy; and (iv) the Program Materials.

10.13.2. In the event of a conflict between documents, the hierarchically superior document shall prevail, except where the specific document, by its nature, regulates a special matter expressly identified and compatible with the architecture of this Agreement.

10.13.3. The existence of specific Exhibits does not alter the characterization of this instrument as the master agreement of the Program, and all modules, special programs, services regimes, technology integrations, white-label arrangements, or other partnership initiatives shall be subject to this Agreement.

10.13.4. The fact that Pipefy executes, makes available, or accepts Exhibits, policies, offers, amendments, operational forms, or specific documents for motions, programs, or complementary models does not create an autonomous legal regime separate from this Agreement, unless expressly provided otherwise.

PART B – ADDITIONAL TERMS APPLICABLE TO PARTNERS USING THE DIRECT BILLING

This Part B contains terms applicable to Reseller Partners in direct-billing opportunities, meaning billing performed by Pipefy, where the customer pays Pipefy directly.

1. **FTC GUIDELINES**

    1.

1.1. The United States Federal Trade Commission ("FTC") has guidelines intended to ensure transparency and

honesty in advertising and product or service endorsements. These rules are intended to increase transparency between endorsers and consumers. As a member of Pipefy's Partner Program, Partner receives compensation for referrals of leads made to Pipefy. This may establish a "material connection" under the FTC rules, which creates an obligation for Partner to provide information to consumers.

1.2. Compliance with these guidelines requires, among other things, that Partner clearly and conspicuously disclose that Partner is compensated only for leads that effectively convert into sales and that Partner does not engage in deceptive advertising. For more information, Partner should consult the statement issued by the FTC regarding these guidelines.

2. REFERRAL METHOD

2.1. Partner shall immediately inform Pipefy of sales or referrals of End Users, as specified in the Program Materials. Any sale or referral outside these guidelines shall be considered invalid, and Pipefy shall not be responsible for any damages caused to third parties due to Partner's failure to comply with the contractual guidelines.

2.2. A Partner will be deemed to have introduced only those End Users that it formally refers in accordance with the rules contained in the Program Materials.

2.3. Lead Disqualification. If Partner does not properly register the referral and progression of the lead into an opportunity as provided herein, Pipefy shall have no obligation to pass on to Partner any amount related to the End User.

2.4. Economic eligibility under direct billing shall additionally observe the Policy rules regarding opportunity classification, including the distinction between Partner Sourced Opportunities and Pipefy Sourced Opportunities, as well as any accelerators, exclusions, or attribution criteria.

3. GENERAL COMPENSATION GUIDELINES

3.1. Partner using direct billing shall be entitled to a commission on the value of Pipefy license sales that it effectively refers, in accordance with the criteria set forth in this Agreement. As provided in this Agreement, payments due to Partner shall be calculated by Pipefy in accordance with the frequency and percentage defined in the Pipefy Partner Program Policy for the type and level in which Partner is classified.

4. PARTNER RESPONSIBILITIES WHEN USING DIRECT BILLING

4.1. In this model, support to the End User and payment collection are Pipefy's responsibility.

4.2. Disclosure Obligation. In the case of referrals involving a director, employee, owner, representative, consultant, or government agent, or any of their relatives, Partner must provide prior notice by email to compliance@pipefy.com and cooperate with Pipefy's requests for further information regarding such relationship.

4.3. Subject to the execution of Additional Terms, Partners using direct billing may also perform Software implementation and integration services with the End User ("Professional Services"), provided that they have completed the training required to ensure quality standards and comply with the guidelines set forth in an additional document to be executed by the Parties.

4.3.1. Partner's participation in Professional Services, subcontracting, service referrals, or services programs shall also depend on compliance with the criteria defined in the Policy and the applicable Exhibit, including tier, certifications, quality, delivery capacity, and other eligibility requirements.

5. PROHIBITED ACTIVITIES

5.1. A Partner shall not:

i) Promote or advertise Pipefy or its Products and Services on coupon, deal, discount, or incentive websites, or display offer codes on public pages or through “click-to-reveal” offer codes.

ii) Use pay-per-click keywords (such as Google Ads), trademarks, or domain names using trademarks of Pipefy or any Pipefy Related Entities, or spelling variations that may be deceptively or confusingly similar to Pipefy’s trademarks or the names of its related entities.

iii) Create or participate in third-party networks or sub-affiliate networks without Pipefy’s express written permission.

iv) Use direct links to any page on Pipefy’s website without Pipefy’s prior written permission.

5.2. An End User may not be a company owned by, or directly related to, Partner (for example, where Partner has an employment relationship with the End User) for which Partner seeks compensation under this Agreement.

PART C – ADDITIONAL TERMS APPLICABLE TO PARTNERS USING THE INDIRECT BILLING

This Part C contains terms applicable to Reseller Partners or Resellers in indirect-billing transactions.

1. **GUIDELINES**

1.

1.1. Territory. Partners may purchase Pipefy Software under special pricing terms to resell the Services to their End Users in a specific country, referred to as the “Territory.” At the time of enrollment in the Program, Partner shall request approval to operate legally in one or more countries. Partner may request updates to the Territory, subject to Pipefy’s written approval. Pipefy may discontinue operations in a given Territory at any time, in its sole discretion.

1.2. Credit Check. Partners must undergo a credit check and provide two years of audited financial statements, or a reasonable equivalent.

2. **RESALE METHOD**

2.

2.1. Documentation. Each indirect-billing sales transaction conducted by Partner must involve at least the following contractual documents, which must be executed to complete the transaction:

i) Purchase Order: an order form to be signed by Partner with Pipefy for each purchase of Pipefy licenses or services. The order form details pricing, products, and other contracting information. The order form also refers to the terms and conditions for use of Pipefy licenses and services (“EULA”), available at https://www.pipefy.com/terms-and-conditions/.

ii) Agreement between Partner and End User(s): Partner must obtain acceptance from End Users of the EULA terms, ensuring evidence of their agreement. Pipefy shall have the right to audit Partner and shall only be required to release access to the End User once evidence of the End User’s acceptance of the EULA is confirmed.

2.2. Before being authorized to invoice End Users, Partner must acquire and pay for the Pipefy licenses. This guidance must be observed, as Pipefy shall not be liable to End Users for any violation of this policy by Reseller.

3. **COMMERCIAL TERMS**

3.

3.1. Partner acknowledges and agrees that it shall not be entitled to any additional consideration beyond the differentiated commercial terms offered for the purchase of Pipefy licenses.

3.2. Partner understands that the differentiated commercial terms for acquiring Pipefy licenses are a form of incentive and exclusive benefit granted by Pipefy to foster and promote resale activities for the company's products. By using indirect billing, Partner expressly waives any claim for additional consideration, such as commissions, royalties, or other payments, beyond the commercial terms agreed for the purchase of Pipefy licenses.

4. **PARTNER RESPONSIBILITIES WHEN USING INDIRECT BILLING**

4.

4.1. In this model, support to End Users and payment collection are Partner's exclusive responsibility.

4.2. Partner is responsible for all activities in End User accounts and for their compliance with the EULA. Pipefy does not guarantee the maintenance of any specific product or product or service model for any specified period. Pipefy reserves the right to modify the specifications or features of its products, licenses, and services, remove products from the market, and/or discontinue their production or support, in its sole discretion.

4.3. If Partner elects to sell Pipefy products or services to the Government (national, regional, or local), Partner does so at its own risk. Partner agrees not to involve Pipefy as a subcontractor or in any other capacity with the Government. Partner is solely and exclusively responsible for complying with all statutes and regulations governing sales to the Government. Pipefy makes no representations, certifications, or warranties as to the ability of its products, services, or pricing to meet such statutes and regulations.

4.4. Partner shall be responsible for payment for excess usage by its End Users. Pipefy undertakes to notify Partner of such excess prior to billing.

4.4.1. Where applicable, specific rules regarding excess usage, overusage, additional contracting, billing, and responsibility in specific models may be detailed in the Policy, Purchase Order, or applicable Exhibit, without prejudice to Partner's responsibility under this Part C.

5. **PROHIBITED ACTIVITIES**

5.

5.1. Partner has no authority to assume commitments on behalf of Pipefy, such as quantities, delivery, modifications, integration capacity, or software suitability. In addition, Partner is not permitted to modify the warranties offered by Pipefy, as set forth in the EULA. If Partner makes commitments not authorized by Pipefy, Partner shall indemnify Pipefy. If Pipefy identifies misleading or fraudulent representations or commercial practices by Partner, Partner shall cease them immediately upon receiving notice from Pipefy.

5.2. Partner shall not knowingly provide to any person, export, re-export, or allow the export or re-export of Pipefy products or services or any item related to this Agreement in violation of any restrictions, laws, or regulations of the U.S. Department of Commerce, the Office of Foreign Assets Control of the U.S. Department of the Treasury, or any other U.S. or foreign agency or authority. Partner acknowledges and agrees, without limitation, that the Controlled Object shall not be used, transferred, exported, or re-exported to countries subject to embargo by the United States ("Embargoed Countries"), or by citizens or residents of such countries, or by any person or entity listed on the U.S. Department of the Treasury's Specially Designated Nationals List or the U.S. Department of Commerce's Denied

Persons List (“Designated Nationals”).

5.3. Partner acts as an independent contractor and is responsible for acquiring Pipefy Software for resale or providing Pipefy services to its End Users. Partner does not hold the position of Pipefy’s legal representative and has no authority to act on behalf of Pipefy, except as expressly set forth in this Agreement. The relationship between Pipefy and Partner is governed by contractual independence and does not create any employment or social security relationship between the Parties.

Last updated on: July 10th, 2026.