

SurePayroll New Reseller Promotion Terms and Conditions

The SurePayroll New Reseller Promotion (the “**Promotion**”) will run from March 1, 2025, until May 31, 2025 (the “**Promotion Period**”), unless terminated earlier by SurePayroll, Inc. (“**SurePayroll**”), and is subject to the following terms and conditions (the “**Promotion Terms**”). Each Eligible Reseller (as defined below) will be eligible to receive a promotional payout (the “**Promotional Payout**”) in accordance with the Promotion Terms below. By participating in this Promotion, each Eligible Reseller agrees to be bound by these Promotion Terms.

For purposes of these Promotion Terms:

1. An “**Eligible Reseller**”^{*} is a new reseller partner of SurePayroll that: (i) has never processed payrolls for its clients on the SurePayroll Platform before the start of the Promotion Period; (ii) executes and delivers a Form W-9, ACH form and new vendor paperwork to SurePayroll before the end of the Promotion Period^{**}; (iii) provides an updated and accurate primary e-mail address on its SurePayroll Reseller Program dashboard at all times up to and including the date when Promotional Payouts are paid; and (iv) opens account(s) for New Clients (as defined below) through the SurePayroll Reseller Program dashboard during the Promotion Period.
2. A “**New Client**” is a client of an Eligible Reseller that: (i) has at least one (1) active employee at the time of enrollment; (ii) has an employer identification number that has not previously been used on the SurePayroll Platform prior to enrollment; (iii) has enrolled on the Eligible Reseller’s SurePayroll Reseller Program dashboard and processed at least one payroll on the SurePayroll Platform on or before the end of the Promotion Period; and (iv) continues to have at least one (1) active employee and processes payroll on the SurePayroll Platform as of August 1, 2025. New Clients must still be active as of August 1, 2025, for an Eligible Reseller to receive Promotional Payout.

^{*} SurePayroll reserves the right to deem any reseller partner of SurePayroll ineligible for the Promotion based on the reseller partner’s discounted and/or pre-negotiated pricing, and/or waive any of the eligibility criteria with respect to any reseller partner in its sole discretion.

^{**} Promotional Payouts will be sent via ACH transfer to the account designated on the Eligible Reseller’s ACH form. Notwithstanding the foregoing, SurePayroll reserves the right to send any Promotional Payouts to Eligible Resellers via e-mail in the form of electronic Visa® or Mastercard® gift card(s) in increments of up to \$1,000 each. No refunds or reissuances of Promotional Payouts will be made in the event that Reseller fails to provide and maintain accurate bank account information.

For purposes of calculating the Promotional Payout due to an Eligible Reseller, an Eligible Reseller’s number of “New Clients” will be calculated as of May 1, 2025, as follows:

Tier 1 Promotional Payouts

For Eligible Resellers with Less than 50 New Clients

New Clients Tiers	Tier Payout	New Clients Tiers	Tier Payout
1 New Client	\$0	15-24 New Clients	\$8,000
2 New Clients	\$500	25-29 New Clients	\$10,000
3-7 New Clients	\$2,000	30-49 New Clients	\$15,000
8-14 New Clients	\$5,000		

Tier 2 Promotional Payouts

For Eligible Resellers with More than 50+ New Clients

New Clients Tiers	Tier Payout
50+ New Clients	\$20,000

The aggregate amount that SurePayroll will owe any single Eligible Reseller pursuant to this Promotion will not exceed \$20,000. Promotional Payouts shall be sent to Eligible Resellers via ACH transfer on or about December 31, 2025 (unless such date is mutually extended by the parties). Notwithstanding the foregoing, SurePayroll reserves the right to send any Promotional Payouts to Eligible Resellers via e-mail in the form of electronic Visa® or Mastercard® gift card(s) in increments of up to \$1,000 each.

Offer is only valid in the United States. Void where prohibited. Eligible participants must be a legal U.S. resident and 18 years of age or older. Exclusions may apply based on a reseller partner’s discounted and/or pre-negotiated pricing. These Promotion Terms are subject to change at any time, at SurePayroll’s sole discretion, without notice. SurePayroll reserves the right to declare an Eligible Reseller ineligible for the Promotion if SurePayroll determines that such Eligible Reseller is abusing the Promotion.

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