

Works Partner Program Agreement

Version 2026-10-05

This Works Partner Program Agreement (the "Agreement") is between **JynAI Corp.**, 4275 Executive Sq, La Jolla, CA 92037, United States ("JynAI", "we", "us"), and the person or organization that accepts it ("Partner", "you"). You accept this Agreement when you select the acceptance box in your partner application. If you accept for an organization, you confirm that you have the authority to bind that organization.

1. What this Agreement covers

1.1 The Works Partner Program (the "Program") lets agencies, consultants and fractional operators use the Works partner portal (the "Portal") to set up, support and manage the Works accounts of their clients.

1.2 This Agreement adds to the Works Terms of Use (<https://jyn.ai/terms/>), the Privacy Policy (<https://jyn.ai/privacy/>) and the Other Policies (<https://jyn.ai/other-policies/>) (together, the "Works Terms"). The Works Terms continue to apply to your own use of Works. If this Agreement and the Works Terms disagree about the Program, this Agreement controls.

1.3 The current fees, free allowances, referral share and payout details are in Schedule A. We show the current values in the Portal.

2. Eligibility and approval

2.1 To join the Program, you must have an active Works account on an eligible plan (at this date: Pro, Teams or Business; not Starter), and you must send a partner application.

2.2 A person at JynAI reviews each application. We can approve or decline an application at our discretion. Approval is not a promise of any volume of clients, leads or revenue.

2.3 The information in your application must be true and complete. Tell us if it changes in a material way.

3. Your clients

3.1 **The client decides.** You can invite a business to connect to you through the Portal. The client must approve the connection. The client can end the connection at any time, by asking you or Works support, or in Works when that feature is available. A client workspace can be connected to one partner at a time.

3.2 **The client owns its workspace and its data.** Each client has its own Works account and agrees to the Works Terms itself. The client's workspace and data stay with the client when a connection ends, when you leave the Program, or when your partner access ends.

3.3 **Your services are yours.** You are responsible for the services that you sell to your clients, your contracts with them, your prices and your invoices to them. JynAI is not a party to those contracts and is not responsible for your services.

3.4 **Client data.** You must use client data that you can see through Works only to serve that client, and only within the access that the client gives you. You must keep it confidential and secure, follow the law that applies to it (including privacy and data protection law), and not copy it into other client workspaces or into your own library.

3.5 **Honest selling.** You must describe Works accurately. You must not make promises about Works on our behalf, and you must not say that you are JynAI or that JynAI employs you.

4. Fees

4.1 You pay the Portal fee in Schedule A for each client that has an approved connection, after any free allowance in Schedule A.

4.2 We charge the Portal fee to the payment method on your Works account, monthly in advance, through our payment processor. Fees do not include taxes. You pay any taxes that apply, except taxes on our income.

4.3 If a payment fails, we can pause your Portal access after the retry period of our payment processor. A pause does not affect your clients' own Works workspaces.

4.4 When you remove a client, or the client ends the connection, we stop the Portal fee for that client. We do not give refunds for part of a month, unless the law requires it.

4.5 We can change the Portal fee or the free allowance with at least 30 days' notice (see section 11).

5. Referral share

5.1 We pay you the referral share in Schedule A on what a referred client actually pays JynAI for its own Works subscription, net of refunds, credits, chargebacks and taxes.

5.2 A client is a referred client only if all of these are true:

- (a) the client came to Works through your invitation in the Portal or your partner referral link;
- (b) the client approved the connection to you (for an invitation);
- (c) the client did not have a Works account before your invitation or link;
- (d) no other partner was recorded first for that client;
- (e) the client makes a payment greater than zero inside the qualification window in Schedule A.

5.3 You earn the referral share only for months in which you are on an annual Works plan, as Schedule A says.

5.4 We record attribution and payments in our systems. Our records decide whether a referral share is due, unless you show us that they are wrong. Tell us about a possible error within 60 days of the payout statement that has it.

5.5 We do not pay a referral share on your own Works account, on accounts of your employees or of your own organization, or on accounts that you got by spam, misleading statements, paid search on JynAI or Works brand terms, or any other method that breaks this Agreement or the law. We can reverse a referral share that we paid in error or that came from such a method.

5.6 You must give us the tax and payout information that we ask for (for example, a W-9 or W-8 form) before we pay you. We pay according to Schedule A.

6. Brand and publicity

6.1 We give you a limited, non-exclusive, revocable right to use the Works and JynAI names and logos, only to describe your partner status and to promote Works, and only as our brand guidelines allow. You must not change our logos or use them in a way that suggests that we endorse your services beyond your partner status.

6.2 You give us a limited, non-exclusive right to use your name and logo to identify you as a partner (for example, in a partner directory), until this Agreement ends. We will not publish a client story or testimonial about you without your written consent.

6.3 Each party keeps all rights in its own brands, products and materials. Your methods, templates and materials remain yours. Works, its playbooks and its software remain ours.

7. Confidentiality

Each party must keep confidential the non-public information that the other party gives it in connection with the Program, and use it only for the Program. This does not apply to information that is public through no fault of the receiving party, that the receiving party already had, or that the receiving party gets lawfully from someone else. A party can disclose confidential information when the law requires it, after notice to the other party when the law allows.

8. Relationship

8.1 You and JynAI are independent contractors. This Agreement does not create a partnership, joint venture, employment, franchise or agency relationship. The word "partner" is a program name only.

8.2 The Program is not exclusive. You can work with other vendors. We can work with other partners, and we can sell Works directly to any business.

8.3 You must comply with the law, including anti-bribery, anti-spam, export and sanctions law.

9. Term and termination

9.1 This Agreement starts when we approve your application and continues until either party ends it.

9.2 You can end it at any time in the Portal or by email to partners@jyn.ai. We can end it with 30 days' notice.

9.3 We can suspend your partner access or end this Agreement at once if you break this Agreement or the Works Terms, if you put clients, data or JynAI at risk, or if the law requires it.

9.4 When this Agreement ends: your Portal access ends; Portal fees stop at the end of the current billing month; your clients keep their own Works workspaces; we pay referral shares that were already earned under section 5 for payments made before the end date, unless we ended the Agreement under section 9.3 for your breach; and sections 3.4, 5.4 to 5.6, 6.3, 7, 10, 12 and 13 continue.

10. Disclaimers, liability and indemnity

10.1 The Program and the Portal are provided "as is". The disclaimers in the Works Terms apply to them.

10.2 To the extent the law allows, neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits or revenues, in connection with this Agreement. Our total liability in connection with this Agreement is not more than the greater of the Portal fees that you paid to us in the 12 months before the claim and one hundred US dollars (US\$100).

10.3 You will defend and indemnify JynAI against third-party claims that come from your services to your clients, your contracts with them, your use of client data, or your breach of this Agreement.

11. Changes to this Agreement

We can change this Agreement or Schedule A. We will tell you at least 30 days before a change that reduces your fees, earnings or rights takes effect, by email and in the Portal. If you do not agree, you can end this Agreement before the change takes effect. If you continue in the Program after that date, you accept the change. We will ask you to accept each new version in the Portal.

12. Notices

We send notices to the email address on your Works account and in the Portal. Send notices to us at partners@jyn.ai, with a copy to JynAI Corp., 4275 Executive Sq, La Jolla, CA 92037, United States.

13. General

13.1 California law governs this Agreement, without its conflict-of-law rules. The dispute resolution section of the Works Terms (including binding arbitration and its exceptions) applies to disputes about this Agreement.

13.2 You cannot assign this Agreement without our written consent. We can assign it to an affiliate or to a successor of our business.

13.3 If a court or arbitrator finds part of this Agreement unenforceable, the rest continues. If a party does not enforce a right, it does not waive it.

13.4 This Agreement, with the Works Terms, is the full agreement about the Program.

Schedule A: Program economics (at version 2026-10-05)

Item	Value
Eligible Works plans for partners	Pro, Teams or Business (monthly or annual). Not Starter.
Portal fee	US\$100 per client with an approved connection, per month.
Free allowance	The first 3 clients, free for 30 days each. A removed client does not give back its free allowance.
Referral share	20% of what a referred client actually pays JynAI for its own Works subscription, net of refunds, credits, chargebacks and taxes.
Plan condition for the referral share	You must be on an annual Works plan (Pro, Teams or Business annual). On a monthly plan, you have the Portal and no referral share.
Qualification window	The referred client's first payment greater than zero must be within 30 days of the referral record (the client's approval of your invitation, or the client's signup through your link).
Payouts	Monthly, in US dollars, after the end of each calendar month, when payouts are available in the Portal. Until then, we show earned amounts in the Portal and pay them under the payout process that we announce.

The values that the Portal shows are the current values. If this schedule and the Portal disagree, the Portal is correct for the period that it shows, and we will correct this schedule.