DBR77

PARTNER NETWORK

Partner Program General Commercial Rules

A clear commercial framework for trusted industrial introductions and referral-driven sales.

Core commercial principle: For an accepted qualifying opportunity, DBR77 creates a Partner Commission Pool equal to **10% of Eligible Collected Revenue**. Commission is earned as DBR77 receives qualifying customer payments.

Who can join
Individuals and organizations, subject to DBR77 approval and compliance.

How referrals are protected
Only after written DBR77 Referral Acceptance Confirmation.

What the Partner does
Identifies opportunities, opens trusted access and helps legitimate sales progress.

How payment works
DBR77 receives qualifying customer payment first; commission is then earned and processed.

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Partner-facing commercial summary. Specific Referral Acceptance Confirmations may define opportunity-specific terms.

Purpose of this document

This document is designed to be shared with prospective and accepted DBR77 Partners. It explains the standard commercial rules of the DBR77 Partner Program in plain business language.

Participation in the program becomes effective when DBR77 issues a written **Partner Acceptance Confirmation** and the Partner accepts the applicable Program Rules. A specific **Referral Acceptance Confirmation** may define additional or different terms for a particular opportunity. If DBR77 and the Partner sign a separate agreement, that signed agreement prevails where it conflicts with this document.

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1. What the DBR77 Partner Program is

The DBR77 Partner Program is a relationship-driven business development program for people and companies that can help create qualified industrial opportunities for DBR77.

A Partner may identify an opportunity, make an introduction, provide access to a decision maker, identify a business need, support a sales process, act as a trusted champion, or otherwise contribute legitimate and measurable value that helps a DBR77 opportunity happen.

A Partner does **not** need to become a DBR77 salesperson or master the full DBR77 portfolio. The Partner should recognize the relationship and the business opportunity. DBR77 is responsible for matching the customer need to the appropriate solution and for leading the commercial process.

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2. Who can become a DBR77 Partner

The program is open globally to both individuals and organizations, subject to DBR77 approval and applicable legal/compliance requirements.

Potential Partners may include consultants, advisors, integrators, software houses, technology suppliers, sales professionals, former executives, investors, recruiters, lawyers, industry organizations and other people or companies with credible business relationships in industry.

Application does not create an automatic right to participate. DBR77 may approve, decline, suspend or terminate participation for business, reputational, legal or compliance reasons.

The public program title is **DBR77 Partner**.

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3. What a Partner can refer

A Partner may submit opportunities across the DBR77 portfolio, including opportunities related to:

- factory operations and performance;
- IRIS Plant OS;
- IoT and machine connectivity;
- Digital Twin and simulation;
- automation and robotics;
- Consultify and transformation execution;
- private AI / Vector solutions;
- vision and perception use cases;
- other DBR77 solutions approved for sale.

A Partner may submit an opportunity even if the Partner is not sure which DBR77 product is the right fit.

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4. Standard Partner Commission Pool

For an accepted qualifying opportunity, DBR77 creates a **Partner Commission Pool equal to 10% of Eligible Collected Revenue**.

The 10% is a pool assigned to the opportunity. It does not multiply when several external Partners contribute to the same deal.

If a single Partner is the sole qualifying source/contributor for an accepted opportunity, that Partner will normally receive 100% of the applicable Partner Commission Pool.

If several external Partners materially contribute to the same opportunity, DBR77 allocates the same

10% pool between them according to their documented contribution.

DBR77 internal sales compensation is separate and does not reduce the external Partner Commission Pool confirmed for an accepted referral.

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5. Commission is based on money actually received

Commission is not earned merely because a proposal is issued, a contract is signed or an invoice is sent.

Commission becomes earned as DBR77 receives qualifying customer payments.

Example:

- Contract value: EUR 200,000
- Customer pays DBR77: EUR 50,000
- Partner Commission Pool generated by that payment: EUR 5,000

If the customer later pays another EUR 50,000, a further EUR 5,000 Partner Commission Pool is generated, subject to the applicable referral terms.

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6. Eligible Collected Revenue

Eligible Collected Revenue means qualifying revenue actually received and retained by DBR77 in connection with the accepted opportunity.

Unless DBR77 confirms otherwise in writing, the following are excluded from the commission base:

- VAT, sales tax and similar taxes;
- refunds and chargebacks;
- cancelled or reversed payments;
- travel expenses or other pass-through reimbursements;
- amounts paid directly to third parties;
- other amounts that DBR77 does not retain as revenue.

For marketplace, robotics or other transactions where gross project value includes substantial third-party value, commission is calculated on the eligible DBR77 revenue or fee, not automatically on total project GMV.

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7. How a referral is submitted

An accepted DBR77 Partner may submit an opportunity through the DBR77 referral process.

A referral should include, as far as reasonably available:

- company/account;
- plant, site or business unit;
- relevant contact/person;
- Partner’s relationship to the company/person;
- business problem or opportunity;
- timing information;
- whether the Partner can make a direct introduction;
- estimated project value, if known.

Every submission receives a unique **Referral ID** and timestamp.

Submitting a company does **not** automatically create commission rights. Protection and commission eligibility begin only after DBR77 issues written referral acceptance.

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8. Referral review statuses

DBR77 may classify a referral as:

ACCEPTED - NEW

DBR77 does not have an active sales process for the specific opportunity and accepts the Partner as the source of that opportunity.

ACCEPTED - REACTIVATION

DBR77 knows the account or has historical activity, but the specific opportunity is dormant and the Partner materially reopens the process.

ACCEPTED - ASSISTED

DBR77 already has an active opportunity, but the Partner can add material new value, such as decision-maker access, executive sponsorship or help overcoming a major blocker. A share of the existing 10% pool may be allocated to the Partner.

ALREADY ACTIVE

DBR77 is already actively pursuing the same opportunity and the submitted referral does not add material new contribution.

REJECTED

The referral does not meet program requirements, cannot be verified, creates a compliance issue, duplicates an existing protected referral or is otherwise not accepted by DBR77.

DBR77 should provide a reason for non-acceptance where commercially appropriate.

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9. A company in the DBR77 CRM can still qualify

The fact that a company or contact already exists in the DBR77 CRM does not automatically make the opportunity ineligible.

DBR77 reviews the **specific opportunity**, not only the account name.

A historical contact, old email exchange, newsletter subscription, trade-show contact, LinkedIn connection or cold outreach without an active buying process does not by itself block a Partner referral.

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10. Definition of an Active Opportunity

For the standard program, an opportunity is considered **Active** when all of the following are present:

1. a concrete business need, project or buying situation has been identified;
2. a real buying contact or buying committee has been identified;
3. meaningful two-way sales interaction has occurred within the previous 90 days; and
4. the opportunity has an active DBR77 owner and remains open in the DBR77 sales process.

DBR77 may use reasonable judgment where enterprise buying cycles require a different interpretation.

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11. Opportunity ownership - not company ownership

A Partner does not gain permanent ownership of an entire corporation, group or market simply by submitting a company name.

Referral protection applies to the specific accepted opportunity, which may be defined by factors such as:

- account/company;
- plant, site or business unit;
- business problem/use case;
- buying process;
- relevant contacts.

A new plant, unrelated project, separate buying process or materially different use case may be treated as a new opportunity and may be submitted separately.

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12. Standard referral protection period

The standard protection period for an accepted referral is **12 months from the Referral Acceptance Date**.

If a genuine active sales process is still underway when that period expires, protection normally

continues until the opportunity is closed won or closed lost.

The specific Referral Acceptance Confirmation is the authoritative record and may state a different protection period where agreed by DBR77 and the Partner.

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13. Standard commission period

For a sourced referral, the standard commission period is **12 months from the first qualifying customer payment** for the accepted opportunity.

During that period, eligible revenue may include:

- the original accepted scope;
- approved extensions directly connected with the same opportunity;
- change orders connected with the same project.

It does not automatically include:

- an unrelated project;
- a separate plant or site;
- a different group company;
- a materially different use case or buying decision.

Those may be submitted as new opportunities.

For recurring software or service revenue, the standard 10% applies to Eligible Collected Revenue received during the applicable commission period unless DBR77 confirms different terms for the opportunity in writing.

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14. Multiple Partners and contribution allocation

The Partner Commission Pool belongs to the opportunity, not automatically to one person.

Examples of material contribution include:

- introducing the target account;
- introducing a decision maker;
- identifying the real business need;
- creating internal access;
- acting as an active internal/external champion;
- helping overcome a material sales objection;
- helping secure board/budget approval;
- materially supporting procurement or legal progress.

Where several Partners contribute, DBR77 records the allocation of the 10% pool before payout.

Example:

- Eligible customer payment: EUR 200,000
- Partner Commission Pool: EUR 20,000
- Partner A allocation: 70% -> EUR 14,000
- Partner B allocation: 30% -> EUR 6,000

The pool remains EUR 20,000; it does not become EUR 40,000.

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15. Duplicate referrals and priority

If more than one Partner submits the same opportunity, priority is based on the **first valid referral accepted by DBR77**, not simply the earliest low-information submission.

Partners may not reserve markets by bulk-submitting company names, industries, countries or corporate groups without a credible relationship and opportunity context.

A later Partner may still receive an allocation if that Partner provides a distinct and material contribution to the same opportunity and DBR77 accepts that contribution in writing.

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16. Potential commission estimates

After a referral is accepted and DBR77 has enough information, DBR77 may provide:

- estimated opportunity value;
- confirmed standard commission rate;
- current Partner allocation of the pool;
- estimated potential commission.

Any such estimate is indicative only. Final commission is calculated from Eligible Collected Revenue actually received by DBR77 and the final confirmed contribution allocation.

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17. Payment timing

Commission becomes earned when DBR77 receives the qualifying customer payment, subject to:

- final attribution/allocation;
- compliance approval;
- receipt of any required invoice, tax, identity and banking documentation.

The standard target payout cycle is within **30 days after the end of the month** in which the qualifying customer payment was received, provided all required documents and approvals are complete.

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18. Refunds, reversals and non-payment

Amounts not received by DBR77 do not generate commission.

If a qualifying customer payment is later refunded, reversed or cancelled, the corresponding commission may be cancelled, offset against future Partner payments or recovered where appropriate.

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19. Referral commission and delivery work are separate

Partner commission rewards business origination and sales contribution.

A DBR77 Partner may also have implementation, integration, consulting, development, installation or other delivery capabilities. If DBR77 chooses to engage the Partner for such work, it is governed by a separate commercial agreement and separate compensation.

Participation in the Partner Program does not automatically create a right to perform project delivery.

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20. Compliance and conflicts of interest

A Partner must be legally and contractually permitted to participate in the program and receive compensation.

A Partner must disclose material conflicts of interest.

Additional review may be required where the Partner:

- is employed by the referred customer;
- participates in the customer’s procurement or buying decision;
- is a public official;
- is connected with a government or state-owned enterprise;
- is subject to employer or professional restrictions on referral compensation.

DBR77 may refuse, suspend or withhold compensation where required by law, sanctions, anti-corruption standards, customer policy or unresolved compliance concerns.

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21. Anti-bribery and ethical conduct

The program does not permit:

- bribery;
- kickbacks;
- hidden payments to customer decision makers;
- improper inducements;

- compensation for recruiting additional DBR77 Partners;
- fraudulent or fabricated referrals;
- false claims about relationships or influence.

Serious misconduct may result in immediate termination and loss of commission eligibility to the extent permitted by applicable law and agreement.

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22. Independent Partner status

Unless DBR77 gives specific written authorization, a DBR77 Partner may not:

- sign contracts on behalf of DBR77;
- bind DBR77 commercially;
- set final DBR77 pricing;
- guarantee product functionality or delivery dates;
- offer unauthorized discounts;
- present themselves as a DBR77 employee.

The Partner acts as an independent business partner.

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23. Taxes and documentation

Partners are responsible for their own tax obligations.

Before payment, DBR77 may require appropriate documentation, including invoices, tax forms, identity/company verification and bank details.

Requirements may vary by country.

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24. Partner Acceptance Confirmation

A Partner is formally admitted to the program when DBR77 issues written **DBR77 Partner Acceptance Confirmation**.

The confirmation should include:

- Partner name;
- Partner ID;
- effective date;
- Program Rules version;
- standard commission rate;
- link or access method for submitting opportunities;
- DBR77 partner-program contact.

A generic application receipt is not Partner acceptance.

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25. Referral Acceptance Confirmation

Each accepted referral should receive a written **Referral Acceptance Confirmation** containing at least:

- Referral ID;
- Partner ID/name;
- company/account;
- plant/business unit where relevant;
- contact/buying role where relevant;
- accepted business problem/use case;
- classification: NEW / REACTIVATION / ASSISTED;
- acceptance date;
- protection period;
- commission rate;
- commission basis;
- current Partner allocation of the commission pool;
- estimated opportunity value/potential commission where available;

- DBR77 opportunity owner;
- expected next action.

The Referral Acceptance Confirmation is the authoritative commercial record for that referral unless amended in writing.

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26. Disputes

A Partner should raise a dispute concerning rejection, attribution or commission calculation within **30 days** of receiving the relevant decision or statement.

DBR77 may review CRM history, timestamps, introductions, communications and other evidence to determine the outcome.

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27. Changes to the program

DBR77 may update the Program Rules for future referrals.

As a standard fair-play principle, the commercial terms of an already accepted referral remain governed by the version in force when that referral was accepted, unless DBR77 and the Partner agree otherwise in writing or a change is required by law/compliance.

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28. Termination

A Partner may leave the program, and DBR77 may suspend or terminate participation.

Unless termination results from fraud, bribery, material misrepresentation, sanctions or another serious breach, previously accepted referrals normally continue under their confirmed terms.

Quick summary

Apply -> Get accepted -> Submit a real opportunity -> Receive written referral acceptance -> Make the introduction / help the sale -> DBR77 closes and delivers -> Customer pays DBR77 -> 10% Partner Commission Pool is generated -> Attribution/compliance is confirmed -> Partner gets paid.

The purpose of the program is simple: create a transparent, measurable and commercially fair way for trusted relationships to help real industrial projects happen.
