



Kuhlekt SaaS Performance Guarantee

This Performance Guarantee ("Guarantee") is issued by Kuhlekt ("Kuhlekt" or "Service Provider") to its customer ("Customer") for the performance of the Kuhlekt SaaS platform ("Platform").

1. Guarantee Commitment

Kuhlekt guarantees a 20% reduction in Days Sales Outstanding (DSO) within six (6) months of the Platform's deployment ("Guarantee Period"), subject to the fulfillment of the conditions set forth in this Guarantee.

2. Conditions for Guarantee Validity

The Guarantee is contingent upon the following conditions being met by the Customer:

2.1 Daily Dunning: The Customer must ensure daily execution of dunning activities through the Platform.

2.2 Weekly Statements: The Customer must send weekly statements to debtors using the Platform.

2.3 Debtor Inclusion: At least 80% of the Customer's debtors with balances must be included in the dunning processes managed through the Platform.

2.4 Timely Activities: All activities, including follow-ups and escalations, must be completed on time as defined by the workflows in the Platform.

2.5 Portal Deployment: The Customer must have successfully deployed the Customer Portal provided by Kuhlekt.

2.6 Invoice Validity: All invoices issued by Kuhlekt to the Customer must be paid in full and must not be under dispute or subject to claims of invalidity.

3. Penalty for Non-Performance

In the event that Kuhlekt fails to deliver the guaranteed 20% reduction in DSO within the Guarantee Period, and all the conditions set forth in Section 2 have been met, the following penalties will apply:

3.1 Refund of Setup Costs: Kuhlekt will refund 100% of the setup costs paid by the Customer.

3.2 Data Return and Environment Deletion: Kuhlekt will securely return all data provided by the Customer and permanently delete the Customer's environment from its systems, in compliance with applicable data protection regulations.

4. Exclusions and Limitations

This Guarantee does not apply in the following circumstances:

4.1 If the Customer fails to meet any of the conditions specified in Section 2.

4.2 If external factors outside Kuhlekt's control, such as changes in market conditions, legal disputes regarding invoices, or third-party interference, prevent achievement of the guaranteed reduction in DSO.

4.3 If the Customer's data is inaccurate, incomplete, or not properly integrated into the Platform.

5. Procedure for Claiming the Guarantee

To claim a penalty under this Guarantee, the Customer must:

5.1 Notify Kuhlekt in writing within thirty (30) days of the end of the Guarantee Period, providing evidence of compliance with the conditions outlined in Section 2.

5.2 Allow Kuhlekt thirty (30) days to review and verify the claim.

5.3 Cooperate with Kuhlekt in providing any additional information or documentation required to process the claim.

6. General Provisions

6.1 Amendments: This Guarantee may not be amended or modified except in writing signed by both parties.

6.2 Governing Law: This Guarantee shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.



6.3 Entire Agreement: This Guarantee constitutes the entire agreement between the parties with respect to the performance guarantee and supersedes all prior agreements and understandings.

By signing below, both parties acknowledge their acceptance of the terms of this Guarantee.

Kuhlekt

Authorized Representative: _____

Date: _____

Customer

Authorized Representative: _____

Date: _____