

REFERRAL AGREEMENT

Please read the following carefully before accepting this Referral Agreement (“**Agreement**”). By signing this Agreement or clicking “I agree”, “accept”, or a similar button, you acknowledge that you, on your own behalf as an individual and on behalf of your employer, organization, or another legal entity (collectively “**Partner**”, “**you**”, or “**your**”), have read and understood, and agree to comply with the terms and conditions under this Agreement (the date of such occurrence being the “**Effective Date**”), and are entering into a binding legal agreement with **PayEm, Inc.**, a Delaware corporation (“**Company**”). Company and Partner shall each be referred to hereinafter as a “**Party**” and collectively as the “**Parties**”. If you are entering into this Agreement on behalf of your employer, organization, or other legal entity, you hereby represent that you have full authority to bind said employer, organization, or other legal entity to this Agreement. If you do not agree to comply with and be bound by this Agreement or do not have authority to bind your employer, organization, or other legal entity, please do not accept this Agreement. You hereby waive any applicable rights to require original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

WHEREAS, the Company offers a powerful combination of dynamic payment cards (“**Card Services**”) and a smart payment platform designed for company leaders to instantly approve, track, and manage vendors, subscriptions and purchase requests in an instant (“**SaaS Services**” and together with the Card Services, the “**Company Products**”);

WHEREAS, Company wishes to engage the Partner, on a non-exclusive basis, for the purposes of referring Approved Potential Customers (as defined below) of the Company Products to the Company, assisting in negotiations with the Approved Potential Customers, and handling their ongoing business with the Company, all as further detailed in this Agreement (collectively, “**Referral Services**”); and

WHEREAS, the Partner agrees to provide such services to the Company, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and agreements hereinafter contained, the Parties mutually agree as follows:

1. The Referral Services

- 1.1 Appointment. The Company hereby appoints the Partner, on a non-exclusive basis, to provide the Referral Services to the Company during the Term (as defined below), and the Partner accepts such appointment, on the terms and conditions set forth herein.

1.2 Referred Customer

1.2.1 During the Term, the Partner shall identify persons, corporations or any other entity with which Company is not currently engaged ("**Potential Customers**") and shall furnish Company with a list of such Potential Customers, detailing their field of business, expertise and any other information reasonably requested by Company.

1.2.2 The Company shall have the sole and absolute discretion to enter into, or refrain from entering into any agreement or transaction of any kind with any Approved Potential Customer. Any such agreement or transaction shall be entered into directly between the Company and any relevant Approved Potential Customer.

1.2.3 Any Approved Potential Customer who has registered either to the Card Services or to the SaaS Services ("**Referred Customers**") within 6 months as of the date on which such Approved Potential Customer was approved in writing by Company, shall qualify the Partner to the compensation hereunder. Notwithstanding anything to the contrary, in the event that an Approved Potential Customer has not registered to any Company Product within such 6 months period, such Approved Potential Customer shall no longer be deemed as an Approved Potential Customer, with no further act by either party, and Company shall be entitled to approach such Approved Potential Customer with no obligation towards Partner.

1.3 Ownership and Intellectual Property Rights. Company is, and shall be, the sole and exclusive owner of all rights, title, and interest, including any intellectual property rights evidenced by or embodied in, attached to, connected with, and/or related to: (a) the Company Products and all related intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing. The Partner shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company with the ownership rights set forth in this Section.

2. Reports

Within 30 days of the end of each calendar quarter during the Term, the Company will provide the Partner with a report detailing: (a) the number of Referred Customers registered in the previous calendar quarter; and (b) the calculation of the Compensation (as defined below) payable to the Partner with respect to such calendar quarter ("**Quarterly Report**"). The Partner shall have 10 days to dispute a Quarterly Report by submitting its reasons for dispute in writing to Company. If the Partner disputes a Quarterly Report, then the Parties shall discuss in good faith to resolve any such dispute regarding the differences in the Parties' calculations of the Compensation.

3. Partner's Representations and Warranties

- 3.1 The Partner represents and warrants that the Partner is free to provide the Company with the Referral Services, upon the terms contained in this Agreement, and there are no legal, commercial or contractual restrictions preventing the Partner from fully performing all duties hereunder.
- 3.2 The Partner represents and warrants that it has, and will have, throughout the Term, all approvals, permits and licenses required pursuant to any law to provide the Referral Services in accordance with this Agreement.
- 3.3 The Partner represents and warrants that in carrying out the Partner's obligations under this Agreement, the Partner: (a) shall not make any statements or representations that are in any way inconsistent with the information as provided by the Company; (b) has no authority to make any negotiations, promises, representations, warranties, commitments, undertakings or obligations in the name of or on behalf of the Company; and (c) will not present itself as having any such powers or authorities.
- 3.4 The Partner represents and warrants that the Referral Services shall be provided solely by the Partner. The Partner may subcontract or otherwise delegate performance of any Referral Services subject to the Company's prior written consent and that no further payment or other considerations whatsoever will be applicable or payable to such subcontractors. The Partner will remain fully liable to Company for the performance and activities of its subcontractors (to the extent approved by Company) in relation to the Referral Services and this Agreement.

- 3.5 The Partner represents and warrants that in performance of the Referral Services, the Partner shall comply with: (a) all applicable laws and regulations; and (b) any of the Company's policies or rules relating to marketing of the Company Products which the Company may adopt and inform the Partner thereof during the Term.

4. Indemnification

- 4.1 Without derogating from any other remedy available to the Company according to law, the Partner agrees to defend, indemnify and hold harmless the Company and any of its affiliates, any director, officer, or employee of the Company or any of its affiliates (hereinafter collectively referred to as "**Indemnified Parties**"), to the full extent lawful, from and against all losses, expenses (including reasonable legal fees), claims or proceedings, related to or arising out of the performance of the Partner under this Agreement, that are caused in whole or in part by the Partner's negligent act or omission, or that of anyone employed by the Partner, or the breach of or failure to comply with any provision of this Agreement.
- 4.2 The Company agrees to defend, indemnify and hold harmless the Partner, to the full extent lawful, from and against all losses, expenses (including reasonable legal fees), claims or proceedings, related to or arising out of any claim by a Referred Customer relating to the Company Products, solely insofar as the claim arises out of the Company's negligence or willful misconduct.
- 4.3 The Indemnified Party shall: (i) give the indemnifying Party prompt written notice of any such claim made against it; (ii) grant the indemnifying Party sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, except that the indemnifying Party will not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval, such approval shall not be unreasonably withheld, delayed or conditioned; (iii) at the indemnifying Party's expense, provide such information and assistance in the defense of such claim as reasonably requested by the indemnifying Party; and (iv) not make any public statement related to the claim during its pendency, absent the indemnifying Party's prior written consent, or prejudice to the indemnifying Party's defense of the claim.

5. Consideration

- 5.1 During the Term, in consideration for providing the Referral Services, the Company shall provide the Partner with the compensation set forth in Exhibit A (the “**Compensation**”).
- 5.2 During the Term, the Partner shall issue an invoice for each quarter to the Company on the basis of the relevant Quarterly Reports for such calendar quarter. Within 30 days of receipt of an invoice, the Company shall pay the monetary Compensation set forth in such invoice. Payments of monetary compensation shall be made in US Dollars, unless otherwise agreed by the Parties. The Compensation is exclusive of any and all taxes, levies, duties or similar governmental taxes (collectively, “**Taxes**”).
- 5.3 If a Referred Customer cancels its subscription with the Company (including in the case of a cancelation which is later renewed), such canceled Referred Customer shall not entitle the Partner to any Compensation therefore. If Company has already paid the Partner Compensation for such canceled Referred Customer, the Partner shall refund Company the full amount paid to Partner (alternatively, Company may offset such amount from future Compensation, if any, at its sole discretion).
- 5.4 The Compensation provided pursuant to the terms and conditions of this Agreement shall constitute the full and complete consideration due to the Partner in respect to the fulfillment of the Partner's undertakings hereunder, and includes full compensation and reimbursement for all obligations, expenses, charges and costs of whatever nature incurred or to be incurred by the Partner.

6. Term

- 6.1 Term. The term of this Agreement shall commence as of the Effective Date and shall remain in effect for a period of 12 months (“**Initial Term**”). Thereafter, this Agreement shall automatically renew for additional consecutive periods of 12 months (each a “**Renewal Term**”, together with the Initial Term , the “**Term**”) unless either Party provides the other Party with written notice of its intent not to renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term.
- 6.2 Termination for Convenience. Either Party may terminate this Agreement at any time, for any reason, by giving the other Party 30 days’ advanced written notice.
- 6.3 Termination for Breach. The Company may terminate this Agreement at any time by giving written notice to the Partner, if the Partner is in breach or default of any material provision of this Agreement, and the Partner fails to cure the breach or default within 5 days of receiving notice from the Company specifying details of the breach or default and requiring the such breach or default to be remedied.
- 6.4 Termination due to Insolvency. This Agreement may be terminated by either Party upon written notice to the other Party if: (a) a receiver is appointed for either such other Party or its property; (b) the other Party makes an assignment for the benefit of its creditors; (c) any proceedings are commenced by, for, or against the other Party under any bankruptcy, insolvency, or debtor’s relief law for the purpose of seeking a reorganization of such Party’s debts, and such proceeding is not dismissed within 30 days of its commencement; or (d) the other Party is liquidated or dissolved.
- 6.5 Consequences of Termination. In the event that the Company terminates this Agreement pursuant to Sections 6.1 or 6.2, the Company’s obligation to provide the Compensation shall survive the termination of this Agreement for a period of 12 months following the termination of this Agreement. If this Agreement is terminated for any other reason, then the Partner shall not be entitled to any Compensation as of the termination date.

7. Confidentiality

- 7.1 In the course and in the framework of providing the Referral Services, the Partner may be exposed or have access, either directly or indirectly, to private, confidential or proprietary information related to the Company, its business, its products or its technology, whether in writing, orally or by inspection of tangible objects (collectively, "**Confidential Information**").
- 7.2 The Partner acknowledges that the Company is and shall remain at all times the sole owner and proprietor of all Confidential Information, and that the Confidential Information is of a highly secret and confidential nature.
- 7.3 The Partner agrees not to use Confidential Information for any purpose other than to render the Referral Services as provided under this Agreement, or as otherwise authorized in writing by the Company.
- 7.4 The Partner undertakes to maintain the Confidential Information in strict confidence at all times and not to disclose or make available the Confidential Information or allow its exposure or disclosure, directly or indirectly, in whole or in part, to any person or entity, except to persons working on its behalf, and then solely for the purposes hereof and on a need-to-know basis, and provided that such persons working on its behalf to whom the Confidential Information is intended to be disclosed, shall execute, prior to such disclosure, a written undertaking similar in content to, and in any event no less restrictive than, the undertakings set forth in this Section 7. The Partner shall be responsible for any breach of such confidentiality obligations hereunder by any person working on its behalf. In performing its duties and obligations hereunder, the Partner agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care.
- 7.5 The Partner shall be relieved of its confidentiality undertakings under this Section 7 only with respect to Confidential Information which: (a) has clearly become generally available to the public, other than as a direct or indirect result of any action or failure to act by the Partner, its employees or person acting on its behalf; (b) has been demonstrably and rightfully obtained by the Partner from a third party without restriction as to disclosure, or has been approved for release by written authorization of the Company;

or (c) must be disclosed pursuant to a court order, and then provided that the Partner: (i) first provides the Company with prior written notice and a reasonable opportunity to oppose such disclosure; (ii) reasonably cooperates with the Company in the Company's efforts to limit disclosure; and (iii) such disclosure is made only to the extent and solely to the recipient legally required.

- 7.6 Upon the expiration or termination of this Agreement, the Partner shall promptly destroy or deliver to the Company all sales and other literature then in its possession and all written materials, which contain Confidential Information, without retaining copies thereof, and shall confirm in writing to the Company that any and all Confidential Information not returned to the Company has been destroyed.
- 7.7 Partner hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Company that may be difficult to ascertain. Accordingly, the Partner agrees that the Company, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief, in any competent jurisdiction, to enforce obligations under this Agreement without the necessity of proving actual damages, posting bond or making any undertaking in connection therewith.

8. Miscellaneous

- 8.1 Notices. All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by email or facsimile transmission with written confirmation of receipt and a copy by mail, addressed to the address set forth below or to such other address as any Party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email or facsimile transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given 3 calendar days after posting.

If to Partner:

Details as provided under the online registration form submitted by Partner
("Partnership agreement signup page").

If to Company:

PayEm, Inc.

Attn: Legal Department

Email: [support@payemcard.com]

8.2 Assignment. Neither Party may assign its rights or obligations hereunder without the other Party's prior written consent; provided that the Company may assign this Agreement to its affiliate or in connection with a merger transaction, change of control, a sale of all or substantially all of its assets or shares, or any similar transaction of Company. Any attempted assignment in contrast to the foregoing will be void and of no effect.

8.3 Severability. Should any part of this Agreement be declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the Parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

8.4 Waiver. Any waiver of any right or default hereunder shall be effective only if made in writing and in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion. No waiver by either Party of any breach or series of breaches or defaults in performance by the other Party, and no failure, refusal or neglect of either Party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of either Party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver by either Party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

8.5 Entire Agreement. This Agreement, including any Exhibits attached hereto and the Online Registration Form, constitute the entire agreement between the Company and the Partner with regard to the subject matter hereof, and supersedes any previous agreements or representations, either oral or written with respect to the subject matter of this Agreement.

8.6 Relationship. The Parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall create a principal-agent, partner, or other relationship between the Parties for any purpose or in any sense whatsoever, nor create any form of joint enterprise whatsoever between the Parties. Neither Party shall bind or attempt to bind the other Party, or represent that the other Party is bound, to any agreement, commitment or understanding without such Party's express written consent given in advance, and any attempt to do so shall be null and void.

8.7 Governing Law; Jurisdiction. The validity, performance and construction of this Agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of New York, without regard to its conflict of laws provisions, and the Parties submit to the exclusive jurisdiction of the courts in New York City.

8.8 Modifications. Company reserves the right, at its discretion, to change the terms of this Agreement at any time. Such a change will be effective 10 days following Company sending a notice thereof to Partner or posting the revised Agreement on Company's website or platform, and Partner's continued provision of the Referral Services thereafter means that Partner has accepted those changes.

PayEm, Inc.

All Rights Reserved

Last Updated: Sept, 2025

EXHIBIT A

Compensation

Definitions.

A. “**Total Transaction Volume**” or “**TPV**” refers to the aggregate monetary amount of all transactions made by a Referred Customer through its use of the PayEm Cards (subject to Section 5.3 of the Agreement), less any amounts refunded or reimbursed to such Referred Customer in accordance with the Company’s refund policy, as amended from time to time at Company’s sole discretion.

In consideration for the Referral Services provided, the Company shall pay the Partner as follows:

1. The Partner reserves the exclusive right to determine on the referral landing page how the cashback rate is divided between itself and the referred customer. This cashback rate will be reflected on the referred customer’s statement issued by the Company.
2. At the end of each quarter, the Partner will receive a 1.5% cashback rate on USD transactions made with U.S. merchants. This rate will match the one provided by the Partner on the referral landing page, based on the applicable percentage of cashback, determined by the monthly TPV generated by each referred customer.
3. Cashback rates are subject to periodic review and change, at the Company’s sole discretion.