

## THE WALLET GROUP, INC.

### REFERRAL PARTNER AGREEMENT

This REFERRAL PARTNER AGREEMENT (the “**Agreement**”) is entered into as of the date set forth on the signature page hereto (“**Effective Date**”) by and between The Wallet Group, Inc., a Delaware corporation (“**TWG**”), and the referral RP entity named on the signature page of this Agreement (referred to herein as “**RP**”). TWG and RP are sometimes collectively referred to herein as the “**Parties**”, and each, individually, as a “**Party**.”

**WHEREAS**, TWG is a provider of the TWG Products (defined below); and

**WHEREAS**, the Parties wish to enter into this Agreement for RP to provide leads and referrals for Prospects (defined below) to TWG in consideration of the Referral Fees (defined below) payable by TWG to RP upon the closing of a Qualified Sale.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, intending to be legally bound, TWG and RP hereby agree as follows:

1. **Definitions.** The following definitions shall apply to this Agreement:
  - (a) “**Commission**” means the amount paid to RP for each referral made by RP resulting in a Qualified Sale.
  - (b) “**Confidential Information**” means all non-public information of TWG, whether written, visual or otherwise, that is disclosed by TWG to RP under this Agreement, that the RP knows or reasonably should know is considered confidential by TWG.
  - (c) “**Direct Referral**” means a referral where RP directly refers a Prospect that becomes a Referred Customer. “**Indirect Referral**” means a referral where RP refers another RP that TWG has accepted into the program (a “**Referred RP**”), and that Referred RP then directly refers a Prospect that becomes a Referred Customer.
  - (d) “**Referred Customer**” means a Prospect referred by RP which becomes a customer of TWG upon the closing of a Qualified Sale.
  - (e) “**TWG Products**” means a software product, or associated service, that is owned and provided by TWG to its customers, including, without limitation, the Software.
  - (f) “**Intellectual Property**” means all vested and future rights related to goodwill, copyright, trademarks, logos, service marks, models, diagrams, source and object code, data and processes, design rights, patents, know-how, trade secrets, inventions, and any applications or registrations and all renewals or extensions thereof.
  - (g) “**Qualified Sale**” means the sale of TWG Products to a Prospect, which such sale was the direct result of the referral of such Prospect by RP.
  - (h) “**Referral Fees**” shall have the meaning set forth in Section 11 below.
  - (i) “**Software**” means TWG’s digital pass technology for seamless integration with digital mobile wallets for smartphones.

- (j) **“Service”** means maintenance, implementation, training, configuration, professional services, the provision of a response to problems by telephone, email or chat, or other services related to the Software.

2. **Prospects Referrals.** Throughout the term of this Agreement, RP may, in its sole discretion, endorse and promote TWG and the TWG Products to potential and prospective customers (“**Prospects**”) and may, but shall not be obligated to, refer and forward Prospects to TWG. Introductions of Prospects may be by email, telephone conference call and/or by an in-person meeting. This Agreement describes the terms of a nonexclusive, cooperative referral relationship under which RP may independently and without obligation engage in activities to refer respective Prospects to TWG.

3. **Non-Exclusivity.** This Agreement does not grant exclusive rights to RP to act as referrer on behalf of TWG, and RP shall have no rights under any other agreements entered into with other persons referring business to TWG.

4. **Intellectual Property Rights.** TWG retains ownership rights in and to its own Intellectual Property, including, without limitation, its trademarks, service marks, trade dress, copyrights, patents, trade secrets, advertising, and any associated goodwill, whether presently existing or later developed, and this Agreement shall not be construed to grant any ownership, or interest, in a Party’s Intellectual Property to the other Party except as otherwise expressly set forth below. Any Intellectual Property that is developed jointly between the Parties shall be owned by TWG. RP shall not modify, distribute, transfer, reverse engineer, decompile or disassemble the TWG Products. TWG reserves all rights not expressly granted hereunder. There are no implied rights. RP will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the TWG Products.

5. **Trademarks; License.** TWG shall retain all right, title and interest in and to the trademarks, service marks or trade names owned by TWG (all of the aforementioned being referred to respectively as “**Marks**”). TWG hereby grants to RP a non-exclusive, non-transferable, royalty-free license to display the Marks to advertise the applicable TWG Products, subject to the terms of this Agreement. RP shall not acquire any rights of ownership to any copyrights, patents, trade secrets, trademarks or other intellectual property of TWG. On termination, RP will cease using any materials that bear the Marks.

6. **Promotional Materials.** Advertising, promotional materials (including all web pages, packaging, and displays) and catalogs that include or refer to the Marks in connection with referrals of TWG Products, and all display and presentations that include the Marks (all of the foregoing being hereinafter collectively referred to as “**Promotional Materials**”) is subject to TWG’s prior written approval. RP shall submit a pre-production sample of any proposed Promotional Materials bearing the Marks to TWG for its approval prior to use thereof. The Parties agree that upon receipt of a pre-production sample, TWG shall either approve or reject the request within five (5) business days of the date of receipt of such pre-production sample.

7. **Compliance with Law and Taxes.** Each Party agrees to comply with all statutes, laws, ordinances, rules, regulations and any other governmental authority in connection with the advertising, promotion, marketing and sale of the TWG Products.

8. **Responsibilities.** RP shall make reasonable efforts, in its sole discretion, to promote to its own customers, or other third-parties within RP’s professional network as Prospects for TWG Products. RP shall refer all Prospects to TWG in the manner requested by TWG. TWG shall be responsible to contact and validate a Prospect, and may, for any or no reason, accept or reject any Prospect in its sole discretion. RP makes no representations or warranties about the credibility or suitability of any Prospect introduced to TWG, and TWG, nor any of its directors, officers or shareholders, should not in any way rely on RP to perform any due diligence with respect to the credibility or suitability of any Prospect.

9. **Representations and Warranties.** RP represents and warrants that it shall (i) avoid deceptive, misleading or unethical practices that are or might be detrimental to TWG; (ii) make no false or misleading representations with regard to the TWG Products; and (iii) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the TWG Products.

10. **Referral Fees.** Applicable Referral Fees are as set forth in Appendix A attached hereto.

(a) **Resolution of Conflicts.** RP acknowledges that TWG has or may have referral relationships with other third-party referral sources (“**Third-Party Source(s)**”). For a period of no more than thirty (30) days following the date of the closing of a Qualified Sale to a Referred Customer, if one or more Third-Party Sources claim to be entitled to all or a portion of the Referral Fees from such Qualified Sale (an “**Origination Claim**”), the applicable earned Referral Fees payable hereunder shall be apportioned between (i) the Third-Party Source(s) making such claim (upon verification), and (ii) RP. Such apportionment shall be determined by TWG in its sole and absolute discretion. TWG shall make reasonable efforts to verify the authenticity of any Origination Claim made by a Third-Party Source, and shall consult with all relevant parties regarding any apportionment. The final decision by TWG regarding any such apportionment of a Referral Fee that is due and payable hereunder shall be binding and final. **TWG’s determination shall be final and binding.**

(b) **Survival and Limitations.** TWG’s obligation to pay Referral Fees shall survive the termination or expiration of this Agreement until payment has been made for the last applicable Qualified Sale during the Term. For each Referred Customer, TWG shall not have an obligation to pay to RP an amount greater than the monthly Referral Fees attributable to such Referred Customer.

11. **Restrictive Covenants.**

(a) **Non-Solicitation.** During the Term and for a period of one (1) year following the termination of this Agreement, RP agrees that it will not (a) directly or indirectly induce any employee of TWG to terminate or adversely alter his or her relationship with TWG, or (b) induce any supplier, content provider, vendor, consultant or independent contractor of TWG to terminate or adversely alter his, her or its relationship with TWG. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time, over too great a range of activities, or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities, or geographic area as to which it may be enforceable.

(b) **Non-Disparagement.** Each Party agrees that it shall not, directly or indirectly, disparage, whether or not truthfully, the name, reputation, or Service Offerings of the other Party, or any of the other Party’s employees, officers, contractors, agents or other representatives.

12. **Confidentiality.** RP agrees to maintain in confidence all Confidential Information. Confidential Information includes the terms and conditions of this Agreement and all payment reports delivered pursuant to this Agreement. RP, as the receiving Party, agrees that it shall not use TWG’s Confidential Information other than as necessary to perform this Agreement or exercise its rights hereunder, and further agrees that it shall not disclose or make available TWG’s Confidential Information to any person or entity, except as a necessary part of performing its obligations hereunder, and shall take all reasonable steps to prevent unauthorized disclosure or use of TWG’s Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. RP shall not disclose Confidential Information of TWG to any person or entity other than its employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into written confidentiality agreements with RP under terms sufficient to enable it to comply with its confidentiality obligations under this Agreement. RP shall immediately give notice to TWG of any unauthorized use or disclosure of TWG’s Confidential Information. TWG agrees to assist RP in remedying the unauthorized use or disclosure of its Confidential Information.

13. **No Reverse Engineering.** RP agrees not to copy, distribute, modify, display, de-compile, disassemble or reverse-engineer the TWG Products, or otherwise combine or merge them with any other product, service or materials, or attempt to derive the source code or underlying ideas, inventions or algorithms for the foregoing.

14. **Term & Termination.** This Agreement is effective as of the Effective Date and will remain in effect for a period of one (1) year following the Effective Date (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one (1) year terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). Either Party may terminate this Agreement at any time and for any reason (or no reason) by providing thirty (10) days’ advance written notice to the other Party. Notwithstanding the foregoing, either Party may terminate this Agreement effective immediately upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within ten (10) days following such written notice specifying the breach.

15. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS, AND DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL TWG (I) BE LIABLE TO RP FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES; OR (II) BE LIABLE TO RP UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF REFERRAL FEES PAID TO RP IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR-TO THE DATE OF THE UNDERLYING CLAIM OR CAUSE OF ACTION.

16. **Indemnity.** Each Party shall indemnify, defend and hold the other Party, and its respective officers, directors, employees, successors, assigns, consultants and agents, harmless from any third Party claim, liability, loss, cost, damage, or expense (including reasonable attorneys’ fees) arising from or related to (i) negligent acts or omissions by, or any willful misconduct on the part of, the indemnifying Party; (ii) the indemnifying Party’s failure to comply with any applicable federal, state, or local law, (iii) the indemnifying Party’s material breach of this Agreement, and (iv) infringement of a third Party’s intellectual property rights by the indemnifying Party.

17. **No Warranty.** Except as otherwise specified in this Agreement, TWG makes no representation or warranty, expressed or implied, regarding information provided or any other matter including, without limitation, warranties of merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any products, solutions, or services provided under this Agreement. All information provided by TWG, including, without limitation, any Confidential Information, is provided “AS IS” and TWG makes no representation or warranty as to the accuracy or completeness of such information. TWG does not make any representation, warranty, disclaimer or other disclosure regarding its products, solutions or services, other than those that are (a) expressly agreed in writing; (b) made in the applicable customer agreement or solution documentation relating to applicable products, solutions or services; or (c) made in TWG’s published marketing materials or posted on TWG’s website.

18. **Relationship of Parties.** RP is an independent contractor and is not, and shall not represent itself as an employee, agent, joint venturer or partner of TWG. RP has no authority to, and shall not, bind TWG in any manner or make any representations or commitments on behalf of TWG. RP is responsible for all its own financial responsibilities, including but not limited to reporting applicable taxes on remuneration received from TWG, if any. This Agreement is non-exclusive and shall not in any way prohibit TWG from entering into similar arrangements with any other third-party.

19. **No Access to Client Information.** TWG shall have no obligation to provide RP with any non-public, confidential, or proprietary information of TWG or its clients. RP shall not request, access, use, or retain any TWG client information in the course of performing under this Agreement, except as expressly authorized in writing by TWG.

20. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding its conflicts of law principles.

21. **Dispute Resolution.** The Parties shall first attempt to resolve all disputes through informal means. This may include meetings / discussions internally between the Parties, or any other procedures upon which the Parties mutually agree. Each Party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with other Party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute, including, without limitation, mediation or arbitration.

22. **Assignment.** The Agreement may not be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each Party may assign or transfer this Agreement without the other Party's prior written consent in connection with the sale of all, or substantially all, of such Party's assets.

23. **Entire Agreement & Amendments.** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the Parties. TWG may update or amend the Referral Program terms, including without limitation the Referral Fee schedule in Appendix A, upon thirty (30) days' written notice to RP (email notice acceptable). Continued participation in the program after such notice period shall constitute RP's acceptance of the revised terms. Except as expressly provided herein, no modification of this Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties.

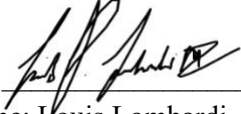
24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement.

*[Remainder of Page Intentionally Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties acknowledge that they have read, understood and have executed this Referral Agreement as of the Effective Date set forth below and agree to be bound by its terms.

**TWG:**

The Wallet Group, Inc.

By:  \_\_\_\_\_  
Name: Louis Lombardi  
Title: CEO

**RP**

\_\_\_\_\_  
(individual/entity name)

By: \_\_\_\_\_  
Name:  
Title:

**Effective Date:** \_\_\_\_\_

*[Signature Page to The Wallet Group, Inc. Referral Partner Agreement]*

## APPENDIX A

### Referral Fees

1. **Eligibility.** Referral Fees will be payable only when (i) the referral has been submitted in advance through TWG’s referral form (<https://mobilewallet.cards/refer>), (ii) RP provides written evidence of direct involvement in the sales process with the referred customer, and (iii) TWG closes a Qualified Sale with the referred customer within six (6) months of the referral submission date. For indirect referrals, the referred RP must provide the same written evidence and identify the upstream RP as the referral source. TWG’s records will control in the event of conflicting claims. Only one (1) indirect tier is recognized; no multi-level payouts. TWG reserves the right to net, offset, or withhold Referral Fees in the event of refund, chargeback, or dispute.
2. **Fee Basis and Term.** Referral Fees are calculated on amounts actually received by TWG from a Qualified Sale to a Referred Customer for (1) the Software and (2) Service, for a period beginning on the Referred Customer’s Agreement effective date and ending on the third (3rd) anniversary thereof. No Referral Fees accrue after the third anniversary.
3. **Rates and Allocation.** For each Qualified Sale to a Referred Customer, TWG will pay Referral Fees as follows:
  - a. Direct Referrals (paid to the Direct-referring RP):
    - i. Year 1: 20% of Software; 10% of Service
    - ii. Year 2: 10% of Software; 5% of Service
    - iii. Year 3: 5% of Software; 3% of Service
  - b. Indirect Referrals (total payout split between the Referred RP and the upstream RP):
    - i. Year 1: Software 25% total (20% to Referred RP; 5% to upstream RP); Service 15% total (10% to Referred RP; 5% to upstream RP)
    - ii. Year 2: Software 13% total (10% to Referred RP; 3% to upstream RP); Service 8% total (5% to Referred RP; 3% to upstream RP)
    - iii. Year 3: Software 7% total (5% to Referred RP; 2% to upstream RP); Service 4% total (3% to Referred RP; 1% to upstream RP)
  - c. For clarity, in an Indirect Referral, the Referred RP is treated as the “direct” referrer for purposes of the Direct portions above, and the upstream RP receives only the “indirect” portion; no RP may receive both portions for the same Referred Customer.
4. **Payment Timing.** Referral Fees will be paid within a commercially reasonable period, and in no event later than thirty (30) days after the end of the calendar month in which TWG receives the applicable Software or Service/Support payment from the Referred Customer. TWG reserves the right to net, offset, or withhold Referral Fees in the event of refund, chargeback, or dispute.
5. **General.** No Referral Fees are due on taxes, government charges, third-party pass-through fees, credits, refunds, or amounts not actually received by TWG. TWG may net against future Referral Fees any amount previously paid but later refunded or charged back.