

## PRIME TRUST PROGRAM REFERRAL AGREEMENT

This Program Referral Agreement (the “Agreement”) is a legal agreement between Prime Trust LLC (“Prime Trust”) with offices at 330 S. Rampart Blvd, Ste 260, Las Vegas, CA 89145, and the Referral Partner (defined as the party submitting a referral pursuant to Prime Trusts’ Referral Program described at <https://www.primetrust.com/contact/refer> (“Program Website”)), herein being collectively referred to as the “Parties.” This Agreement shall be effective as of the date that the Referral Partner submits a lead via the Program Website (“Effective Date”).

- 1. Purpose.** Referral Partner may submit leads of potential new customers (each a “Prospective End Customer”) to Prime Trust for the purpose of assisting Prime Trust to win new business. For the sake of clarity, any use of the term "partner" in this Agreement or in connection with the relationship created by this Agreement shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.
- 2. Qualification Process.** Referral Partner shall submit leads to Prime Trust for each Prospective End Customer through the process set forth at the Program Website. Prime Trust shall notify Referral Partner, via email, if a lead has been “accepted” within fourteen (14) business days of submission of the lead as set forth herein. **Prime Trust may reject any lead for any reason at its sole discretion, as well as split the Referral Fees with another Referral Partner.** In order for Referral Partner to receive a referral commission (a “Referral Fee”), Prime Trust and Prospective End Customer must enter into a valid and binding agreement within one hundred eighty (180) days of Prime Trust’s email notification to Referral Partner of its acceptance of the Prospective End Customer lead.
- 3. Referral Fees and Payment.** Prime Trust shall pay to Referral Partner, Referral Fees as follows: i) \$250.00 will be paid within forty-five days (45) of a Qualified Lead. “Qualified Lead” shall mean a referral that reaches a stage of engagement based on various factors determined by Prime Trust alone. Referral Partner shall be responsible for all taxes, duties, VAT charges and similar taxes and fees which are levied or imposed by reason of Referral Fees paid to Referral Partner, including but not limited to taxes on Referral Partner’s income.
- 4. Unauthorized Representations; No Authority.** Referral Partner shall refrain from making any representations, warranties or guarantees to Prospective End Customers or to the trade with respect to the specifications, features or capabilities of Prime Trust’s product offerings that are deceptive, misleading or otherwise inconsistent with the literature distributed by Prime Trust or its suppliers with respect thereto. Referral Partner is not the agent of Prime Trust and has no authority to execute contracts on Prime Trust’s behalf. Referral Partner agrees to take all commercially reasonable steps to preserve and protect the goodwill and reputation of Prime Trust. Referral Partner shall not engage in any conduct which may damage Prime Trust’s reputation. This Agreement is non-exclusive. The Parties understand and agree that Prime Trust has the right to solicit Prospective End Customers directly and to appoint any number of additional representatives or agents to provide leads to Prime Trust.
- 5. Representations and Warranties; Disclaimer.** Each Party represents and warrants that in its performance of any obligations or services contemplated under this Agreement that such Party shall comply

with all applicable laws, rules and regulations. OTHER THAN THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY OR TO ANY PERSON OR ENTITY WITH RESPECT TO THE OTHER PARTY'S PRODUCT OFFERING OR OTHERWISE, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIME TRUST EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE PRIME TRUST PRODUCT OFFERING THAT PRIME TRUST DEVELOPS OR PROVIDES HEREUNDER.

**6. Limitation of Liability.** EXCEPT FOR REFERRAL PARTNER'S BREACH OF SECTION 4 ("UNAUTHORIZED REPRESENTATIONS; NO AUTHORITY") OR SECTION 8 ("COMPLIANCE"), (i) NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF AND (ii) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE TOTAL AMOUNT PAID OR PAYABLE BY THE OTHER PARTY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**7. Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 or when the Referral Program is terminated, whichever occurs first. Either Party may terminate this Agreement for its convenience at any time by providing the other Party with fourteen (14) days advance written notice of termination. Sections 2, 3, 6, 7, 8 and 9 shall survive the termination of this Agreement. Any referrals received and accepted by Prime Trust prior to the effective date of termination shall be honored and payment made pursuant to the terms of this Agreement.

**8. Compliance.** Referral Partner shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. Referral Partner hereby represents and warrants that, in its performance under this Agreement Referral Partner has not, and will not at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises. Referral Partner shall promptly inform Prime Trust in writing upon becoming aware of any violations of laws in connection with this Agreement. Referral Partner hereby acknowledges and agrees that any violation by Referral Partner of this Section will constitute a material breach of this Agreement. In the event of such a violation, Prime Trust will

have the right to terminate this Agreement, without any liability whatsoever to Referral Partner, immediately upon providing written notice of termination to Referral Partner. Termination of this Agreement by Prime Trust under this section shall be in addition to, and not in lieu of, Prime Trust's other legal rights and remedies.

**9. General Provisions.** The Parties are independent contractors. Referral Partner shall not have and shall not represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of Prime Trust. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. This Agreement will be governed by and construed in accordance with the laws of the Nevada, excluding its conflicts of law rules and the U.N. Convention on the International Sale of Goods. The Parties agree that any and all disputes arising out of or in any way relating to this Agreement shall be resolved according to Nevada law and exclusively by binding arbitration before a single arbitrator with the Judicial Arbitration and Mediation Service (JAMS) in Las Vegas, Nevada and pursuant to the then existing arbitration rules at JAMS. The Parties hereby consent to jurisdiction in Nevada and before JAMS for the resolution of any and all such disputes. Notwithstanding the foregoing, in the event of a breach or alleged breach of Section 7 ("Confidential Information") of this Agreement, Prime Trust shall be entitled to seek injunctive relief in a state or federal court located in Clark County, Nevada. The Parties further agree that the prevailing Party in any action or proceeding to enforce any right or provisions under this Agreement, including any arbitration proceeding, will be entitled to recover its costs and attorneys' fees, whether by in-house legal staff or outside counsel. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Unless otherwise specifically provided, all notices required or permitted by this Agreement may be delivered personally, faxed, or sent by a nationally recognized overnight courier to the addresses first shown above. Such notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after confirmed email. Notices to Prime Trust shall be addressed to the attention of its General Counsel. Notices to Referral Partner shall be addressed to Referral Partner's signatory of this Agreement. This Agreement, including the Exhibits, represents the entire agreement of the Parties, and supersedes any prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended, waived or modified except as expressly provided herein or in writing by the Parties. Neither Party shall assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.