



MASTER PARTNER AGREEMENT

This Master Partner Agreement (“Agreement”) is entered into between Solupay Consulting, LLC d/b/a Versapay (“Versapay” or “we”) and the “Partner” (or “ICP” or “you”):

This Agreement governs your enrollment and participation in the Versapay Partner Program (“VersaPartner Program”). You should review this Agreement carefully including any applicable Program Guides (as defined below) as you must accept each in order to participate. This Agreement is effective as of the first date that Versapay has accepted it, and notified the Partner (in writing – usually by email) of acceptance into the Versapay Partner Program (the “Effective Date”).

1. Program Guides. Requirements regarding lead registration, Partner assignments, sales activities and eligibility for commissions and other payments are set forth in Versapay’s current “Program Guides” for each Partner Program, all of which are posted online by Versapay in the applicable Partner Portal and each of which may be changed by Versapay from time to time. Partners agree to and will conduct their business according to the current applicable Program Guide(s).
2. Documentation. Versapay Partners are required to follow good business practices by keeping thorough records and documentation of client contracts, completed services, client payments, and authorizations. At times, Versapay may request documentation from Partners. Failure to provide proper documentation may result in termination of Program eligibility and associated benefits.
3. Professional Standards. Versapay Partners must be professional, courteous, responsive and timely when representing and engaging with customers, Versapay employees and the general public, including on social media. Versapay Partners will ensure that their marketing and service activities are consistent with Versapay’s messaging, do not misrepresent or disparage Versapay, its services or employees, and comply with all applicable laws, rules and regulations.
4. Commissions
 - a. Payments. Commissions are paid as set forth in the applicable Program Guides. Versapay must receive either (i) a US Internal Revenue Service (IRS) Form W-9 (for individual or company within the United States) or (ii) a US Internal Revenue Service (IRS) Form W-8 or W-8BEN-E (for individual or company outside the United States) for any person or company receiving commissions, even if that person or company resides outside the US.
 - b. Time and Method of Payment. Commissions will be paid by the end of the following month or as otherwise set forth in the Program Guide. Versapay will not make any payments until Partner has reached a minimum threshold of one hundred United States dollars (USD \$100). All payments will be made by ACH to the bank account provided by Partner upon signature of this Agreement.
 - c. Refunds and Claw Backs. Versapay has the right to claw back fees and commissions paid to Partner, as set forth in the applicable Program Guides.
 - d. Withholding or Reversing Commissions. Versapay reserves the right to withhold or reverse commissions if Partner is in breach of the Agreement or has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, or forcing pop-ups.
5. Trademarks. Versapay hereby grants a non-exclusive, non-transferable, limited license to use Versapay trademarks, logos, and related images (“Versapay Marks”) to the extent that the Partner



strictly complies with both the applicable Program Guide and Versapay's published trademark usage guidelines. Versapay retains the right to revoke this license at any time.

6. Intellectual Property. Any Versapay intellectual property that we provide you in connection with a Program, and all associated intellectual property rights, are provided for your use as a Partner only and will remain the sole and exclusive property of Versapay and its licensors.
7. Advertising and Branding. Partner is required to adhere to all terms and/or requirements set forth in the Advertising and Branding Guidelines outlined in <http://design.versapay.com> and the applicable Program Guide. Any violation may result in revocation of Partner's right to advertise in any capacity. Two or more violations may result in being removed from the Partner Program and/or termination of this Agreement.
8. Confidential Information. If we sign a separate confidentiality agreement with you governing our Partner relationship, that agreement will apply, and this Section 10 will have no effect.
 - a. Definitions. "Confidential Information" includes End User Data (as defined below) as well as any and all other materials, data and information of a confidential nature, either marked as such or that the receiving party knows or should know that the other party regards as confidential. "End User Data" means any materials, data and information provided to a party by an end user of the Versapay Solutions, including any data otherwise captured or generated by such Solutions. Confidential Information may be communicated orally, in writing or in any other recorded or tangible form.
 - b. Protections. Partner is not permitted to make use of, disseminate, or in any way disclose Confidential Information except as necessary for its performance under a Program. Partner agrees to treat Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care, and may disclose Confidential Information only to those of its employees and consultants who need to know such information and who have agreed in writing to protect such Confidential Information to at least these same standards. If Partner intentionally or through gross negligence violates this paragraph with respect to the other party's End User Data, Versapay may immediately terminate this Agreement in addition to any other remedies available to it.
9. Limited Warranties
 - a. By Partner. You warrant that you will: (i) perform your obligations hereunder and otherwise conduct your business in a manner that reflects favorably upon Versapay, the Solutions and the Marks; and (ii) refrain from deceptive, misleading or unethical business practices of any kind.
 - b. By Versapay. Versapay warrants that it will use reasonable commercial efforts to provide the benefits it has promised to provide in a professional manner. Any Solutions and Technical Services provided by us are subject to the warranty provisions contained in the separate Versapay published terms of use for such items.
 - c. Disclaimer. Except for the foregoing limited warranties, and to the maximum extent permitted by law, Versapay disclaims all other warranties, express, implied, or statutory (including warranties of merchantability, fitness and non-infringement), related to the benefits, solutions and services provided under this Agreement.
 - d. No Separate Warranties. Neither Partner, nor any of its employees or agents, has any right to make any representation, warranty, or promise to any third party on behalf of Versapay that is not (a) contained in Versapay standard published terms, or (b) specifically authorized in writing by Versapay.



10. Term and Termination of Program and/or Agreement.

- a. Term of Agreement. This Agreement is effective from the Effective Date defined above until either party terminates it as permitted herein or until the parties agree in writing to its termination.
- b. Term of Program. The initial term of a Program runs for one (1) year from the Effective Date. Thereafter, Programs will automatically renew for successive one (1) year terms unless otherwise terminated as permitted herein.
- c. Termination for Convenience. Either party, in its sole discretion, may terminate this Agreement or any Program without cause upon 30 days' prior written notice. In the event that Versapay terminates this Agreement or a Program for convenience, Partner will be entitled to residual commission payments for up to twelve (12) months from the date of termination that it would otherwise have been qualified to receive in the absence of such termination for convenience by Versapay.
- d. Termination for Cause by Either Party. If either party breaches a material term of this Agreement or a Program, the other party may terminate this Agreement if the breaching party does not cure such breach within five business days after receiving written notice of such breach.
- e. Immediate Termination by Versapay. If Partner breaches any obligation to Versapay or otherwise acts in any manner that Versapay believes may negatively affect its brand or reputation, Versapay may terminate this Agreement and any Program with immediate effect. In the event that Versapay terminates the Agreement for cause, Partner shall no longer be eligible to receive any commissions.

Upon termination of the Agreement, all Programs automatically will terminate. Upon termination of a Program, such Program will immediately terminate. Upon termination of the Agreement or any Program, all related licenses automatically terminate, and all related Confidential Information and materials must be returned or destroyed unless they are needed for use under a remaining Program. All terms in the Agreement relating to confidentiality, intellectual property and indemnification shall survive termination of the Agreement or any Program Guide for any reason. Versapay reserves the right to assume ownership of any Versapay applications purchased by the Partner for resale if Partner is in breach of the Agreement or has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, or forcing pop-ups.

11. Indemnification

- a. By Versapay. If a third party brings a claim, demand, suit, or proceeding (each, a "Claim") against you alleging that:
 - i. the authorized use of the Solutions, or
 - ii. any content originating with Versapay and published by Versapay on the Versapay Marketplace, infringes, misappropriates or violates any intellectual property rights of a third party, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) ("Indemnified Amounts") incurred in connection with such Claims made or brought against you by that third party.
- b. By Partner. If a third party brings a Claim against Versapay alleging:
 - i. that any data, materials or information provided by you, or your use of the Solutions in violation of this Agreement, or your products or services, infringe, misappropriate or violate any intellectual property rights of, or that you have otherwise violated applicable law with respect to, that third party; or
 - ii. your breach of any representation, warranty, or agreement relating to your products and services; or



- iii. a breach of any warranty or representation made by you or your agents that differs from any warranty provided by Versapay for the relevant service or Solution;

then you will defend, indemnify and hold Versapay harmless against any Indemnified Amounts incurred in connection with such Claims made or brought against Versapay by that third party.

- c. Process. Any indemnification right arising under paragraphs a or b above is subject to the indemnified party (i) promptly giving written notice of the Claim to the indemnifying party; (ii) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that no Claim may be settled without the indemnified party's prior written consent unless the indemnified party is unconditionally released of all liability); and (iii) providing to the indemnifying party all reasonable assistance.

12. Limitations of Liability

- a. Limitations. The parties agree to the following limitations, which they also agree do not apply to either party's indemnification obligations agreed to in Section 11 above:
 - i. In no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, business interruption, lost or damaged data or documentation or liabilities to third parties arising from any source, even if such party has been advised of the possibility of such damages. This limitation is intended to apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective; and
 - ii. The cumulative liability of a party for all claims arising from or relating to the Agreement including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of (A) all commissions and royalties paid or payable by Versapay to Partner under the Agreement or (B) the total amount of all fees having been paid to Versapay by Partner under the Agreement, in each case during the 12-month period preceding the event giving rise to the relevant liability.
- b. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in the Agreement form an essential basis of the bargain between the parties and shall apply even in the event of a failure of their essential purpose.

13. Miscellaneous

- a. Dispute Resolution
 - i. Governing Law and Venue. For Partners located in the U.S., the Agreement and each Program Guide are governed in accordance with the laws of the State of Delaware and controlling U.S. federal law, and any disputes, actions, or claims arising out of the Agreement or a Program Guide will be adjudicated in the relevant State or Federal Court in Delaware. For Partners located outside the U.S., the Agreement and each Program Guide are governed in accordance with the laws of England and Wales, and any disputes, actions, or claims arising out of the Agreement or a Program Guide will be adjudicated in the relevant court in London, England.
- b. Cooperation on Disputes. Partner and Versapay agree to cooperate regarding any inquiry, dispute or controversy in which either or both parties becomes involved and of which either or both parties may have knowledge, to include disclosure of relevant documents and financial information and permitting interviews of personnel, unless such cooperation may be materially detrimental to a party's legal position.
- c. Notices. Versapay will notify Partner of any revisions to a Program, a Program Guide or its benefits or guidelines via e-mail or via messaging through Versapay's Partner Portal. Other communications from Versapay sent via e-mail or Partner Portal include billing notifications, notices of promotions, invitations to events, and any other matters regarding the administration of the Program excluding



notices with respect to termination of a Program. Partner should submit support tickets through Versapay's Partner Portal or via email to partners@versapay.com regarding billing discrepancies and to request clarification of any policy or procedure in the Agreement or a Program Guide. Partner will provide Versapay with an email address to receive official communications and is responsible for advising Versapay of any changes to this email address. Notices with respect to termination of a Program or the Agreement or other legal matters must be sent certified mail (return receipt requested), by traceable commercial carrier, or by confirmed email and sent, in Partner's case, to the physical and email addresses set forth in the Partner registration, and in Versapay's case, to 18 King St E #1800, Toronto, ON, Canada M5C 1C4.

- d. **No Agency.** The Agreement is not intended to and does not create any agency, legal partnership, or other form of joint enterprise between the parties, and neither party has the authority to bind or incur any obligation on behalf of the other.
- e. **Severability.** If a court holds any term of the Agreement to be unenforceable or invalid, that will not render the remaining terms unenforceable or invalid as a whole. In such an event, the invalidated provision will be interpreted so as to best accomplish its objectives.
- f. **Waiver.** A party may choose to waive, in writing, the breach of any provision(s) of the Agreement, but such a waiver is effective only when made in writing. A waiver of a provision of the Agreement does not constitute and should not be construed as a waiver of any other breach of that same provision, a waiver of the provision itself, or a waiver of any breach of any other provision.
- g. **Assignment.** Partner may not assign its rights or delegate its obligations under the Agreement or a Program Guide without our prior written consent and, in the absence of such consent, any attempt to assign or delegate by you shall be null, void and of no effect. Otherwise, the Agreement shall be binding upon and inure to the benefit of both parties and their successors and permitted assigns.
- h. **Compliance with Law.** Partner agrees to comply with all applicable laws and regulations of its place of business in any of its dealings hereunder. The obligations set forth in this Section 13 shall survive termination of the Agreement.
 - i. **Export.** Partner acknowledges that the Solutions and information related to the Solutions (collectively, "Technical Data") may be subject to export control, including in some cases United States export control pursuant to the Export Administration Regulations, 15 C.F.R. Parts 768-799. Unless an appropriate license, exemption, or similar authorization has been duly obtained to our satisfaction, you agree to not, directly or indirectly, export or re-export any Technical Data to any country specified as a prohibited destination in applicable laws, regulations, and ordinances, including without limitation the Regulations of the U.S. Department of Commerce and/or other government agencies without first obtaining such license or approval.
 - ii. **Anti-bribery.** Partner acknowledges and agrees that Versapay will not tolerate bribery in any form in connection with the conduct of its business. Partner shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-bribery Laws"), including without limitation the US Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act; not engage in any activity, practice or conduct which would constitute an offense under the FCPA if such activity, practice or conduct had been carried out in the United States; comply with Versapay's anti-bribery policies as may be provided by Versapay to Partner from time to time ("Anti-bribery Policies"); and not do, or omit to do, any act that will cause Versapay to be in breach of the Anti-bribery Laws or the Anti-bribery Policies. If Partner subcontracts any element of the Agreement to any person or receives any services in connection with performance of the Agreement from any person (each such person being an "Associated Person"), Partner agrees to impose upon such Associated Person anti-bribery obligations at least as strict as those imposed upon you here. Partner is fully responsible to



Versapay for the acts and omissions of each Associated Person regarding compliance with such anti-bribery obligations as if such acts or omissions were those of Partner itself.

- i. This Agreement together with all other documents incorporated by reference will constitute the entire Agreement between Versapay and the Partner with respect to all matters herein and supersedes any previous written or oral statements or discussions made by either party, including, without limitation, all previous Partner agreements between Partner and Versapay or its subsidiaries or predecessors. It is agreed that its execution has not been induced by, nor does Versapay or the Partner rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof.