

Partner Referral Agreement

Version 2.0, September 2023

WHEREAS:

- (A) Solidgate provides Services;
- (B) Partner has the Potential Clients to solicit to receive Services from Solidgate; and
- (C) Solidgate wishes to engage Partner to assist in attracting Potential Clients for Company;

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Interpretations

1.1.1. In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words denoting the singular include the plural and vice versa;
- (c) a reference to a person includes a reference to any individual or legal entity and any governmental authority;
- (d) a reference to a specific Article, Clause, Subsection, Annex or Preamble is a reference to the Article, Clause, Subsection, Annex or Preamble hereof;
- (e) references to any law or normative act shall include any changes, amendments, supplements or substitutions of such law or normative act (in whole or in part);
- (f) a reference to any agreement or document is a reference to that agreement or document as may be amended, novated, supplemented, extended or restated, however, to the exclusion of any amendments and supplements made in breach of this Agreement; and
- (g) a reference to a party to any document includes that party's successors and permitted assigns.

1.1.2. All Annexes to this Agreement constitute an integral part hereof.

1.2. Definitions

1.2.1. Capitalized terms used herein shall have the meanings ascribed below.

1.2.2. In this Agreement, the below mentioned terms have the following meanings:

Agreement	this Partner Referral Agreement entered into on the Effective Date by and between Solidgate and the Partner.
Applicable Law	means English Law. Where context requires, the Applicable Law shall include Card Scheme Rules, Anti-Corruption Laws, Data Protection Laws, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a respective governmental authority that is binding upon or applicable to Parties, as amended unless expressly specified otherwise.

Buy Rates	means minimum Potential Client Fees as set out in the Schedule. For the avoidance of doubt, the Potential Client Fees shall not in any case be lower than the Buy Rates.
Card Scheme Rules	means the rules of Card Schemes (inter alia, MasterCard and/or Visa), which regulate the use of their trademarks, processing of the transactions, the refunds and chargebacks requirements for the cards' acceptance on the Internet, etc. Information on the rules of Card Schemes is available on their public websites.
Card Schemes	means Visa, MasterCard, American Express, JCB, Diners, Discover and/or such other organisation governing the issuance and use of Cards including, but not limited to their respective members.
Confidential Information	<p>means the information, including the Proprietary Information, about existence of this Agreement, its peculiarities, and relations between the Parties and any information or material:</p> <ul style="list-style-type: none">(a) concerning this Agreement, either Party's internal business, employees, policies and/or actual or potential customers; or(b) which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. <p>Provided, however, that the Confidential Information excludes any information or material:</p> <ul style="list-style-type: none">(a) which is or subsequently becomes to the general public other than through a breach by the receiving Party;(b) which is already known to the receiving Party before disclosure by the disclosing Party;(c) which is independently developed by the receiving Party without use or reference to the Confidential Information of the other; or <p>which the receiving Party rightfully receives from third parties without restriction as to use or disclosure.</p>
Effective Date	means the date of the Agreement, stated on the first page of the Schedule A to this Agreement or, if the Agreement is accepted by checking the box on Solidgate's website, the date indicated on Solidgate's website, executed by the Parties.
Markup	means the difference between the Potential Client Fees and the Buy Rates.
Net Revenue	means the amounts invoiced and received by Solidgate from the Qualified Referral after deduction of any withholding taxes, charges, costs, fees or other deductions.
Parties	Solidgate and Partner.
Potential Client	an entity interested in entering into respective agreement to receive Services and which consequently enters into the Services Agreement.
Potential Client Fees	means the sum of fees paid by Potential Client to Solidgate and/or to third-party service providers involved (if any) by Solidgate in order to render Services.
Proprietary Information	means all right, title and interest, including without limitation any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas,



concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property and other intellectual property rights, in and in relation to the Services and all components used in the provision thereof, including without limitation, any software delivered to the Partner, any technology embodied or implemented in the Services, any computer code provided by Solidgate, business methods, business processes, website designs, graphics, text, content, trade names, trade secrets and know-how, and all documentation in relation to the foregoing, used in the provision of the Services.

Revenue Share	means the Partner's consideration for the Qualified Referral under this Agreement that comprises from the paid fees under the Services Agreements to Solidgate by a Potential Client. Revenue Share can be either a percentage from the fees paid to Solidgate by a Potential Client or as a fixed fee, or as otherwise specified by a respective Schedule. Revenue Share arrangement is to be set up in a respective Schedule to this Agreement.
Services	gateway services, or any other services rendered by Solidgate to Potential Client.
Services Agreement	Gateway services agreement, or any other agreement on rendering services by Solidgate to Potential Client.
Solidgate Fees	means the fees as detailed in the Services Agreement between Solidgate and Potential Client.
Transaction Amount	means the total amount (volume) of Qualified Referral's transactions processed through the Solidgate's gateway or with regard to other services as described in the Schedule to the Agreement.
Qualified Referral	means the Partner's referral of a Potential Client to Solidgate that would otherwise has not led to conclusion of the Services Agreement between Solidgate and the Potential Client.

2. GENERAL PROVISIONS

- 2.1. Subject to provisions of this Agreement, the Partner is appointed to refer Potential Clients to Solidgate.
- 2.2. Potential Clients are to be approved by Solidgate and it is its sole discretion on whether to enter into the Services Agreement or not.
- 2.3. Solidgate shall not be responsible for any expenses incurred by Partner during the performance of this Agreement. For the avoidance of doubt, the only consideration for the Partner, available under this Agreement, is the Revenue Share.
- 2.4. The Parties conclude the Schedule to this Agreement setting up the Revenue Share and other arrangements for the respective Potential Client(s). The provisions with regards to Revenue Share and other related arrangements will have precedence over the Agreement. Every executed schedule is considered an integral part thereof.
- 2.5. Solidgate and the Potential Client shall execute the respective Services Agreement.

3. REVENUE SHARE

- 3.1. For each Qualified Referral, the Partner is entitled for Revenue Share. The Revenue Share is set up in the Schedule to this Agreement.



- 3.2. The Revenue Share shall be paid on a monthly basis, on the last day of a month following the month on which the fees under the Services Agreement were paid to Solidgate by the Potential Client. The Revenue Share is payable subject to payment of the Potential Client Fees, subject to the conditions set out in clause 3.7, and subject to further permitted deduction as set out in clause 3.3. If Potential Client Fees are paid by the Potential Client partially, the Revenue Share is payable on pro rata basis.
- 3.3. Solidgate reserves the right to offset from the Revenue Share:
- (a) any amounts owed by the Partner to Solidgate and/or third-party service providers involved (if any) by Solidgate for any reason including, without limitation, indemnification obligations hereunder;
 - (b) any Potential Client Fees to be paid by the Potential Client(s) but that are uncollected from the Potential Client(s); and
 - (c) any losses incurred by Solidgate and/or third-party service providers involved (if any) by Solidgate, including but not limited to acquirers, due to the wrongful or negligent acts by the Partner or any Potential Client(s) or due to the fines, charges, or other claims applied to Solidgate and/or third-party service providers involved (if any) by Solidgate, including but not limited to acquirers, due to the non-compliance of the Partner or any Potential Client(s) with Applicable Laws.
- 3.4. The Revenue Share is paid to the Partner's bank account provided by Partner to Solidgate by email at finance@solidgate.com from time to time. The subject of the email should be "{Partner's company name} Revenue Share bank account details". Partner shall notify Solidgate of its bank account details and/or of any changes to its bank account details without undue delay and in any case no later than five (5) business days before the last day of a month in which Solidgate shall pay the Revenue Share.
- 3.5. The settlement currency of the Revenue Share shall be EUR or USD. The minimum monthly settlement to the Partner from Solidgate shall be EUR/USD 500. If the aggregate Revenue Share for the respective month constitutes less than EUR/USD 500 it shall be added to the Revenue Share of the next month until its aggregate amount constitutes EUR/USD 500.
- 3.6. The Revenue Share shall be paid only during the period when both the initial Services Agreement and this Agreement are valid and enforceable.
- 3.7. In the event of termination, ongoing investigation, or application of fines, charges, or other claims in relation to Solidgate or third-party service providers involved (if any) by Solidgate, including but not limited to acquirers, or the Partner or any Potential Client(s) due to the non-compliance of the Partner or any Potential Client(s) with Applicable Laws, Solidgate may at its discretion deduct the respective fines, charges, or other claims from the Revenue Share and/or suspend the Revenue Share payments for a reasonable period to mitigate the risk of potential losses.

4. NON-SOLICITATION OF POTENTIAL CLIENTS

- 4.1. Without Solidgate's prior written consent, Partner shall not knowingly cause or permit any of their employees, agents, principals, affiliates, subsidiaries or any other person or entity to:
- (a) solicit or provide services that compete with the Solidgate's Services to any Potential Client referred to Solidgate;
 - (b) solicit or entice, or attempt to solicit or entice, away from Solidgate any Potential Client or any other client, partner, contractor or employee of Solidgate;
 - (c) cause or encourage any Potential Client or any other client, partner, contractor or employee to cease to supply or receive goods or services to or from Solidgate or to



otherwise materially reduce the level, or adversely vary the terms, of any business transacted between Solidgate and such person or company;

- (d) solicit or entice, or attempt to solicit or entice, away from Solidgate any person engaged by Solidgate in a senior management position (including any managing director, director or vice president (or similar designation)), engaged in product development (including any designer or engineer) or in a customer relationship role (including any person whose role within Solidgate includes significant publicity, marketing or sales activities), provided that the Partner shall not be in breach of this clause as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of Solidgate;
- (e) solicit or otherwise cause or encourage any Potential Client that has been referred to Solidgate to terminate its participation under the Services Agreement; or
- (f) solicit or market services to any Potential Client that is already directly or indirectly Solidgate's client and receives Solidgate's Services.

4.2. This section shall apply during the term of this Agreement and for three (3) years after any termination, cancellation or expiration of this Agreement or for so long as Partner is receiving compensation, whichever is longer.

5. INDEMNITY

- 5.1. Partner agrees to indemnify, defend, and hold harmless Solidgate and its third-party service providers, officers, employees, directors, shareholders, affiliates, or agents from and against any and all loss, liability, damage, penalty, cost or expense (including attorneys' fees, expert witness fees and cost of defence) they may suffer or incur as a result of any claim, suit, action, demand or proceeding brought by any third party against the Solidgate arising from any of the following:
- (a) negligence, gross negligence or wilful misconduct of Partner or its employees, agents or contractors;
 - (b) any breach of this Agreement by Partner; or
 - (c) failure by Partner or its employees, agents or contractors to comply with any applicable laws, regulations, codes of practice.

6. LIMITATION OF LIABILITY

- 6.1. Solidgate's total liability to Partner shall not exceed an amount of the Revenue Share paid by Solidgate to the Partner during 3 (three) months prior to the event giving rise to the claim of the Partner. If there was no three month of Revenue Share payments, the liability shall not exceed EUR/USD 10,000.
- 6.2. Solidgate's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.
- 6.3. Solidgate shall not be liable to Partner in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Partner:
- (a) of an indirect or consequential nature; or
 - (b) for any economic loss or other loss of turnover, profits, business or goodwill.

7. REMEDIES

- 7.1. Each party agrees that breach of this Agreement will give rise to irreparable injury for which:

- (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party;
- (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach;
- (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and
- (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

8. TERMINATION AND SURVIVAL

- 8.1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice by e-mail to the other party.
- 8.2. The said notice should be deemed delivered on the date the e-mail is sent at the email addresses stated in this Agreement.
- 8.3. All representations, covenants and warranties shall survive the execution of this Agreement, and shall survive termination of this Agreement.

9. CONFIDENTIALITY

- 9.1. Each Party agrees to maintain all Confidential Information of the other Party in confidence to the same extent that it protects its similar confidential information and to use such Confidential Information only as permitted under the Agreement. Each Party agrees to take all reasonable precautions to prevent any unauthorised disclosure or use of the Confidential Information of the other Party including, without limitation, disclosing such Confidential Information only to its employees or contractors with a need to know and who are parties to appropriate agreements sufficient to comply with this section.
- 9.2. The obligation of confidentiality shall extend for a period of three years after the termination of this Agreement but shall not apply with respect to information that lawfully becomes a part of the public domain, or of which the Parties gained knowledge or possession free of any confidentiality obligation.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. This Agreement shall be governed by English law. Each party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.

11. ENTIRE AGREEMENT

- 11.1. This Agreement represents the entire understanding of the Parties concerning the subject matter hereof and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorised representatives of the Parties. If any provision of the Agreement is found by a proper



authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

12. ASSIGNMENT

- 12.1. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. Partner may not assign this Agreement without the written consent of Solidgate.
- 12.3. Solidgate may assign this Agreement in its sole discretion without the written consent of Partner.

13. NOTICES

- 13.1. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission, by email, stated herein, or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission or on the date when the email has been sent. Notices shall be sent to the addresses set forth above or such other address as either Party may specify in writing.

14. NO AGENCY

- 14.1. It is agreed and understood that either Party is not the agent or representative of the other Party and has no authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

15. EXECUTION

- 15.1. This Agreement may be executed in two or more counterparts in English (which both Parties understand properly), all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 15.2. The Agreement can be accepted and thus executed in electronic form (e.g., by an electronic or other means of demonstrating assent), including by checking the box through the Solidgate's website, and Partner's acceptance will be deemed binding between the Parties. The Partner cannot contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- 15.3. For the avoidance of doubt, should either Party fail to sign this Agreement, and despite the lack of signature by authorized signatory of the Partner, the performance of the Agreement and the reference of Potential Clients to Solidgate shall constitute the Partner's acceptance of the terms and conditions of this Agreement.

16. FINAL PROVISIONS

- 16.1. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which violates the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct.
- 16.2. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- 16.3. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the parties are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the parties hereto relating to the subject matter hereof.
- 16.4. No amendment of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.5. The Parties covenant and agree to make all applications, execute all other deeds, documents, instruments and assurances, and do such further and other acts as may be necessary or desirable to carry out the real intent and meaning of this Agreement, and to give full effect to the transactions contemplated or intended hereby.