

REFERRAL AGREEMENT

This Agreement ("Agreement") is between InterPayments LLC ("InterPayments") and referrer (named in signature block on signature page) ("Referrer"). If you are an individual accepting these terms on behalf of an entity, you represent that (i) you have the legal authority to enter into this Agreement on that entity's behalf, (ii) you have read and understand the terms of this Agreement and (iii) you agree, on behalf of the entity that you represent, to the terms of this Agreement. This Agreement consists of the following terms and conditions:

1. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth Merchant Agreement.

(a) "**Affiliate**" means any legal entity that owns, is owned by, or that is under common ownership with either Referrer or InterPayments. Ownership means control of more than a 50% interest.

(b) "**Approved Account**" means a prospective customer identified by Referrer to a Group Contact during the term of this Agreement, together with such other reasonable detail as InterPayments may request. InterPayments will use reasonable efforts and good faith to assign an Approved Account to Referrer in the case of conflicts between Referrers. The term "Approved Account" shall not include any general mailing or customer lists that Referrer may compile and submit to InterPayments.

(c) "**Collected Fees**" means the amount of Fees (as defined in the Merchant Agreement) actually collected with respect to the Converted Accounts by InterPayments and not subject to refund, a bona fide dispute or reserve.

(d) "**Converted Account**" means a Customer of InterPayments generated from the Approved Accounts who signs a Merchant Agreement accepted by InterPayments during the term of this Agreement; provided that the term "Converted Accounts" does not include any Excluded Persons.

(e) "**Customer**" means any legal entity (other than Referrer or its Affiliates) that is granted a right to use the InterPayments Technology pursuant to a Merchant Agreement with InterPayments.

(f) "**Excluded Persons**" means any person or business identified by InterPayments in writing (including by email) from time to time (i) as being part of InterPayments' sales pipeline or (ii) as having ceased to be an Approved Account of Referrer upon InterPayments' good faith determination that Referrer has failed to generate substantive sales dialogues involving InterPayments during the Introduction Period.

(g) "**Group Contact**" means an InterPayments sales or marketing employee or such other Person as either of them may designate in writing from time to time.

(h) "**Introduction Period**" means the first three (3) months after the date InterPayments designates a person or business as an Approved Account.

(i) "**Merchant Agreement**" means the InterPayments agreement with a Customer

that grants a right to the applicable InterPayments Technology to that Customer.

(j) “**Referral Commissions**” means the amount of fees calculated pursuant to Section 5(a).

(k) “**Referral Form**” means the separate form accompanying this Agreement executed by both Referrer and InterPayments which engages individual as a Referrer for InterPayments.

(l) “**Specified Account**” or “**Specified Accounts**” has the meaning set forth on Exhibit B and Exhibit C attached hereto.

2. Engagement of Referrer.

(a) InterPayments hereby appoints Referrer as a non-exclusive independent agent to obtain Approved Accounts located, and Referrer hereby accepts the appointment on the terms and conditions of this Agreement.

(b) Referrer is hereby authorized to hold itself out as an “authorized InterPayments referrer” but not as an employee of InterPayments.

(c) This Agreement is non-exclusive with regards to InterPayments and Referrer. InterPayments reserves the right, at its sole discretion, to provide any InterPayments Technology directly to Customers and authorize other companies to do so.

3. Dealings with Approved Accounts and Customers.

(a) InterPayments may revise Merchant Agreements at any time upon as agreed between a Customer and InterPayments. In addition, at any time, InterPayments may terminate any Customer’s status as a Customer. If InterPayments terminates a Customer, Referrer will not have any claim against InterPayments for future fees (including Referral Commissions), damages or lost profits resulting from the termination.

4. Business Conduct.

(a) Referrer is responsible for all its expenses in connection with its performance of this Agreement. Referrer shall render such additional support as InterPayments may reasonably request regarding marketing of the InterPayments Technology to an Approved Account.

(b) Referrer represents and warrants that there are no restrictions imposed on it by third parties that would limit its ability to perform its obligations under this Agreement.

5. Payments and Expenses.

(a) Compensation of Referrer. InterPayments shall pay Referrer according to Schedule A or as shown on the Referral Form. With regards to commissions earned from Affiliated Referrers (as described in Exhibit C), InterPayments shall pay the percentage of the Collected Fees during the Calculation Period with respect to Converted Accounts generated by Affiliated Referrers as set forth on Exhibit C.

(b) Invoicing. InterPayments will be responsible for invoicing Customers in

accordance with each Customer's Merchant Agreement.

(c) Payments. InterPayments shall pay to Referrer the Referral Commissions not later than the 30th day of each month following the first full month after this Agreement is executed by the parties.

(d) Expenses. Each party shall be solely responsible for the costs and expenses of performing its obligations under this Agreement, unless otherwise expressly provided herein.

(e) Taxes. All compensation to Referrer shall be paid without any deductions/withholdings for taxes due thereon. Referrer is responsible to pay all taxes of any kind that are due on the monies it receives under this Agreement and will indemnify, defend, and hold InterPayments harmless therefor.

(f) Other. InterPayments reserves the right to withhold and retain or pro-rate commissions payable to Referrer against all Referral Commissions earned by Referrer due to non-payment by Customers. InterPayments shall be obligated to remit past due commissions or a pro-rated portion thereof to Referrer only upon and to the extent of collection of such amounts due from Customers, less the amount of any collection costs.

6. Mutual Representations and Warranties. Each party represents and warrants to the other party that (i) it has all necessary right, power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, do not conflict with and will not result in a breach of any other agreements to which it is a party or by which its assets are bound; and (iii) this Agreement constitutes the legally valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable law or equitable principles.

7. Limitation of Liability.

(a) Unless applicable law requires otherwise, the only remedy that either party will have for anything related to this Agreement is to obtain direct damages from the liable party up to the amount of Referral Commissions actually paid by InterPayments to Referrer during the prior one-year period, minus any amounts paid by the liable party during that same period for any prior liability. Neither party can recover any other damages from the other, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible.

(b) The limitations in this section apply to: (i) anything related to the InterPayments Technology; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies even if Referrer is not fully compensated for any losses, or InterPayments knew or should have known about the possibility of damages.

(c) The limitations do not apply to claims for non-payment, fraud, breach of confidentiality, defense of infringement claims, Referrer's violation of InterPayments' intellectual property rights and Third Party Claims. Each party's liability for loss or damage

of any kind (including loss or damage caused by negligence) is reduced to the extent that the other's agents caused or contributed to that loss or damage.

8. Term and Termination.

(a) Term. The term of this Agreement shall commence on the date it is executed by both parties and shall remain in effect until date set forth in the Referral Form or terminated as set forth below.

(b) Termination Without Cause. Either party can terminate this Agreement at any time without cause and without intervention of the courts by giving the other party not less than thirty (30) days' written notice. Neither party will have to pay the other party any costs or damages resulting from termination of this Agreement without cause. InterPayments shall be obligated to honor contractually obligated retainer fees or other payments owed by InterPayments for the remainder of the term as described in the Referral Form.

(c) Termination with Cause. If a party breaches any term of this Agreement, the other party can terminate this Agreement for cause. The terminating party will give the breaching party not less than thirty (30) days' written notice and opportunity to cure the breach if the cause for termination is curable.

(d) Effect of Termination.

i. Upon termination or expiration of this Agreement for any reason, InterPayments shall continue to be obligated to pay Referrer the Referral Commissions in accordance with the terms of this Agreement after the termination or expiration of this Agreement.

9. Miscellaneous Provisions.

(a) Force Majeure. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement by reason of any act of God, fire, natural disaster, accident, riot, terrorism, act of government, strike or labor dispute, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the terms and conditions hereof. This Agreement may not be modified or amended except in a writing signed by both parties.

(c) Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the State of Delaware and the federal laws of the United States. The parties consent to the exclusive jurisdiction and venue in the courts in Delaware. Referrer waives all defenses of lack of personal jurisdiction and forum non conveniens. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief for: (i) violation of intellectual property rights; (ii) breach of confidentiality obligations; or (iii) enforcement or recognition of any award or order in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the substantially prevailing party will be entitled to recover its reasonable

attorneys' fees, costs and other expenses.

(d) Class Action Waiver. IN ANY DISPUTE, NEITHER INTERPAYMENTS NOR REFERRER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. EACH OF REFERRER AND INTERPAYMENTS ACKNOWLEDGE THAT IT IS GIVING UP ITS RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

(e) Severability; Waiver. In the event that any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected, or if any one or more of the provisions contained herein shall be held to be excessively broad as to duration, activity or subject, such provision shall be construed by limiting and reducing such provisions so as to be enforceable to the maximum extent compatible with applicable law. The waiver by either party of any default or breach of this Agreement shall not be effective unless given in a signed writing and shall not constitute a continuing waiver or waiver of any other or subsequent default or breach.

(f) Assignment. Neither party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party, except that InterPayments may assign this Agreement without the consent of Referrer to any InterPayments Affiliate, or upon a change of control, consolidation, merger, sale of all or substantially all of its business or assets related to this Agreement, or a similar transaction or series of transactions. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. InterPayments in its sole discretion may from time-to-time engage third parties to perform any of its obligations under this Agreement and InterPayments will be responsible for ensuring all such parties comply with this Agreement.

(g) Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement

(h) Contract Interpretation. No provision of this Agreement shall be construed for or against either party because of the authorship of that provision.

(i) Counterparts; Electronic Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be taken together and deemed to be one instrument. For purposes of executing this Agreement, transmitted copies by facsimile or other electronic means of this Agreement (including any signature pages) are hereby deemed to be equivalent of the original documents until such time as original documents are completely executed and

delivered.

(j) Relationship between Referrer and InterPayments. Even though Referrer and InterPayments may call each other a 'partner', Referrer and InterPayments are independent contractors for all purposes regarding this Agreement. Referrer does not have the power to bind InterPayments.

(k) Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices shall be sent to the address set forth below (or to such other address as a party may specify in writing pursuant to this Section):

If to InterPayments:

InterPayments LLC
145 Forest Ave. Palo Alto, CA 94025
Attention: Brandon Bentley, General Counsel
Email: bbentley@interprivate.com

If to Referrer: at the address set forth on the signature page hereto.

[Signature page to follow]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized representative as of the date set forth below.

INTERPAYMENTS:

REFERRER :

InterPayments LLC

Referrer Legal Entity or Individual Name

Name:
Title:
Date:

Name:
Title:
Date:
Email:
Address:

EXHIBIT A

As described in the Referral Form.

EXHIBIT C: Incentives to Recruit New InterPayments' Referrers

InterPayments incentivizes the Referrer to introduce InterPayments to other referrers or third parties in the Referrer's network ("Affiliated Referrer"; not party to this Agreement) for the purposes of creating Converted Accounts and generating Collected Fees. InterPayments will compensate the Referrer based upon Collected Fees generated by Converted Accounts signed by Affiliated Referrers according to Table 3.

Table 3

| Percentage of Affiliated Referrer's Collected Fees | Calculation Period ⁽¹⁾ | |
|--|-----------------------------------|--|
| | Beginning Month | Ending Month (Inclusive) ⁽²⁾ |
| 5% | 1 | 60 |

⁽¹⁾ The Calculation Period begins on the date a Converted Account begins generating Collected Fees.

⁽²⁾ With respect to Specified Accounts, if any, see Exhibit B.