

REFERRAL AGREEMENT

This Referral Agreement (the “Agreement”) is entered into by and between Auric Systems International, a division of Appropriate Solutions, Inc. (“ASI”), having its principal office at 85 Grove Street, Peterborough, NH 03458 (hereinafter “Auric”) and _____ having its principal office at _____ (hereinafter “Referrer”); individually, the “Party” or “party”, and together, the “Parties” or “parties”. The Effective Date of this Agreement is the date last signed below.

1. **Purpose:** This Agreement sets forth the terms and conditions to which Referrer will participate in Auric’s Referral Program through which Referrer may, but is not obligated to, refer third parties (each a “Lead”) to Auric for the purpose of becoming a customer of Auric for its **AuricVault® Tokenization, Storage, and Payments Passthrough Service** (the “Service”). A Lead that meets all requirements and becomes an Auric customer for the Service is a “Signed Lead.”
2. **Appointment and Acceptance:** Auric hereby appoints Referrer, and Referrer hereby accepts the appointment, as a non-exclusive representative to promote the Service, and Auric agrees to compensate Referrer if the Lead becomes an Auric customer for the Service. Upon execution of this Agreement, Auric will create a referral account for Referrer and will issue Referrer a unique referrer identification code (“RiCode”) to be submitted each time Referrer submits a Lead.
3. **Service Price:** The price for the Service (“Price”) may be set and revised solely by Auric from time to time and at Auric’s sole discretion. Auric’s then current standard license and terms and conditions for the Service will apply at the time of license. Referrer will not suggest or infer to a Lead that is has any authority or right to accept or place orders or otherwise bind Auric to any contract whatsoever, including altering, enlarging or otherwise amending Auric’s standard pricing, license or other contract terms.
4. **Procedures:** Referrer may refer Leads to Auric through an online electronic referral form (the “Referral Form”) at <https://www.auricsystems.com/referral-form/> or the Lead can identify the Referrer by name and by supplying Referrer’s RiCode. Upon receipt of the Referral Form, Auric will review the information to determine that the Lead a) is not a current or prior customer of ASI for any of its products and services; b) is not under negotiation for Service at the time of the Lead submission or during the prior 18 months; or c) has not been submitted by a third party as a Lead during the prior 18 months. Auric is not responsible for Referrer’s failure to submit a Referral Form or RiCode, and Auric is not responsible for a Lead’s failure to identify its Referrer or enter the RiCode. Auric is not obligated to process any referral or accept any customer order, and Auric will not be liable to Referrer for a failure for any reason to accept or fill any customer order. All customer orders are subject to acceptance or rejection solely by Auric.
5. **Referral Fee Computations and Payment:**
 - a) Subject to Section 4, for each Service license that is completed by Auric and a Lead with an identified Referrer and that becomes a Signed Lead within one hundred twenty (120) days of Auric receiving the Lead, Referrer will be entitled to a referral fee (the “Referral Fee”) for the Signed Lead for a maximum of two (2) years, calculated as follows:
 - i) \$100.00 to be paid once by Auric to Referrer within one hundred twenty (120) days following receipt in full of the Service initiation fee from the Signed Lead and activation of the Service; and
 - ii) a quarterly referral fee equal to TEN Percent (10%) of the license fees received from the Signed Lead during the prior quarter (the “Referral Fee”).

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b) Auric will provide Referrer with a quarterly statement of the Referral Fee calculation, and each statement will be deemed accepted and approved by Referrer fifteen (15) days after the date of the statement; and

c) Referral Fees will be payable and paid quarterly on or about the 15th day of the month following the end of the calendar quarter in which payment is received in full by Auric from a Signed Lead. Accordingly, payment dates are on or about January 15, April 15, July 15, and October 15. Auric will have the right to setoff or other adjustment to Referral Fees paid or payable in the event any Signed Lead cancels the Service for any reason within sixty (60) days from Service activation. Referrer is required to establish and maintain a PayPal account and to provide the PayPal account information to Auric; Auric will send payment to the designated PayPal account.

d) In the event an Auric customer identifies a Referrer or a Referrer identifies an Auric customer as a Lead after a Service license has been executed, Auric will make a reasonable effort to determine if the customer should be treated as a Signed Lead. Subject to Section 4, if both the Referrer and customer agree that a referral was made and communicate their agreement to Auric in writing, and if Auric agrees to classify the customer as a Signed Lead, Auric will calculate Referral Fees on Service license fees received on and after the date Auric classifies the customer as a Signed Lead.

e) Upon termination of the Agreement or of the Signed Lead's Service, Auric will pay Referrer the applicable Referral Fee on eligible orders accepted by Auric prior to the termination date, delivered or otherwise provided and invoiced to, and payment received from, a Signed Lead, for a period not to exceed one hundred twenty (120) days after the termination date. The final Referral Fee will be paid on or before one hundred eighty (180) days after the termination date.

6. Terms of License: All licenses of the Service will be at Prices and upon terms established solely by Auric including but not limited to the right to establish, change, revise, alter, or amend Prices and other terms or conditions from time to time. Referrer acknowledges and agrees that it will not accept, and is not authorized to accept, orders in Auric's name nor make price quotations.

7. Relationship and Conduct of Business:

a) Nothing in this Agreement will be construed to create a partnership, joint venture, agency or employer/employee relationship between Auric and Referrer. Each Party is free to perform its obligations hereunder in such manner and at such times as it respectively solely determines. Neither Party has any authority to bind the other in any respect. It is understood and agreed that Referrer will have no obligation to promote the Service or to refer leads to Auric. Referrer may promote products and services that are substantially similar to the Service, including by entering into marketing, referral or any other arrangements or commitments with other persons that may be similar to the arrangements provided hereunder.

b) Each Party acknowledges that it is an independent contractor and is responsible for all the costs of maintaining its operations, including the payment of all salaries, taxes, insurance, workers compensation, and other costs incurred by it. No payroll or employment or income taxes of any kind will be withheld or paid with respect to referral fees or commissions paid by Auric to Referrer including, but not limited to, FICA (social security), FUTA (federal unemployment tax), SUTA (state unemployment tax), federal income tax including amounts that may be calculated under a convention or treaty, and where applicable, state income and local taxes. No workers' compensation or group insurances have been or will be obtained by Auric or Referrer on account of the other party's employees or consultants. Neither Party will have any liability or responsibility with respect to any contractor, agent, sub-representative or employee of the other Party.

8. Limitation of Liability: IN NO EVENT WILL EITHER PARTY, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CUSTOMERS, SUPPLIERS, AGENTS OR SUBCONTRACTORS, BE

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LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR THE LIKE, OR DAMAGES FOR LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OR LEADS OR SIGNED LEADS, FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION OR REMOVAL OF THE SERVICE OR A PRODUCT OR EQUIPMENT OR SOFTWARE OR SUBSTITUTE FACILITIES OR SUPPLY RESOURCES, ARISING IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE OR WHETHER EITHER PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 9. Promotional Materials:** At Auric's expense, Auric will furnish Referrer with catalogues, literature, samples, or other marketing materials, online or hardcopy, that in Auric's sole judgment are necessary or may be useful for the promotion of its Service to Leads.
- 10. Confidentiality:** The Parties agree that it may be necessary for each to disclose to the other certain Confidential Information of the disclosing party. Each Party agrees that it will not use for its own benefit or that of any other party, and will not copy, transfer or otherwise disclose to any third party, any such Confidential Information, and will keep forever secret all Confidential Information of the other party. As used herein, the term "Confidential Information" means any Intellectual Property (defined in Section 11) or other manner of proprietary information of the disclosing party, whether oral or written, including any customer information, sales, business plans and practices, pricing, software, technology, strategies, scientific or technical data, information, design, process, procedure, formula, improvement or other information that is commercially valuable to, and proprietary to, the disclosing party, and is not generally known in the industry. Confidential Information will not include information that a) is or becomes public through no fault or breach of this Agreement by the receiving party; b) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information; c) is disclosed to the receiving party by a third party without violation of a duty of non-disclosure; or d) is required to be disclosed by law or to the governmental agencies having regulatory authority over the receiving party. All Confidential Information furnished to the receiving party will at all times remain the sole property of the disclosing party and will be surrendered promptly upon demand.
- 11. Intellectual Property:** Each party will retain all Intellectual Property rights it owns prior to commencement of the Agreement. All Intellectual Property rights in the Service and any and all developments and enhancements are and will be owned by Auric. "Intellectual Property" means trade secrets, copyrights, trade names, service marks and related applications, trademarks and related applications, patents and applications, proprietary software and source code, know-how and other intellectual property rights. Referrer recognizes and acknowledges the validity of and exclusive ownership by Auric of all Intellectual Property of Auric used in connection with the development, marketing, and license of the Service, and any and all goodwill inures to Auric. Referrer agrees not to use any Auric trademarks or trade names in any manner not specifically authorized by Auric. Each Party acknowledges and agrees that this Agreement is for a limited period only and that, except as expressly provided in the Agreement, the expiration or termination of this Agreement in accordance with its terms will not give rise to the payment of any indemnity, compensation, commission, termination or severance compensation, or to any payment with respect to any goodwill that may be established by Referrer or damages whatsoever by either Party to the other.

12. Term of Agreement and Termination:

- a) This Agreement will be effective as of the Effective Date and terminate eighteen (18) months after such date if Auric receives no referrals from Referrer during the term or if earlier terminated.
- b) Either Party may terminate with thirty (30) days written notice of cancellation.
- c) This Agreement will automatically terminate without notice and without cause immediately upon the bankruptcy or insolvency of the other party.
- d) Unless otherwise terminated under Section 12(a), (b) or (c), the Agreement will renew automatically for two additional one year terms.
- e) The terms of Sections 5, 7, 8, 10, 11, 15 will survive termination.

13. Notices: All notices provided for herein will be in writing (by certified mail, courier, facsimile), postage or transmission costs prepaid, and will be addressed to the other party at the address first set out above.

14. Entire Agreement: This Agreement, including all schedules attached hereto and incorporated herein, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. The Parties have executed this Agreement by their authorized representatives as of the Effective Date. Neither party will assign its rights or obligations under this Agreement without the written consent of the other party, provided, however, that a party may, without prior consent, assign its rights and obligations hereunder in the event of the sale of all or substantially all of its assets or stock of the party.

15. Construction of Agreement: This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire, USA without giving effect to its principles of conflicts of laws, and the courts of which will have exclusive jurisdiction over any dispute arising hereunder. Any action, suit or proceeding arising hereunder or concerning any transaction contemplated hereby will be resolved only in a state or federal court located in New Hampshire, USA, and Referrer hereby submits to the jurisdiction of the courts of the State of New Hampshire, USA. In the event that any term, clause or provision of this Agreement is construed to be or adjudged invalid, void or unenforceable, such term, clause or provision will be construed as severed from this Agreement, and the remaining terms, clauses and provisions will remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16. Counterparts: This Agreement may be signed in counterparts. A signature transmitted by facsimile will constitute an original signature. In accordance with the NH Uniform Electronic Transactions Act, the Parties agree that this Agreement may be signed by electronic signature and such signature will constitute an original signature associated with the document record and executed or adopted by a person with the intent to sign the Agreement. Similarly, the Parties agree that the Referral Form may be executed by a person with the intent to sign it so long as that person is duly authorized to do so.

17. Headings: The section headings herein are intended for reference and will not determine the construction or interpretation of this Agreement.

18. Required Referrer Contact Information: Referrer must provide the following information at the time the Agreement is signed for Auric to establish a referral account and issue a unique Referrer Identification Code (RiCode) to Referrer:

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Full Company Name: _____

Street Address: _____

City and State or Province: _____

ZIP or Postal Code: _____ Country (other than USA): _____

Tax Identification Number: _____

Contact Name: _____

Telephone: _____ Mobile Number: _____

Email Address: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in multiple counterparts, each of which will be treated as an original, and agree to abide by its terms.

Auric:
Auric Systems International,
a division of Appropriate Solutions, Inc.

Referrer:

By: _____
Date

By: _____
Date

Raymond GA Côté, President or
Elizabeth S. Alpaugh-Côté, Vice President

Name: _____
Title: _____