

Pepperi Referral Program Agreement

This Pepperi Referral Agreement (“**Referral Agreement**”) is entered into as of the date on which You, as the referring party, click the “**I Agree**” button displayed herewith, between

Pepperi Inc. ("Pepperi" or "the Company"), a Delaware Corporation, with offices registered at:

106 W 32nd Street, New York, NY 10001,

Telephone +1-800-644-9146 and email address info@pepperi.com

and

_____ (the "**Referring Client**") a _____ Corporation, with registered office at _____, _____, **telephone** _____ and email address _____

***Capitalized terms are defined throughout this Agreement**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AGREEMENT SUBJECT TO APPROVAL.

The effectiveness of this Agreement is subject to Pepperi’s approval in writing (via email) of Referring Client's application for participation in the Pepperi Referral Program (“**Approval**”), and this Agreement shall commence on the date of the Approval (“**Effective Date**”). Pepperi may reject or decline to accept Referring Client's application for any or no reason at its sole discretion. Pepperi may conduct background checks and other screening measures of any sort in connection with Referring Client's application. If Pepperi approves Referring Client's application, Referring Client may refer sales leads to Pepperi during the term and in accordance with all terms and conditions of this Agreement, to enable Pepperi to solicit orders for Pepperi products and/or services (“**Products**”).

2. LIMITATIONS ON ACTIVITIES.

2.1 Limitations on Activities. Referring Client's activities under this Referral Agreement shall be limited as follows:

2.1.1 Referring Client shall conduct all of its business regarding this agreement in its own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all laws (as set forth in Section 6.6), and not perform any act which would or might reflect adversely upon the Products or the business, integrity or goodwill of Pepperi .

2.1.2 Referring Client shall not be, or purport to be, authorized to legally represent Pepperi or to conduct negotiations on behalf of Pepperi. Referring

Client shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of Pepperi or register this Agreement under local registered agency law nor shall Pepperi be liable for any acts, omissions to act, contracts, commitments, promises or representations made by You.

2.1.3 Referring Client shall not use any trademarks, names or other identifiers owned or used by Pepperi ("**Marks**"), except that Referring Client may refer to Pepperi and the Products in conversations and written correspondence with potential customers in the same manner as Pepperi does in its own marketing materials and website. Any other use of Marks (e.g., on Referring Client's website) has to be designed in compliance with Pepperi trademark usage guidelines, including but not limited to Pepperi's marketing guidelines and be pre-approved by Pepperi in writing.

2.1.4 Nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) create a principal-agent or employer-employee relationship; or (c) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking.

2.1.5 All financial and other obligations associated with Referring Client's business are solely its responsibility. The mode, manner and method used by Referring Client shall be under Its sole control and Referring Client shall be solely responsible for risks incurred in the operation of Its business and the benefits thereof. Referring Client shall bear all of its own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by Pepperi.

2.1.6 Referring Client shall not make any representations or other statements about Products, prices or business practices, except that Referring Client shall forward to potential customers (i) unmodified marketing materials provided by Pepperi and (ii) references to Pepperi's standard conditions of sale, as published by Pepperi on its website or otherwise.

2.2 No License. Referring Client acknowledge and agree that no license is granted under this Agreement to use or access any Products, any of Pepperi's proprietary technologies embodied therein, or any data, information or other content provided thereby. As between the parties, Pepperi retains all right, title and interest in and to the Products and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and Referring Client acknowledge that Referring Client neither own nor acquire any rights in or to the Products.

2.3 Nonexclusive Referral Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the Parties. Each Party shall have the right to recommend similar products and services of third

parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once Referring Client establish a Viable Lead (defined below) with Pepperi, Referring Client will not refer a direct competitor of Pepperi to such Viable Lead. Referring Client will not enter into an agreement with a third party the effect of which would prohibit Referring Client's submission of a Proposed Lead (defined below) pursuant to this Agreement.

3. REFERRALS.

3.1 Submission of Leads. Referring Client shall identify each potential customer ("**Proposed Lead**") and relevant commercial conditions relating to such Proposed Lead in a Pepperi Lead Form, **Appendix A** ("**PLF**"), a standard form generated by Pepperi or via some other method at Pepperi's option. At Pepperi's request, Referring Client shall (a) supply any additional information reasonably requested by Pepperi, (b) discuss each completed PLF in detail with Pepperi, and (c) assist Pepperi in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

3.2 Acceptance of Leads. Within 7 days period following Its submission of a PLF, Pepperi shall review the PLF to determine whether to accept the Proposed Lead as viable under Section 4.1 below, or reject the Proposed Lead pursuant to this Section and will provide Referring Client with a written (including e-mail) notification of its acceptance or rejection of a Proposed Lead ("**Referral Confirmation**"). Pepperi will be under no obligation to accept any PLF submitted by Referring Client and may reject or decline to accept PLFs for any or no reason at its sole discretion, including, without limitation, because:

3.2.1 the Proposed Lead was an existing customer of Pepperi's at the time of submission of the PLF;

3.2.2 Pepperi was already involved in preliminary or advanced discussions relating to the sale of a subscription or other Pepperi Product to the Proposed Lead at the time of submission of the PLF;

3.2.3 a PLF (or similar document) has previously been submitted to Pepperi by Referring Client or any third party with respect to the Proposed Lead;

3.2.4 the Proposed Lead (a) does not meet Pepperi's credit requirements.

3.2.5 the Proposed Lead is prohibited by law from accepting.

3.3 Pursuit of Leads by Pepperi. The method of contacting and following up with Proposed Leads will be determined at Pepperi's sole discretion; provided, however, that Referring Client shall actively support Pepperi in the sales

process with Proposed Leads when requested by Pepperi. Pepperi shall have sole discretion to refuse to offer any Products to any third party without liability to You.

4. PEPPERI CREDITS.

4.1 Viable Leads. An Approved Proposed Lead qualifies as a Viable Lead ("**Viable Lead**") only if:

4.1.1 Referring Client has submitted a PLF for the Proposed Lead in accordance with Section 3.1; and

4.1.2 Pepperi has accepted and approved the Proposed Lead as a Viable Lead (i.e., not rejected the Proposed Lead as set forth in Section 3.2, or otherwise).

4.2 CREDITS. Subject to Referring Client's compliance with all terms and conditions of this Agreement, Pepperi will provide Client with credits for viable leads in the equivalent of Pepperi Services, work days and/or Products (hereinafter: "**Pepperi Credits**") according to the following table:

Viable lead with ARR (Annual Recurring Revenues: (USD \$)	Pepperi Credits USD \$	Notes:
ARR > \$100K	\$10K USD	
ARR > \$50K	\$5K USD	
ARR > \$20K	\$2K	
\$12K <ARR < \$20K	\$500	

- Minimum ARR \$12K

The Client will have the right to claim the Pepperi Credits (less any applicable withholding taxes or other levies) after Pepperi receives payment of the Lead Referral Revenue.

Credit applies to the initial recurring transaction only

4.3 Reports. Within thirty (30) days after the end of each calendar quarter during which Referring Client have submitted One (1) Viable Leads, Pepperi will issue quarterly reports to Referring Client by e-mail, which will indicate the relevant Lead Referral Revenue tier generated by each Viable Lead and the Pepperi Credit amounts earned by Referring Client as a result. Each report shall be deemed final and accepted by Referring Client unless Pepperi receives

a detailed written objection within thirty (30) days of Referring Client's receipt of Pepperi's report.

4.4 Modifications. Pepperi may modify the PLF submission process and the percentage amounts and conditions relating to Pepperi Credits upon thirty (30) calendar days written notice. Such changes will only affect PLFs submitted after said thirty (30) day period.

4.5 Pepperi Credits After Termination. Except in the event of termination for breach by Client, Pepperi will continue to provide Referring Client with Pepperi Credits following termination of the Agreement for Viable Leads accepted prior to such termination, and Pepperi will continue to issue reports in accordance with Section 4.3 through such time.

4.6 No Other Payments. Except as expressly provided in this Section, Referring Client are not entitled to any commissions, fees, reimbursements or other payments.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated.

5.2 Termination for Convenience. This Agreement may be terminated by either party for any or no reason upon written notice to the other party thirty (30) days prior to the desired termination date (or with such minimum advance notice as required by mandatory applicable law). Neither party shall have any expectation as to the minimum term of this Agreement.

5.3 Termination for Cause. Either party may terminate this Agreement, effective immediately, (a) in the event of a material breach by the other party, which the other party fails to cure within five (5) business days of receipt of a written request to cure from the other party, or (b) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute. If, at the time of Referring Client's acceptance of this Agreement or any time thereafter, Pepperi would be prohibited from doing business with Referring Client under United States export regulations and controls, this Agreement shall automatically be null and void.

5.4 Effect of Termination. Sections 2, 4.5, 4.6, 5.4, and 6 shall survive termination of this Agreement. Upon termination of this Agreement for any reason, Referring Client shall immediately cease the use of all Pepperi

brochures, literature, documentation and other materials within Referring Client's control and shall return such materials to Pepperi within ten (10) business days. Except as provided in Section 4.5, Referring Client shall have no rights or claims against Pepperi in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, Referring Client hereby irrevocably waive any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law.

6. MISCELLANEOUS.

6.1 **Governing Law and Arbitration.**

6.1.1 This Agreement and any dispute arising out of or in connection with this Agreement ("Dispute") will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of New York, USA, without giving effect to conflict of laws principles thereof.

6.1.2 Each party agrees that before it seeks mediation, arbitration, or any other form of legal relief it shall provide written notice to the other of the specific issues in dispute (and referencing the specific portions of the Agreement which are allegedly being breached). Within thirty days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve the Dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, or trade secrets.

(a) Mediation. Except as provided herein, any and all Disputes arising out of or relating to this Agreement shall be submitted to JAMS for mediation before arbitration or any other form of legal relief may be instituted. Mediation may be commenced by a party providing JAMS a written request for mediation setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS in selecting a single mediator and scheduling a mediation, which should take place within 45 days following a request for mediation. The mediator shall be a retired judge who has had experience with technology disputes. The parties agree that they will participate in the mediation in good faith and share equally in its costs. The mediation shall take place in New York, NY, USA.

(b) Arbitration. Except as provided herein, any Dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or

validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New- York, New-York, USA and before a single arbitrator. The arbitrator selected shall be a retired judge who has had experience with technology disputes. In any arbitration arising out of or related to this Agreement, the parties agree the arbitrator is not empowered to award punitive or exemplary damages, and the parties waive any right to recover any such damages.

6.1.3 Either party may, at its sole discretion, seek preliminary judicial relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief). Also, the provisions of this Section may be enforced by any court of competent jurisdiction.

6.2 No Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

6.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent possible to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

6.4 Notices. Except as otherwise expressly provided herein, all notices, approvals, consents and other communications required or permitted under this Agreement will be invalid unless made in writing and given (a) by Pepperi via e-mail or (b) by Referring Client via email to _info@Pepperi.com

6.5 Assignment. Referring Client may not assign, subcontract or delegate this Agreement or any of Referring Client's rights or obligations hereunder, in whole or in part, including without limitation by operation of law, without Pepperi's prior written consent. Any attempt to assign this Agreement without such consent will be null and void. Pepperi may assign this Agreement and subcontract or delegate its obligations hereunder to any third party with or without Referring Client's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

6.6 Compliance.

6.6.1 Referring Client represents and Warrants that (a) Referring Client will conduct Its business activities in a legal and ethical manner; (b) Referring Client have submitted and will submit complete and truthful information in connection with its application and all referrals; (c) Referring Client will submit all filings and obtain any approvals that may be necessary for Referring Client

to perform Its obligations under this Agreement, (d) Referring Client will commit no act that would reflect unfavorably on Pepperi ; (e) Referring Client are not a party with whom Pepperi is prohibited from doing business under U.S. export regulations and controls; and (f) Referring Client will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with Its performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws.

6.6.2 Referring Client will comply with all export control and anti-boycott laws and regulations of the United States. In particular, without limitation, Referring Client will refrain from (a) referring Proposed Leads that could be suspected of engaging in re-exports that would be illegal under U.S. law, and (b) disclosing any technical information related to Products to prohibited persons or destinations in violation of United States law. Referring Client certify that neither Products nor any technical data related thereto nor the direct product thereof are intended (a) to be used for any purpose prohibited by the applicable export laws or regulations, including but not limited to nuclear proliferation, or (b) to be shipped or exported, either directly or indirectly, to any country to which such shipment is prohibited by the applicable export laws or regulations.

6.6.3 Referring Client acknowledge that any sums paid to Referring Client under this Agreement are for Referring Client's own account and that, except as appropriate to carry out Its duties set forth herein in a legal manner, Referring Client did not, have no obligation to, and will not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or anything of value to any other person in connection with the performance of Referring Client's referral activities hereunder. In particular, without limitation, Referring Client agree not to take any actions that would cause Referring Client or Pepperi to violate the United States Foreign Corrupt Practices Act or any other anti-bribery law.

6.7 Indemnification. Referring Client shall indemnify and hold Pepperi harmless from and against any and all third party claims against Pepperi arising out of any act, default, misrepresentation or any omission on Referring Client's part (including, without limitation, negligence and breach of this Agreement), or any of Referring Client's agents, employees or representatives, directly or indirectly relating to this Agreement, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property.

6.8 **Non-Solicitation.** To the extent permissible under applicable law, Referring Client are prohibited from soliciting any of the employees of Pepperi (either directly or through agents), without written permission of Pepperi, during the term of this Agreement and for a period of one (1) year following its termination.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.10 Entire Agreement and Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. Any amendments or renewals to this Agreement shall be invalid unless made in writing that is signed by duly authorized representatives of both parties. In the event of any additional or inconsistent terms contained in PLFs, Referral Confirmations or other communications, the terms and conditions in this Agreement shall prevail unless Pepperi specifically identifies the section(s) of this Agreement that Pepperi intends to override in a writing signed by Pepperi.

6.11 Limitations of Liability. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PEPPERI WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL PEPPERI'S LIABILITY UNDER THIS AGREEMENT EXCEED THE PAYMENTS PAID BY PEPPERI TO REFERRING CLIENT DURING THE PRECEDING TWELVE MONTHS. THIS SECTION IS SEVERABLE AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7. DEFINITIONS.

"Viable Period" means, in respect of an approved Viable Lead, a period of 180 days from Referring Client's submission of the PLF for such Viable Lead to the time that a subscription agreement or other ordering document between Pepperi and the Viable Lead has been executed

"Viable Product" means any Pepperi's product with Annual subscription.

"Lead Referral Revenue" means any payments actually received by Pepperi from a Viable Lead that turned into a customer within the Viable Period, for the Viable Products within the initial order, minus any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Lead Referral Revenue does not include any amounts received for follow up orders, additional sales, renewals, or for products or services that are not Viable Products at the time of the relevant Referral Confirmation, such as professional services, support services, training services or third-party

software products purchased by a Viable Lead, nor does it include amounts that are owed by the Viable Lead but have not actually been received by Pepperi .

BY SIGNING BELOW, REFERRING CLIENT ARE REPRESENTING THAT (1) REFERRING CLIENT HAS SUBMITTED TRUE AND COMPLETE INFORMATION IN CONNECTION WITH REFERRING CLIENT'S APPLICATION AND (2) REFERRING CLIENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF ITS LEGAL ENTITY.

Name: _____ : Title: _____ Date: _____

APPENDIX 1: PEPPERI LEAD FORM ("PLF")

Company Name: _____

Company Contact Person and Title: _____

Contact Person Email: _____

Contact Person phone number: _____

Written introduction regarding Pepperi and its Products: **attached.**

Referred by: _____

Submitted on: _____

Approved by: _____

Approved on: _____