

Cydehustle Referral Fee Agreement

THIS REFERRAL FEE AGREEMENT (the "Agreement"), is a binding contract between you ("Finder," "you" "your") and Cyvatar.ai, Inc., a Delaware corporation located at 530 Technology Drive, Suite 100, Irvine, California 92618 ("Company," "we," or "us"), governing your participation in Company's referral program. This Agreement governs the terms of the referral program and your rights as a participant Finder in the referral program.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "I ACCEPT" OR SIMILAR BUTTON (THE "EFFECTIVE DATE"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE "I DECLINE" BUTTON BELOW. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN COMPANY'S REFERRAL PROGRAM.

1. Engagement

(a) Company hereby engages Finder, and Finder hereby accepts such engagement, to act as Company's non-exclusive finder with respect to sales of the Solutions to Customers during the Term, solely in accordance with the terms and conditions of this Agreement. Company may in its sole discretion engage any other person or company to sell the Solutions.

(b) Finder shall introduce Company to Customers, and perform such other responsibilities as reasonably directed by Company, including forwarding sales literature by Company, but shall not have authority to offer or sell the Solutions to any Customer. Within five (5) days of the consummation of a mutual executed agreement between Company and an applicable Customer introduced by Finder, Company shall provide notice to Finder to the contact maintained by Company on file with respect to this Agreement.

(c) The prices, terms, and conditions under which Company offers or sells any Solutions shall be determined by Company in its sole discretion. Company shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Solutions. Nothing in this Agreement shall obligate Company to actually offer or sell any Solutions or consummate any transaction with any Customer. Company may terminate any negotiations or discussions at any time and has the right not to proceed with any sale of Solutions without any liability or obligation to pay compensation to Finder under Section 2 or otherwise.

2. Representations and warranties. Finder represents and warrants that:

(a) Finder will perform its responsibilities under this agreement in a professional manner, and will not make any misrepresentation or otherwise engage in any fraud in the course of promoting Company's products and services; and

(b) Finder will comply with all applicable laws in performance of its obligations in the course of promoting Company's products and services under this Agreement.

3. Compensation. In consideration for the services rendered by Finder hereunder, Company shall pay to Finder compensation ("Finder's Fee") following the consummation of the initial sale made by Company to each Customer introduced by Finder to Company (i) at the rate of 20% of the Purchase Price related to the initial term of the agreement, but limited to twelve (12) months if customer is paying under a month to month agreement, or (ii) at the rate of 5% of the Purchase Price related to a renewal term or any month to month extending past the twelve (12) month period; provided however, that Cyvatar shall owe no Finder's Fee for any Customer three (3) years following a consummated sale with such Customer. Notwithstanding anything to the contrary, Company shall not be obligated to pay any Finder's Fees for any (a) potential Customers that are already engaged or are actively pursued by Company as reasonably documented by Company, or (b) potential Customers introduced by Finder but have not obtained any Solutions from Company within twelve (12) months from its introduction to Company.

"Purchase Price" means the net sales price (exclusive of sales tax and after applying any discounts, credits, rebates, and adjustments) of the Solutions sold by Company to Customers . introduced by Finder hereunder under the Customer's first order.

"Customer Payment" means the share of the Purchase Price invoiced by Company and paid by the respective Customer for the applicable Solutions and period related to such .invoice.Customer Payments may be monthly or as an upfront annual term payment, as agreed to between Customer and Company.

4. Payment of Finder's Fee. Company shall pay the Finder's Fee within thirty (30) days of Company's actual receipt of unconditional payment of the corresponding Customer Payment.No Finder's Fee shall be owed hereunder for any sale to a Customer if Company had a previous relationship or contact with that Customer. Any amounts claimed but in dispute for Finder's Fees owed under this Agreement must be submitted to Company within thirty (30) days following any notice by Company to Finder of the applicable Finder's Fee owed based on the executed agreement with the applicable Customer.

5. Discount. Company, on a case by case basis, may agree in writing with Finder to offer a particular Customer a discount to the Purchase Price. Any such discount, shall be

determined by Company in its sole and absolute discretion, and Company shall never be obligated to provide any Customer a discount without such mutual agreement.

6. Independent Contractor. Finder is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Finder and Company for any purpose. Finder has no authority (and shall not hold itself out as having authority) to bind Company and Finder shall not make any agreements or representations on Company's behalf without Company's prior written consent. Without limiting the above, Finder will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Finder's behalf. Finder shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Finder shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement. Any persons employed or engaged by Finder in connection with the performance of Finder's obligations hereunder shall be Finder's employees or contractors and Finder shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employees or contractors.

7. Confidentiality. All non-public, confidential, or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Company to Finder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Finder shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section 7. This section shall not apply to information that is: (a) in the public domain; (b) known to the Finder at the time of disclosure; or (c) rightfully obtained by the Finder on a non-confidential basis from a third party.

8. Publicity and Announcements. Finder shall not (orally or in writing) publicly disclose or issue any press or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of Company, except to the extent that Finder is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.

9. Limitation of Liability.

(a) Exclusion of Consequential and Related Damages. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF CYVATAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

(b) Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY COMPANY IN THE SIX (6) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

(c) Indemnity. Finder shall defend, indemnify, and hold harmless Company, and any of its directors, officers, and shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, incurred by Company, arising out or resulting from any claim of a third party related to Finder's actions or omissions in violation of this Agreement.

10. Term and Termination.

(a) The term of this Agreement commences on the Effective Date of this Agreement and continues for a period of one (1) year, unless and until earlier terminated as provided under this Agreement (the "Initial Term"). Upon expiration of the Initial Term, this Agreement automatically renews for additional successive one (1) year terms unless and until either Party provides Notice of nonrenewal prior to the end of the then-current term, or unless and until earlier terminated as provided under this Agreement (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Notwithstanding the foregoing, either Party, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least three (3) days' prior written notice to the other Party.

11. Arbitration; Opt; and Class Action Waiver.

(a) Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the

American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The place of the arbitration shall be in Orange County, California.

(b) Opt-Out. Finder may elect to pursue its own claim(s) in small-claims court rather than arbitration if Finder provide us with written notice of its intention do so within sixty (60) days of Finder's agreeing to this Agreement. This notice must be provided by mailing such notice to the mailing address ATTN: Cyvatar.io, 530 Technology Drive, Suite 100, Irvine, California 92618, or by emailing Company to CydeHustle@Cyvatar.ai. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(c) CLASS ACTION WAIVER – READ CAREFULLY. FINDER AGREES TO AN ARBITRATION ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, FINDER OR COMPANY WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

12. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be provided in writing and addressed to the relevant Party as follows:

(i) Notice to Company: All notice made to company shall be addressed to ATTN: Cyvatar.io, 530 Technology Drive, Suite 100, Irvine, California 92618, or to such other address that may be designated by Company from time to time.

(ii) Notice to Finder. All notices made to Finder may be provided to the current mailing address that Company has on file as provided by Finder, or to the email address used when agreeing to this Agreement or as Finder updates in the partner portal made available to Finder by Company.

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the County of Orange, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(c) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) Finder shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Finder's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(h) The Parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.