

## REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (the “Agreement”) is a legal agreement between you (“Referral Partner Company”) and Machine Commons Limited – the Machine Learning Collective; a company incorporated under the laws of New Zealand, having its registered legal address at 3/8 Tobruk Crescent, Milford, Auckland 0620, New Zealand, hereinafter referred to as “MC”.

MC and the Referral Partner Company, herein being collectively referred to as the “Parties.”

**By submitting a form on the “refer a client” page, you agree to and are bound by the terms and conditions contained in this agreement.** This agreement includes the terms and conditions below and any documents or materials referenced herein. This Agreement shall be effective as of the date of such form submission (“Effective Date”).

- 1.) **Purpose.** Referral Partner may submit leads of potential new customers (each a “Prospective End Customer”) to MC for the purpose of assisting MC to win new business. For the sake of clarity, any use of the term “partner” in this Agreement or in connection with the relationship created by this Agreement shall in no way imply that the Parties are engaged in a joint venture or that either Party otherwise has any ownership interest in, or common enterprise with, the other Party.
- 2.) **Qualification Process.** Referral Partner shall submit leads to MC for each Prospective End Customer through the online form on the “Refer a Client” webpage. Referral Partner shall complete all required fields as specified on such online form. MC shall notify Referral Partner, via email, if a lead has been “accepted” within five (5) business days of submission of the form. MC may reject any lead for any reason at its sole discretion. In order for Referral Partner to receive a referral commission (a “Referral Fee”), MC and Prospective End Customer must enter into a valid and binding service contract agreement within one hundred eighty (180) days of MC’s email notification to Referral Partner of its acceptance of the Prospective End Customer lead.
- 3.) **Referral Fees and Payment.** MC shall pay to Referral Partner the following REFERRAL FEES: 7.5% OF ALL SERVICE CONTRACT FEE REVENUE OR 50% OF MC’S PROFIT MARGIN (WHICHEVER IS THE LOWER AMOUNT), received by MC for the Product Offerings pursuant to a Consummated Transaction. “Service Contract Fee Revenue” shall mean the fees paid to MC by Prospective End Customer for the first twelve (12) months of Prospective End Customer’s engagement with MC’s Product Offerings, minus any Incidental Expenses and excluding any Add-on Sales. “Incidental Expenses” shall mean (a) costs attributable to sales, use, value-added, excise and other taxes, customs duties and other governmental charges; and (b) returns or credits. “Add-on Sales” shall mean additional purchases of MC’s Product Offerings made following a Prospective End Customer’s initial purchase. For avoidance of doubt, the Parties understand and agree that Service Contract Fee Revenue shall include professional services, maintenance services and consulting services fees. The Referral Fee is payable no later than sixty (60) days after the date on which MC receives payment from the Prospective End Customer in connection with the Consummated Transaction. Referral Partner shall be responsible for all taxes, duties, VAT charges and similar taxes and fees which are levied or imposed by reason of Referral Fees paid to Referral Partner, including but not limited to taxes on Referral Partner’s income.

- 4.) **Unauthorised Representations; No Authority.** Referral Partner shall refrain from making any representations, warranties or guarantees to Prospective End Customers or to the trade with respect to the specifications, features or capabilities of MC's Product Offerings that are deceptive, misleading or otherwise inconsistent with the literature distributed by MC or its Collective Network Suppliers with respect thereto. Referral Partner is not the agent of MC and has no authority to execute contracts on MC's behalf. Referral Partner agrees to take all commercially reasonable steps to preserve and protect the goodwill and reputation of MC. Referral Partner shall not engage in any conduct which may damage MC's reputation. This Agreement is non-exclusive. The Parties understand and agree that MC has the right to solicit Prospective End Customers directly and to appoint any number of additional representatives or agents to provide leads to MC.
- 5.) **Representations and Warranties; Disclaimer.** Each Party represents and warrants that in its performance of any obligations or services contemplated under this Agreement that such Party shall comply with all applicable laws, rules and regulations. OTHER THAN THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY OR TO ANY PERSON OR ENTITY WITH RESPECT TO THE OTHER PARTY'S PRODUCT OFFERING OR OTHERWISE, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MC EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE MC PRODUCT OFFERING THAT MC DEVELOPS OR PROVIDES HEREUNDER.
- 6.) **Limitation of Liability.** EXCEPT FOR REFERRAL PARTNER'S BREACH OF CLAUSE 4 ("UNAUTHORISED REPRESENTATIONS; NO AUTHORITY") OR CLAUSE 8 ("COMPLIANCE"), (i) NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF AND (ii) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE TOTAL AMOUNT PAID OR PAYABLE BY THE OTHER PARTY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.
- 7.) **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the terms of this Clause 7. Either Party may terminate this Agreement for its convenience at any time by providing the other Party with thirty (30) days advance written notice of termination. Clauses 2, 3, 6, 7, 8 and 9 shall survive the termination of this Agreement. Any referrals received and accepted by MC prior to the effective date of termination shall be honoured and payment made pursuant to the terms of this Agreement.
- 8.) **Compliance.** Referral Partner shall comply with the OECD Anti-Bribery Convention, the United Nations Convention Against Corruption (UNCAC), the Asia Pacific Economic Cooperation's (APEC), Santiago Commitment to Fight Corruption and Ensure Transparency, US Foreign Corrupt Practices Act, the UK Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. Referral Partner hereby represents and warrants that, in its performance under this Agreement Referral Partner has not, and will not at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give or promise to pay or give, or authorise the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises. Referral Partner shall promptly inform MC in writing upon becoming aware of any violations of laws in connection with this Agreement. Referral Partner hereby acknowledges and agrees that any violation by Referral Partner of this Section will constitute a material breach of this Agreement. In the event of such a violation, MC will have the right to terminate this Agreement, without any liability whatsoever to Referral Partner, immediately upon providing written notice of termination to Referral Partner. Termination of this Agreement by MC under this section shall be in addition to, and not in lieu of, MC's other legal rights and remedies.

9.) General Provisions. The Parties are independent contractors. Referral Partner shall not have, and shall not represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of MC. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. This Agreement was entered into in Auckland, New Zealand and will be governed by and construed in accordance with the laws of the Commonwealth as formalised by the United Kingdom through the Statute of Westminster in 1931, excluding its conflicts of law rules and the UN Convention on the International Sale of Goods. The Parties agree that any and all disputes arising out of or in any way relating to this Agreement shall be resolved according to UK law and exclusively by binding arbitration before a single arbitrator with the Judicial Arbitration and Mediation Service (JAMS) in London, UK and pursuant to the then existing arbitration rules at JAMS. The Parties hereby consent to jurisdiction in the UK and before JAMS for the resolution of any and all such disputes. Notwithstanding the foregoing, in the event of a breach or alleged breach of Clause 7 (“Confidential Information”) of this Agreement, MC shall be entitled to seek injunctive relief in a district/county or high/Crown court located in the County of London, UK. The Parties further agree that the prevailing Party in any action or proceeding to enforce any right or provisions under this Agreement, including any arbitration proceeding, will be entitled to recover its costs and legal fees, whether by in-house legal staff or outside counsel. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Unless otherwise specifically provided, all notices required or permitted by this Agreement may be delivered personally, emailed, or sent by a nationally recognised overnight courier to the addresses shown below. Such notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after confirmed email. Notices to MC shall be addressed to the attention of its COO. Notices to Referral Partner shall be addressed to Referral Partner’s signatory of this Agreement. This Agreement, including the Exhibits, represents the entire agreement of the Parties, and supersedes any prior or contemporaneous understandings, whether written or oral. This Agreement may not be amended, waived or modified except as expressly provided herein or in writing by the Parties. Neither Party shall assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety without the consent of the other Party, in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. This Agreement may be executed by email and in counterparts, which taken together shall form one legal instrument.