



CHECKISSUING REFERRAL COMMISSION AGREEMENT

This Referral Commission Agreement was entered into on April 2, 2022 (the "Effective Date"), by **Check Issuing LLC** an Arizona corporation (the "Company") and **Referrer Name** (the "Referral Partner").

WHEREAS, Company is a provider of an online platform for payment services. (the "Application").

WHEREAS, Referral Partner is in the business of growth and innovation consulting for companies, and will provide new referral contacts to the Company.

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Company shall pay to the Referral Partner a fee of 10% of all fee-income (postage not included) of each referral lead sent, including all setup and transaction fees.
2. The Company will pay the Referral Partner customer fee on the 10th of the following month for the commission of the previous months billed transactions, unless the commission fees are under \$100.00, whereas they will roll-over to subsequent months to be paid out once the total commission fees have surpassed \$100.00.
3. This agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, any party.
4. The Referral partner understands and agrees that the Company shall be entirely free to accept or reject any proposal that the Referral partner provides.
5. The Referral partner is an independent contractor. The Company will not withhold any taxes and the Referral partner will not be entitled to any benefits, such as unemployment insurance, medical, insurance, pension plans, or other such benefits. Form W-9 will be required for payment.

6. Either party can terminate this agreement by providing 30 days written notice to the other party.
7. In the event of any legal action to enforce this agreement, said action shall be adjudicated in the jurisdiction of the Company and shall be interpreted according to the laws of the State of the Company, and the prevailing party shall be entitled to recover its actual legal fees and expenses incurred in such action from the unsuccessful party.
8. The Referral Partner will notify Checkissuing before or around the time of the referral company contacting and/or executing the agreement with Checkissuing in order to receive the referral comission.

Referral Partner

Company Name: _____

Authorized Representative Name: _____

Signature: _____

Date: _____

Check Issuing LLC

Company Name: _____

Authorized Representative Name: _____

Signature: _____

Date: _____