

**PARTNERSHIP PROGRAM
TERMS AND CONDITIONS
("Terms")**

By submitting your acceptance, you agree to be bound by these Terms which shall be effective as of the date of its submittal ("**Effective Date**").

These Terms are by and between Phonexa Holdings, LLC ("**Phonexa**") and you ("**You**" or "**Your**") for the purpose of memorializing mutual obligations for the referral of "**Prospects**" (as defined herein) to Phonexa's Partnership Program ("**Partnership Program**"). Phonexa and You may each be referred to as a "**Party**" and collectively as the "**Parties**".

1. Prospect

During the "**Term**" (as defined herein), You will, from time to time, refer an individual or organization (collectively, a "**Prospect**") to Phonexa to become a "**New Client**" of Phonexa (as defined in Section 2). You are under no obligation to refer a minimum or a maximum quantity of Prospects or New Clients to Phonexa, nor will Phonexa be obligated to accept a minimum or a maximum quantity of Prospects or New Clients. Phonexa has the sole discretion, pursuant to the terms set forth herein, to admit a Prospect as a New Client.

2. Client Criteria

Upon satisfactory completion of the criteria in this Section and final approval by Phonexa, the Prospect will become a New Client for the purpose of these Terms. To be considered a New Client, each Prospect submitted to Phonexa under these Terms must: (a) Complete and pass, in Phonexa's sole discretion, all standard due diligence appropriate to the type of relationship such Client will have with Phonexa; (b) Have no obligations or restrictions that prevents such Prospect from participating in the Partnership Program; and (c) Execute any separate agreement(s) between the Prospect and Phonexa that Phonexa deems appropriate.

3. Term and Termination

These Terms will begin on the Effective Date and continue until terminated by either Party (the "**Term**") per below. These Terms may be terminated as follows:

- Termination. Phonexa or You may terminate these Terms at any time by sending ninety (90) days' written notice of termination to the other Party.
- Termination or Suspension by Phonexa. Phonexa may suspend or terminate these Terms at any time, with or without notice, for any of the following reasons: (a) You have engaged in deceptive or misleading practices, methods, or technology; (b) You have infringed upon the intellectual property rights of Phonexa or any third party; (c) You have violated any applicable rules, laws, or regulations; (d) You have failed to (i) remedy a material issue or (ii) take action to prevent harm to Phonexa, its

entities, or the integrity of the Partnership Program; or (e) You have committed a material breach of these Terms. Determination of any of the causes listed herein will be in Phonexa's sole discretion.

- Effect of Termination. Upon suspension or termination of these Terms for any reason: (a) You will immediately cease transmitting any communication in connection with Prospects, New Clients or Phonexa clients; and (b) All "Confidential Information" (as defined in Section 7) or proprietary information of Phonexa in Your possession or control must be immediately destroyed.

4. Payment and Taxes

Upon a Prospect becoming a New Client, Phonexa will provide You a commission, credit, discounted fee, or mutually agreed consideration (based on Your circumstances) pursuant a mutually agreed to commission addendum. Each Party shall be responsible for any taxes applicable to including, but not limited to, franchise or privilege tax on its business, VAT, or tax for gross or net income.

5. Disclaimers/Liability

THESE TERMS, THE REFERRAL PROGRAM, DATA, AND ANY OF THE OBLIGATIONS HEREIN ARE PROVIDED BY PHONEXA ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER PHONEXA NOR ANY OF ITS AGENTS, AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SUCCESSORS, AND ASSIGNS MAKE ANY WARRANTIES (INCLUDING IMPLIED WARRANTIES OF PURPOSE, NON-INFRINGEMENT, AND MERCHANTABILITY), REPRESENTATIONS, OR GUARANTEES; EXPRESS, IMPLIED, VERBAL, OR OTHERWISE.

IN NO EVENT WILL PHONEXA BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, LOST OPPORTUNITY, LOSS OF BUSINESS REPUTATION, OR THE LIKE) ARISING OUT OF OR RESULTING FROM THESE TERMS, AT LAW OR IN EQUITY, EVEN IF PHONEXA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD ANY LIABILITY BE IMPOSED ON PHONEXA, THE MAXIMUM TOTAL AMOUNT PHONEXA SHALL BE RESPONSIBLE FOR SHALL BE \$100.

UNDER NO CIRCUMSTANCES WILL PHONEXA BE LIABLE TO FINDER OR ANY THIRD PARTY, INCLUDING ANY NEW CLIENTS OBTAINED THROUGH FINDER'S MARKETING EFFORTS, IN ANY MANNER WHATSOEVER. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A MATERIAL INDUCEMENT TO PHONEXA ACCEPTING THESE TERMS.

6. Indemnification

You will defend, indemnify, and hold harmless Phonexa and its employees, representatives, subsidiaries, affiliates, officers, directors, suppliers, and agents from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, that are incurred by any Phonexa indemnified party arising out of or related to any action, inspection, inquiry, investigation, or third-party claim alleging: (a) breach or non-fulfillment of any provision of these Terms by You; or (b) any failure by You or Your personnel to comply with applicable laws in Your operation of its business or the performance of its obligations under these Terms.

7. Miscellaneous

No Representations/No Obligation. You make no representations regarding any Prospect that may or may not become a New Client. Phonexa assumes the burden to perform any due diligence it may desire prior to admitting such Prospect as New Client. Phonexa reserves the right to terminate any relationship it has with any Prospect or New Client, at any time, with or without cause, without any liability to You.

Confidentiality. In addition to any obligation either Phonexa or You may have to each other under any other agreement, these Terms including, but not limited to, the identity of any Prospect, the amount of any fee(s), the amount of any commission Phonexa pays to You, the existence of these Terms or any termination of these Terms or Phonexa's non-public activities and information (collectively, "**Confidential Information**") are and will remain confidential and You will keep all such information secret and shall not disclose such information. Violation of this section will entitle the Phonexa injunctive relief to enforce this provision.

Miscellaneous. No provision in these Terms will create a relationship between an employer and employee, a partnership, or a joint venture between Phonexa and You. These Terms are the complete and entire agreement between Phonexa and You regarding the matter herein. These Terms may only be amended by a written agreement executed by each Party. No waiver of any breach of any provision of these Terms will constitute a waiver of any breach of any other provision. If any provision contained in these Terms is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the real intention of the Parties, and the remaining provisions of these Terms will remain in full force and effect. Neither these Terms, nor any of the rights, interests or obligations hereunder shall be assigned without the prior written consent of the other Party. Upon proper assignment, these Terms will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Any notices required or permitted under these Terms will be given to the appropriate party at the address specified by each Party.

Arbitration/Law/Venue. Any controversy or claim arising out of these Terms shall be settled by arbitration by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered may be entered in any court having jurisdiction thereof. These Terms will be governed and will be construed with the laws of the State of California. Venue for any dispute arising out of or related to these Terms will be in Los Angeles County, California. Each Party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative.