

## REFERRAL AGREEMENT

### 1. GENERAL

- 1.1. This Referral Agreement (the "Agreement") is an agreement made between Kinesis Limited of Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW (the "Company") and you (or the entity you represent) as a Referrer (the "Referrer") (individually a "Party" and together the "Parties").
- 1.2. The primary business of the Company is the launch and trade of Kinesis Velocity Tokens ("KVT"), as further described in [www.kinesis.money](http://www.kinesis.money) ("Website").
- 1.3. The Referrer desires to introduce potential buyers of KVT ("KVT Applicants") to the Company.
- 1.4. The Company agrees, subject to the terms and conditions herein, to pay customary referral fees ("Fees").
- 1.5. In accepting the Agreement, you acknowledge that you have read, understood, and have had an opportunity to seek independent legal, tax and other professional advice prior to agreeing to it. You also warrant that you are of sufficient age and have full capacity to enter into the Agreement under applicable law.
- 1.6. You understand that the Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You will have no right to claim as a holder of Kinesis any intellectual property rights, functionality or equivalent rights or any other form of participation in or relating to the Kinesis Platform and/or Kinesis Software and/or anything in relation to the Company.

### 2. ACCEPTANCE

- 2.1. The Agreement shall be effective and binding on the Parties when you confirm the terms on the Website to indicate that you have read, understand and agree to the terms of the Agreement, as well as any other disclosures or legal documentation available at the Website contain;

### 3. DUTIES

- 3.1. **Duties of Parties.** The Company hereby retains the Referrer on a non-exclusive basis to provide the service of introducing potential buyer of KVT to the Company, for an initial introduction period of six (6) months ("Introduction Period") for each KVT Buyer introduced.

- 3.2. **Referral Link (URL).** The Referrer shall be provided with a unique referrer URL that KVT Applicants will click to access an offer to invest in KVTs. The details of the KVT Applicant will not be directly shared by the Referrer to the Company nor shall the Company provide the Referrer with details of those KVT Applicants who do apply for, or purchase KVTs ("KVT Buyers").
- 3.3. **Receipts of Funds Statements.** The Company shall provide the Referrer with fortnightly statements (each Friday) which indicate the following: (a) the total number of KVT applied for by referred KVT Applicants (b) the total number of referred KVT Applicants (c) the total number of referred KVT purchases.

## 4. RELATIONSHIP BETWEEN THE PARTIES

- 4.1. The relationship of the Referrer to the Company is that of an independent contractor. Under no circumstances shall the relationship be construed so as to constitute the Referrer as being a partner, employee or agent of the Company. For the avoidance of doubt, neither the Company nor the Referrer shall act as being a partner, employee or agent of the KVT Buyer or KVT Applicant.

## 5. REPRESENTATIONS

- 5.1. **Good Faith.** The Referrer shall act honestly, fairly, professionally and in good faith in his/her conduct with the Company.

## 6. COVENANTS

- 6.1. The Company hereby represents and warrants as follows:
- 6.1.1 The Company is a company duly registered and validly existing under the laws of the Isle of Man;
  - 6.1.2 The Company has full right, power, authority and capacity and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts; and
  - 6.1.3 This Agreement will constitute a legal, valid and binding agreement of the Company enforceable in accordance with terms contained herein upon its execution.
- 6.2. The Referrer hereby represents and warrants as follows:

- 6.2.1 The Referrer has full right, power, authority and capacity and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts; and
- 6.2.2 his Agreement will constitute a legal, valid and binding agreement of the Referrer enforceable in accordance with terms contained herein upon its execution.
- 6.2.3 The Referrer will comply with all applicable legal requirements relating to the matters and transactional matters contemplated herein in jurisdiction where the Company is registered.

## 7. TERM

- 7.1. The initial term of this Agreement shall be for six (6) months from the Effective Date of this Agreement. Upon the expiration of the Introduction Period, this Agreement shall be renewed automatically on a six (6) months basis unless written notice of non-renewal is provided by either party to the other Party at least thirty (30) days prior to the expiration of the Introduction Period or the renewal period.

## 8. RENUMERATION

- 8.1. **Fees.** The Fees shall be equal to 3% of the value of the KVT purchased in each Qualified Transaction (as defined in Clause 8.2 below) for each KVT Buyer introduced by the Referrer during the Introduction Period exclusively.
- 8.2. **Qualified Transaction.** A transaction shall be a qualified transaction ("Qualified Transaction") and subject to the Fees above if
  - 8.2.1 The KVT Buyer has satisfied the Company's "know your client" (KYC) requirements and other applicable compliance requirements and has entered into an agreement with the Company within two (2) months after the introduction by the Referrer for purchase of the KVT,
  - 8.2.2 The funds or value in relation to the purchase of KVT by the KVT Buyer have cleared.
- 8.3. **Whole KVT.** Payments of Fees for Qualified Transactions shall be in whole KVT only and shall be rounded down to the nearest KVT.

- 8.4. **Costs.** The Referrer shall be responsible for its own costs of executing this Agreement and the Qualified Transactions and carrying out its obligations under this Agreement as well as all related out of pocket expenses.
- 8.5. **Settlement.** The Company shall pay the Referrer the Fees due upon the close of the Token sale as updated from time to time on the Website, in accordance with the periodic statements issued by the Company to the Referrer in accordance with Clause 3.2.
- 8.6. **Settlement Terms.** The Fees due to the Referrer shall be paid in KVT irrespective of the purchase denomination, within 14 days the closing of the Token sale provided by the Referrer to the Company.
- 8.7. **Taxes.** Each Party is responsible for its respective tax reporting and filing obligation as required by relevant authorities in any relevant jurisdictions. In any instance where the Company is required by regulations or government authorities to withhold any taxes on any payment of Fees to the Referrer, the amount paid to the Referrer shall be net of any such withholding.
- 8.8. **Obligations to Pay.** Irrespective of the provisions in Clause 7 regarding the terms of the Agreement, in respect of a particular KVT Buyer referred to the Company by the Referrer, following the expiry of the Introduction Period of the Referrer, the Company shall have no further liability to the Referrer regarding the Fees for the trading with the KVT Buyer introduced and the Referrer shall not be entitled to receive any additional compensation or reimbursement of expenses.

## 9. TERMINATION

- 9.1. Both Parties may terminate this Agreement by giving written notice of termination to the other Party within thirty (30) days for any reason.
- 9.2. Both Parties agree and acknowledge that the representations and covenants contained herein shall survive any termination or expiration of this Agreement.

## 10. INDEMNITY

- 10.1. The Referrer hereby undertakes and agrees to indemnify, defend and hold the Company and its directors, officers, employees and agents, harmless against all claims, demands, actions or proceedings which may be made against any of such persons, and all damages, liabilities, losses and costs (including but not limited to legal fees and expenses), which any of such persons may suffer or incur, directly or indirectly, in whole or in part as a result of the Referrer's misrepresentations, negligence, fraud, misconduct or bad faith.

## 11.CONFIDENTIALITY

- 11.1. Each Party acknowledges that in performing under this Agreement, it and its personnel may have access to the other Party's confidential and proprietary information ("**Confidential Information**"). Confidential Information shall include, without limitation, all information related to a Party's general business operations (such as sales, marketing plans, costs, profits, pricing methods and financial information), software (source code and object code), algorithms, trade secrets, know-how, information technology systems, equipment, technical designs, and maintenance policies and employee, supplier, and customer lists.
- 11.2. The receiving Party shall treat all information learned or acquired in the course of performing under this Agreement as Confidential Information, unless it is clearly available to the general public or the receiving Party can show it was already in its possession at the time of receipt or was independently developed without use of the disclosing Party's Confidential Information or is hereafter made public through no fault of the receiving Party. The receiving Party will hold all of the disclosing Party's Confidential Information in strict confidence and not use the disclosing Party's Confidential Information for the benefit of any third party or for any purpose other than as necessary to perform under this Agreement.
- 11.3. The receiving Party may disclose the Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction; provided that, to the extent it is legally permitted to do so, it gives the disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8, it takes into account the reasonable requests of the disclosing Party in relation to the content of this disclosure.

## 12. NOTICE

- 12.1. Any notice or other writing required, or permitted, to be given hereunder shall be deemed to be sufficiently given if delivered, or if mailed by registered mail, by facsimile, or by email, addressed as follows:

In the case of the Company:

**KINESIS LIMITED,**

First Floor, Millennium House,

Victoria Road, Douglas,

Isle of Man, IM2 4RW

Attn: Thomas Coughlin

Email: [thomas.coughlin@kinesis.money](mailto:thomas.coughlin@kinesis.money)

In the case of the Referrer:

As provided in the Web Application

## 13. MISCELLANEOUS CONDITIONS

- 13.1. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties hereto in respect to the subject matter contained herein. No restrictions, promises, representations, warranties, covenants or undertakings made prior to this Agreement other than those expressly set forth as referred to herein shall be imposed on the Parties.
- 13.2. **Non-Waiver.** Any condoning, excusing or overlooking by the Company of any default, breach of non-observance by the Referrer at any time, or times, in respect of any agreement, proviso, or condition contained in this Agreement shall not operate as a waiver of the Company's rights under this Agreement in respect of any subsequent default, or non-observance.
- 13.3. **Headings.** The headings to this sections in this Agreement have been inserted as a matter of convenience and are for reference only and in no way, define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 13.4. **Severability.** Should any provision, or provisions, of this Agreement be illegal inserted or not enforceable, it, or they, shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties as though the provision had never been included.
- 13.5. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Isle of Man Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be resolved through negotiation in an equal and friendly manner between the Parties. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Isle of Man.
- 13.6. **Arbitration.** Any disagreement or dispute between the Parties arising under, in connection with or in relation to the Agreement shall be resolved exclusively and finally by confidential binding arbitration in accordance with the procedures set forth in this Clause 13.6. The arbitration shall be conducted in the Isle of Man, or such other location if the Parties mutually agree. The arbitration proceedings shall be conducted in English. The arbitration proceedings will be conducted in accordance with, and pursuant to, the then most applicable rules of arbitration (the "Arbitration Rules") of the International Chamber of Commerce which can be found here: <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. A single neutral arbitrator (the "Arbitrator") shall be selected pursuant to the Arbitration Rules; provided that (notwithstanding the Arbitration Rules) each party shall have the right to pre-emptively challenge any Arbitrator that has previously arbitrated any matter for either Party. The Arbitrator will have the same power (but no greater power) to grant all appropriate legal and equitable relief, both by way of interim relief and as a part of the final award, as



may be granted by any court of competent jurisdiction, in order to carry out the terms of this Agreement (including declaratory and injunctive relief and damages). The Arbitrator shall render an award and written opinion explaining the award, and the decisions and award of the Arbitrator shall be final and binding upon the Parties. All awards and orders of the Arbitrator, including interim relief, may be enforced by any court of competent jurisdiction. The Parties agree that the award of the Arbitrator may be enforced against them or their assets wherever they may be found and that a judgment upon the award may be entered in any court having jurisdiction thereof. The Parties hereto hereby waive to the fullest extent permitted by applicable law any rights to appeal or to review of such award by any court or tribunal. In the event of any conflict between the Arbitration Rules and the provisions of this Clause 13.6, this Clause 13.6 shall prevail.

- 13.7. **Assignments.** The Referrer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this clause shall be null and void. The Company may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement to any of its affiliates without the Referrer'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.
- 13.8. **Amendments.** Both Parties agree and acknowledge that this Agreement, and each of the terms and provisions hereof, may be amended, modified, waived or supplemented at the sole and absolute discretion of the Company without any prior notice.
- 13.9. **No Third-Party Rights.** The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective affiliates, subsidiaries, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person.
- 13.10. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which may be executed and delivered via email with the same validity as if it was manually executed document.

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