



REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement (“**Agreement**”) is made as of the date of the last signature below (the “**Effective Date**”), by and between Qure4u, Inc., a Delaware corporation with a principal place of business at 6127 26th Street West, Bradenton, FL 34207 (hereinafter, “**Qure4u**”), and Global Presence Enterprise LLC, a Florida limited liability company with a principal place of business at 10031 Pines Blvd #220, Pembroke Pines, FL 33024 (hereinafter, “**Referral Partner**”). Qure4u and Referral Partner are collectively referred to as “**Parties**” or individually as “**Party.**”

This Agreement consists of this Cover Page and the following documents:

- Terms and Conditions
- Exhibit B (Qure4u Marks)

IN WITNESS WHEREOF, the parties hereby indicate their acceptance of the terms of this Agreement by causing their duly authorized officers or representatives to execute this document as of the Effective Date.


QURE4U INC.

GLOBAL PRESENCE ENTERPRISE LLC

BY: _____
(Authorized Signature)

(Typed or Printed Name/Title)

(Date)

BY: 

(Authorized Signature)

Jack Hakimian
(Typed or Printed Name/Title)

12-14-21
(Date)

Qure4u provides patient engagement, telehealth and virtual care software and related products and services (the "Services") and desires to engage Referral Partner as an independent contractor to market and sell Services to customers. Referral Partner desires, for a commission or other benefit provided herein, to market and sell Services to customers.

1. Responsibilities of Referral Partner. Referral Partner agrees that it will, at its own expense:

- a. Use its best efforts to promote and market the Services, at the prices and on such other terms and conditions as Qure4u may from time to time determine and communicate to Referral Partner.
- b. Obtain and submit complete and accurate documentation as required by Qure4u for the documentation and completion of sales and delivery of Services.
- c. Not misrepresent the rates or Services or make any warranties or other representations about the Services except those specifically stated in the approved, written Qure4u sales materials.
- d. Perform other activities reasonably requested by Qure4u to assist in customer support, growth, retention and collections.
- e. Obtain written approval of Qure4u prior to displaying or disseminating any marketing materials, advertising, promotional literature or press releases identifying Qure4u Services, logo or branding.
- f. Comply with all federal, state and local laws, rules, and regulations, and Qure4u sales and billing policies, as adopted or amended from time to time.
- g. Maintain current contact information with Qure4u. Referral Partner's initial contact information is:

Contact Name: _____
 Email: _____
 Address: _____
 Phone: _____

2. Responsibilities of Qure4u. Qure4u agrees that it will, at its own expense:

- a. Provide such pricing guides, technical promotional material, literature and bulletins to Referral Partner as Qure4u deems necessary, reserving the right to modify materials in its sole discretion.
- b. Provide sales and technical training to Referral Partner as Qure4u deems necessary to sell Services, reserving the right to modify training in its sole discretion.
- c. Upon acceptance of a Customer contract, Qure4u shall be responsible for customer documentation, delivery of services, support, and billing of Customers.

3. Referral Fee and Payments. Qure4u shall pay Referral Partner a referral fee (the "Referral Fee") of (i) 10% of the monthly recurring revenue billed to customers who were procured by Referral Partner pursuant to this Agreement and entered into a customer contract with Qure4u, such Referral Fee to be paid for one (1) year from the date that customer entered into a contract with Qure4u ("Initial Term Referral Fee"), and (ii) 5% of the monthly recurring revenue billed to customers who were procured by Referral Partner pursuant to this Agreement and entered into a customer contract with Qure4u, such Referral Fee to be paid for any Renewal Term of such customer contract with Qure4u ("Renewal Term Referral Fee"). Monthly recurring revenue specifically excludes setup charges, initial charges, hardware, licensing charges, other pass-through charges and any charges or amounts that Qure4u is required by laws or other regulations to deduct. The Referral Fee is subject to change from time to time to reflect changes in costs, governmental laws and regulations, competitive pressures, and on a case-by-case basis, special customer pricing. Qure4u shall pay the Referral Fee by the last day of the month following the month when Qure4u receives payment. Qure4u will have the right to discontinue paying Referral Fee to Referral Partner if its customer fails to make monthly payment or cancels its Services and may deduct costs of collections and write-offs, if required.

4. Term and Termination.

- a. The initial term of this Agreement is one (1) year from the Effective Date ("Initial Term"), unless modified or terminated earlier pursuant to the terms of this Agreement. The Agreement will automatically renew for consecutive one (1) year terms ("Renewal Terms" and together with the Initial Term, the "Term"), provided that Referral Partner remains actively engaged (which shall be defined as procuring not less than one (1) new customer for Qure4u during the previous twelve (12) month term) until terminated by either Party. Either Party may terminate the Agreement upon thirty (30) days written notice to the other Party.
- b. Qure4u will have the right to terminate the Agreement immediately upon the occurrence of any of the following events by Referral Partner: Insolvency, bankruptcy, receivership, failure to comply with federal, state or local laws, rules or regulations, intentional or willful misrepresentation of the Services or cost of Services, breach or violation of any of the terms of this Agreement.
- c. Upon the termination of the Agreement by Qure4u pursuant to Section 4(a) above, Qure4u will pay outstanding Referral Fees at Referral Partner's then-current Referral Fee percentage until the earlier of: (A) expiration of the then-current term (whether Initial Term or Renewal Term) of the customer agreement with Qure4u, or (B) either of the following to occur: (i) Qure4u discontinues providing Services to customer; or (ii) Referral Partner fails to provide support and services to customer, as evidenced by customer's complaint to Qure4u. If this Agreement is terminated by Referral Partner pursuant to Section 4(a) above or by Qure4u as provided in Section 4(b) above, Qure4u will have no further obligations to pay Referral Fees to Referral Partner.
- d. Immediately upon termination of this Agreement, Referral Partner will (i) stop marketing and selling the Services, (ii) at Qure4u's option, destroy or deliver to Qure4u all materials relating to Qure4u; (iii) discontinue the use of any Qure4u logo, trademarks, service marks or other branding materials; and (iv) stop representing itself as a Referral Partner or any other representative of Qure4u.

5. Representations. Each Party represents that: (i) it will perform its obligations under this Agreement in a legal, ethical and professional manner; (ii) its execution, delivery and performance does not violate any law, statute or governmental regulation or infringe on the rights of any third party; (iii) it is not bound by any obligations that interfere with this Agreement, and (iv) it has the authority to enter this Agreement and the person executing the Agreement has the authority to bind it.

6. Non-exclusivity. Qure4u expressly reserves the right to market and sell the Services itself, and to contract with others to market and sell the Services. No franchise, territory or other provision of exclusivity is granted to Referral Partner. Nothing in this Agreement shall prevent Qure4u from taking over business negotiations at any stage thereof and conducting them directly with customers and in such event Referral Partner shall be entitled to receive Referral Fees only in accordance with Section 3 of this Agreement.

7. No Authority to Bind, Expenses and Taxes. This Agreement does not create a relationship between the Parties as employer/employee, franchisor/franchisee, joint-venturers, or establish Referral Partner as a representative of Qure4u for any purpose other than the solicitation of orders for Services. Referral Partner is not authorized to make contracts, transact business, make any warranty or representation, or assume or create any obligation or responsibility on behalf, or in the name of, Qure4u. Referral Partner is responsible for the expenses it incurs in its efforts to solicit customers, Qure4u will not withhold income or other taxes, and Referral Partner must pay all taxes due as a result of Referral Fees paid by Qure4u.

8. **Right to Modify Services, Rates, Materials and Policies.** Qure4u reserves the right to add, modify or delete Services, rates, charges, materials, Referral Fees and Qure4u policies from time to time in its sole discretion, and will notify Referral Partner of material changes.
9. **Order Acceptance, Discontinuance of Service, Cancellation.** Qure4u may, in its sole discretion and without any liability to Referral Partner, modify or reject any customer contract obtained by a Referral Partner, and no customer contract will be binding until accepted by Qure4u. Qure4u reserves the right to suspend or discontinue providing any Service and cancel any customer contract in whole or in part, without liability to Referral Partner. No Referral Fee will be due to Referral Partner in the event that a customer contract is refused, and Qure4u shall not be liable to Referral Partner for Referral Fee or expenses.
10. **Referral Fee Dispute.** Referral Partner must provide written notice of Referral Fee payment errors to Qure4u within thirty (30) days from Referral Fee payment date. After thirty (30) days, all Referral Fees will be deemed satisfied and complete.
11. **Confidential Information.**
- a. "Confidential Information" shall mean any information relating to, or disclosed in the course of, this Agreement, which is designated as 'confidential' or 'proprietary' or some similar designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to Qure4u's software, documentation, content, the terms and pricing under this Agreement, business strategies, specifications, and technical data. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.
- b. During the term of this Agreement and for two (2) years after the termination of Qure4u's obligation to pay Referral Fees to Referral Partner, each party shall treat as confidential all Confidential Information of the other party, will not use or disclose such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse, or removal of the other party's Confidential Information, and will not disclose such Confidential Information to any third party except as may be reasonably necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care.
12. **Marks.** During the term of this Agreement, Qure4u grants Referral Partner a nonexclusive, nontransferable right to use service marks, trademarks, trade name, and logo design of Qure4u (collectively, the "Qure4u Marks") specifically for marketing materials related to the Services. All uses of the Qure4u Marks shall require prior written approval of the specific marketing material, website or other collateral [and shall comply with the Guidelines set forth in Exhibit B hereto].
13. **Non-Solicitation.** Referral Partner agrees that during the term of this Agreement and for one (1) year after termination of Qure4u's obligation to pay Referral Fees to Referral Partner, Referral Partner will not knowingly contact or solicit the business of any customer for the purpose of moving or switching such customer from Qure4u to another provider of Services similar to those provided by Qure4u. Referral Partner further agrees that during the term of this Agreement and for a period of one (1) year thereafter, Referral Partner will not solicit, recruit, or induce to leave, directly or indirectly, for Referral Partner's own account or for any other business, any of Qure4u's employees.
14. **Email and Fax Marketing.** Referral Partners must refrain from conducting unsolicited email and fax campaigns to market Qure4u's Services and in all cases comply with state and federal regulations regarding unsolicited advertisements.
15. **Indemnification.** Referral Partner will indemnify, defend and hold harmless Qure4u against any and all claims, losses, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) that arise directly or indirectly out of: (i) the breach of any representation, warranty, or provision of this Agreement; (ii) any infringement by Referral Partner of any right belonging to a third party; and (iii) the activities of Referral Partner performed under this Agreement.
16. **LIMITATION OF LIABILITY.** QURE4U SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF REFERRAL PARTNER ARISING UNDER THIS AGREEMENT. QURE4U MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MAXIMUM LIABILITY OF QURE4U TO REFERRAL PARTNER UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY QURE4U TO REFERRAL PARTNER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO LIABILITY UNDER THIS AGREEMENT.
17. **Entire Agreement.** This Agreement, together with all exhibits and schedules, which are incorporated herein by reference, constitute the entire understanding and agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements between the Parties on the subject matter of the Agreement.

18. **Notices.** Except where otherwise specifically provided, any notice required or permitted to be given, made or accepted by any party to the other under this Agreement must be in writing and may be given or be served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by overnight courier. All notices to Referral Partner will be made to that contact person named in Section 1(g) of this Agreement, as updated from time to time. All notices to Qure4u shall be made to 6127 26th Street West, Bradenton, FL 34207, Attn: General Counsel.

19. **General.** The paragraph headings and captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, U.S.A., without reference to its choice or conflicts of law principles. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state and federal courts located in Manatee County, Florida, and the parties hereby submit to the personal jurisdiction and venue of these courts. The Parties agree that in the event of a breach of this Agreement monetary damages would not provide an adequate remedy, therefore in

addition to any other legal or equitable remedies, including attorney's fees, the non-breaching Party will be entitled to seek an injunction or other equitable relief. The Parties' rights and obligations under Sections 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, and 19 of the Agreement shall survive termination or expiration of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain in full force and effect. The parties agree that the prevailing party in any such action shall be entitled to recover reasonable attorney's fees from the other party, including fees at both trial and appellate levels in addition to any other relief that may be awarded. Waiver by either party hereto of any breach or default by the other party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party hereto to assert its or his rights hereunder on any occasion or series of occasions. This Agreement may not be altered, modified or amended except by a written instrument signed by each of the parties hereto. This Agreement may not be assigned by Referral Partner without the written consent of Qure4u. This Agreement shall be binding on the Parties and any person or entity which succeeds to the interest of either Party.

EXHIBIT B – QURE4U MARKS AND TRADEMARK GUIDELINES

Qure4u Marks:

Current Qure4u marks include, but are not limited to, the following:

- Qure4u MyCarePlan
- Qure4u Check-in
- Qure4u CareManager
- Qure4u MyWomanCare
- Qure4u MyWomanCare Checkin

Policy for Use of Qure4u Marks:

1. Introduction. The following guidelines apply to the authorized use of the trademarks, service marks, and logos of Qure4u licensed pursuant to this Agreement in advertisements, labels, catalogs, brochures, press releases, and all other licensed uses of Qure4u trademarks. For convenience, "trademarks" shall include registered or unregistered trademarks, service marks, or brand names of Qure4u.

2. Permission Required. Before Referral Partner may use the trademarks, Referral Partner must obtain Qure4u's prior review and written approval, in its reasonable discretion, of the form, content and context of any intended use. This does not apply if the use is a customary incidental use in advertising, but in that case, proper attribution to Qure4u as the trademark owner is required.

3. Attribution; Legend. Referral Partner must always give proper attribution to Qure4u as the trademark owner. When Referral Partner uses the trademarks in advertising, Referral Partner must include a legend indicating that the trademarks used are registered to Qure4u.

4. Notice. Referral Partner must use a proper trademark notice at least once, the first time the Qure4u trademark appears. Qure4u prefers Referral Partner to use the notice each time the trademark is used. Use ® for registered trademarks, TM for unregistered trademarks, and SM for unregistered service marks. Questions about usage of marks should be directed to legal@qure4u.com.

5. Improper Use. Referral Partner must not use the trademarks to disparage Qure4u, its products or services, or in a manner which, in Qure4u's reasonable judgment, may diminish or damage Qure4u's goodwill in the trademarks. Referral Partner will cease all such uses upon written notification by Qure4u. Referral Partner should not take any action which leads a third party to think the trademarks are owned by Referral Partner, or which might adversely impact Qure4u's reputation. Referral Partner is expected to use the trademarks at all times in a manner consistent with trademark laws.

6. Notification of Improper Use. Referral Partner must notify Qure4u immediately of any improper, infringing, confusing, or unauthorized use of the trademarks by anybody.

7. Appearance. Referral Partner must not alter the appearance of the trademarks or obscure such trademarks in any way. Changing the color, font, or proportions of the trademarks is prohibited.

8. Questions. Questions about usage of marks should be directed to legal@qure4u.com.