

MEMORANDUM OF UNDERSTANDING

REFERRAL PARTNER AGREEMENT

EFFECTIVE DATE: May 27, 2025

BETWEEN REFERRAL PARTNERS: - Eric Laquer - Syed Parvez - Peter Kenny

1. PURPOSE

This Memorandum of Understanding ("MOU") establishes the terms and understanding between the above-named Referral Partners regarding business introductions, commission sharing, and related business activities.

2. DEFINITIONS

For the purposes of this MOU, and in alignment with the Financial Industry Business Ontology (FIBO) standards for unambiguous financial terminology:

- a) "Referral Partner" means any of the individuals named above who acts as a party to this agreement with the capacity to introduce business opportunities and receive compensation.
- b) "Client" means any individual or entity introduced by one Referral Partner to another Referral Partner for business purposes, representing a potential or actual business relationship.
- c) "Business Introduction" means the formal introduction of a Client by one Referral Partner to another Referral Partner, constituting a defined business event that initiates the commission arrangement.
- d) "Commission Payment" means any monetary compensation received by a Referral Partner from a Client as a result of services rendered or products sold, representing a financial obligation fulfilled.
- e) "Assets and Services" means any tangible or intangible products, services, or solutions provided by a Referral Partner to a Client, constituting the business value exchanged.

f) "Nominal Commission Rate" means the standard commission rate as defined in Section 4 of this MOU, representing the agreed percentage of financial compensation.

3. BUSINESS INTRODUCTIONS AND COMMISSION SHARING

a) When a Business Introduction to a Client is made by one Referral Partner that results in Commission Payments by the Client to another Referral Partner, such Commission Payments shall be split equally among all Referral Partners.

b) For Assets and Services sales by a Referral Partner to a Client, two-thirds (2/3) of the Nominal Commission Rate (or otherwise agreed rate) shall be paid to the other Referral Partners, divided equally among them.

c) All Business Introductions shall be documented in the Appendix to this MOU as they occur.

4. COMMISSION STRUCTURE

The Nominal Commission Rate for this MOU shall be: - First year: 18% of total Client payment - Second year: 12% of total Client payment - Thereafter: 6% of total Client payment

5. TERM AND TERMINATION

a) The term of this MOU regarding any specific Client introduction shall be one (1) year from the date of the Business Introduction to that Client.

b) This MOU may be extended by mutual written agreement of all Referral Partners.

c) Any Referral Partner may terminate their participation in this MOU with thirty (30) days written notice to the other Referral Partners. Such termination shall not affect commission sharing arrangements for Business Introductions made prior to the termination date.

6. CONFIDENTIALITY

All Referral Partners agree to maintain the confidentiality of Client information and business opportunities discussed among the Referral Partners.

7. DISPUTE RESOLUTION

Any disputes arising from this MOU shall be resolved through good faith negotiation between the Referral Partners. If resolution cannot be reached, the Referral Partners agree to seek mediation before pursuing other legal remedies.

8. MODIFICATION

This MOU may be modified by mutual consent of all Referral Partners. Any modification must be in writing and signed by all Referral Partners.

9. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of [Jurisdiction].

10. SIGNATURES

By signing below, the Referral Partners acknowledge their agreement to the terms outlined in this MOU.

_____ Eric Laquer Date

_____ Syed Parvez Date

_____ Peter Kenny Date

APPENDIX A: BUSINESS INTRODUCTIONS

This appendix serves as the official record of all Business Introductions made under this Memorandum of Understanding. Each introduction shall be documented promptly upon occurrence, with all relevant details recorded to ensure proper commission tracking and distribution.

Introduction Record

| Date of Introduction | Introducing Partner | Client Name | Receiving Partner(s) | Services/ Products Provided | Commission Rate Applied | Status |
|----------------------|---------------------|-------------|----------------------|-----------------------------|-------------------------|--------|
| | | | | | | |
| | | | | | | |

| Date of Introduction | Introducing Partner | Client Name | Receiving Partner(s) | Services/ Products Provided | Commission Rate Applied | Status |
|----------------------|---------------------|-------------|----------------------|-----------------------------|-------------------------|--------|
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Instructions for Appendix Maintenance:

1. All Referral Partners shall maintain this appendix with accurate and timely information.
2. New introductions must be recorded within five (5) business days of occurrence.
3. The status column shall be updated as the business relationship progresses.
4. Any modifications to commission arrangements specific to a particular introduction must be noted.
5. All Referral Partners must receive an updated copy of this appendix whenever changes are made.

This appendix forms an integral part of the Memorandum of Understanding dated May 27, 2025.