

## Displayr Trusted Advisor Referral Agreement

This Trusted Advisor Referral Agreement (“**Agreement**”) is entered into by and between the (“**Referrer**”) and Numbers International LLC, a limited liability corporation incorporated in the State of Delaware (“**Displayr**”). Referrer and Displayr are referred to collectively herein as the (“**Parties**”). The Referrer has identified potential clients for Displayr (“**Referrals**”), Displayr does not have an existing relationship with such Referrals, and Referrer would like to refer such Referrals to Displayr. In consideration of the mutual covenants and benefits described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms as of the Effective Date.

### 1. Referrals.

- a. During the Term, Referrer will refer Referrals to Displayr to offer its Services (as defined in Schedule A). The Referrer will use its professional judgment as to the appropriateness of a particular introduction (recognizing that some Referrals may not be appropriate at a particular time or at any time).
- b. Displayr will meet or conference and negotiate independently with a Referral. The Referrer may not object to any decisions made by Displayr regarding the terms or conditions of a particular relationship entered into after an introduction. Further, Displayr will have sole discretion to enter into or not enter into an agreement or other arrangement with a Referral.
- c. Referrer represents and warrants:
  - i. Referrer has a prior or existing relationship with Referral;
  - ii. Referrer introduced Displayr and Displayr’s Services to Referral;
  - iii. Referral is interested in learning more about Displayr; and
  - iv. Referrer reasonably believes Referral would benefit from Displayr’s Services.

2. **Referral Fee.** During the Term, Company will pay Referrer a commission (“**Referral Fee**”) on “Services” (as defined in Schedule A attached hereto and incorporated herein) generated as a result of contractual relationships entered into between Displayr and Referrals referred by Referrer in accordance with Schedule A. The Referral Fee shall be considered complete consideration for all Referrals made during the Term. Referrer shall be responsible for any and all income and other taxes applicable to it in connection with its receipt of the Referral Fee. Displayr will not be responsible for any expenses of the Referrer in the course of the performance of its obligations hereunder. Displayr shall notify Referrer in writing within the first 10 days of receiving a referral if Displayr maintains an existing relationship with Referral. In the event Displayr maintains an existing relationship with Referral, Referrer will not be eligible for a Referral Fee.

3. **Agreement.** By signing this Agreement, Referrer acknowledges, understands, accepts and agrees that the Referral Fee shall be full and complete compensation in connection with Referrer sourcing Referral for Displayr.

### 4. Representations and Warranties.

- a. Each Party represents and warrants to the other Party that (i) such Party has full right or corporate or other power and authority to enter into this Agreement, (ii) the

execution, delivery and performance of this Agreement does not and shall not conflict with, or result in the breach of or violation of, any other agreement, instrument, order, judgment or decree to which such Party is bound; (iii) each Party has had the opportunity to have their respective counsel review this Agreement; and (iv) upon execution and delivery of this Agreement, this Agreement shall be a valid and binding obligation of such Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

- b. Except as specifically set forth in this agreement, to the maximum extent permitted by law, each party disclaims all warranties and representations, whether express, implied, or statutory, with respect to the marketing services provided to the other party and other obligations undertaken hereunder, including without limitation, the implied warranties of merchantability, fitness for a particular purpose (even if referrer has been informed of such purpose), or warranties arising from a course of dealing, usage or trade practice. Further, Displayr does not make any warranty that the quality of the services purchased by a referral will meet such referral's expectations.
5. **Non-Waiver.** It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof. No delay or failure by either Party to exercise or enforce at any time any right or provision of the Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of the Agreement.
6. **Severability.** If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions are not affected thereby.
7. **Covenant of Good Faith.** Each Party, in its respective dealings with the other Party under or in connection with this Agreement, shall act in good faith.
8. **Term and Termination.**
  - a. The term (the "Initial Term") of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months. Prior to the end of the Initial Term and each Renewal Term (as hereafter defined), this Agreement will automatically extend for an additional twelve (12) month period (each, a "Renewal Term") unless either party sends the other party a notice of non-renewal at least thirty (30) days prior to the expiration of the Term (as hereafter defined). The Initial Term and any Renewal Terms shall be collectively referred to herein as the ("Term"). This Agreement may be terminated by either party upon thirty (30) days prior written notice without cause, fee, or penalty.
  - b. The following provisions shall survive the Termination Date: Sections 4 (Representations and Warranties), 9 (Limitation of Liability), 10 (Confidentiality), and 11 (Additional Terms).
9. **Limitation of Liability.**

- a. NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. DISPLAYR'S LIABILITY TO REFERRER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO REFERRER OR DUE TO REFERRER PRIOR TO EVENT THAT GAVE RISE TO THE REFERER'S CLAIM.
- b. A party's failure to bring a claim against the other party within one (1) year after the date on which the claiming party becomes aware of the existence of a potential claim, constitutes a waiver of such claim.

#### **10. Confidentiality.**

- a. Referrer and Displayr, and either party's affiliates, and their or their affiliates' officers, directors, trustees, employees, advisers, agents and other personnel, shall use at least the same care and discretion to prevent disclosure of Confidential Information (as hereinafter defined) of the other party as it uses with similar Confidential Information of its own that it does not desire to disclose, but in no event with less than a reasonable degree of care. Either party may use Confidential Information of the other party in order to carry out its obligations hereunder, but in doing so will only allow dissemination of Confidential Information internally on a need-to-know basis (provided such persons are first informed of the confidential nature of such information and directed to use or disclose it only as permitted herein). If either party must disclose any Confidential Information of the other party as required by law, then that party may make such disclosure after providing the other party with reasonable notice so that the other party may seek protective relief.
- b. Nothing herein shall be construed as granting either party any property rights, by license or otherwise, to any Confidential Information of the other party, or to any invention or any patent, copyright, trademark, or other intellectual property right of the other party except as specifically provided for in this Agreement. Neither party shall make, have made, use or sell any product or service or other item using, incorporating or derived from any of the other party's Confidential Information except as provided in this Agreement.
- c. The obligations under this Section 10 will survive the Termination Date, but Confidential Information that is not a trade secret will cease to be protected hereunder two (2) years after the Termination Date. On or before the Termination Date, each party will return to the other party all of that other party's Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all such other Confidential Information in that party's possession.
- d. For purposes of this Section 10, ("Confidential Information") means (1) business or technical information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret (as defined under applicable law), of or about a party provided or made available by such party to the other party that is competitively or commercially valuable to that party and not generally known or readily available by legal means to others, and (2) information regarding the existence, content or status

of the business relationship described herein. Confidential Information shall not include information which (i) at the time of disclosure, was published, known publicly, or otherwise in the public domain, (ii) after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the party receiving the Confidential Information, (iii) prior to the time of disclosure, is known by that receiving party or, after disclosure, is independently developed by that receiving party as evidenced by its written records, (iv) after disclosure, is made available to that receiving party in good faith by a third party who is under no obligation of confidentiality or secrecy to the party disclosing the Confidential Information, or (v) information agreed to be disclosed in accordance with Section 10 hereof.

#### **11. Additional Terms.**

- a. Referrer is an independent contractor. It is expressly understood Referrer is not an agent, partner, joint venture, or employee of Displayr. Referrer shall not have the authority to enter into any contract or agreement to bind Displayr and shall not represent to anyone that Referrer has such authority. Displayr shall not be responsible for withholding taxes with respect to Referrer's compensation hereunder, Referrer shall be solely responsible for paying any income, social security, and other employment taxes due to the proper taxing authorities, and Referrer will not deduct such taxes from any payments to Referrer hereunder. Referrer shall have no claim against Displayr hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Referrer represents and warrants that it is in compliance with all federal, state, and local laws and regulations relating to Referrer's business. Referrer agrees to comply with completing and maintaining Employment Eligibility Verification Form I-9. Referrer agrees to defend and indemnify Displayr for breach of any provision of this Section 11(a) of the Agreement.
  
- b. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Illinois. Each Party to this Agreement consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois. THE PARTIES WAIVE TRIAL BY JURY AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION.
  
- c. The Parties agree such disputed matter shall be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association, at a location in Cook County, Chicago, Illinois, and judgment upon the award rendered by the arbitrator may be entered in a court in Illinois. A Party may submit a matter to arbitration by: (a) giving written notice to the other Party of the intent to submit such controversy or Claim to arbitration of the matter; and (b) if the Parties have not reached a mutually agreed solution within ten days after such notice, a Party may demand by written notice that the controversy or Claim in question be arbitrated in compliance with the AAA Rules. In the event of a dispute or disagreement between or among the Parties hereto either with respect to the interpretation of any provision of this Agreement or with respect to the performance hereunder by Displayr or Client, within 14 days after notice of such dispute or disagreement, each of the Parties will appoint a designated officer to meet for the purpose of resolving such dispute or negotiating an adjustment to such provision. In no event, unless other terms are agreed to in writing by the Parties during the pendency of an ongoing negotiation to

resolve a dispute, shall such negotiations continue for more than 60 days after the appointment of the designated officers. This Section shall survive termination of this Agreement.

- d. Referrer shall not assign its rights under this Agreement, or delegate the performance of any of duties hereunder, without the prior written consent of Displayr. Displayr may assign any rights under this Agreement, or delegate the performance of any of duties hereunder, at its sole discretion.;
- e. No amendment, change, or modification of this Agreement or any exhibit shall be valid unless in writing signed by the Parties.

**12. Electronic Signatures.** This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including email), each of which will be deemed an original, but all of which together constitute one and the same instrument. This Agreement may also be executed by electronic signature, which includes an electronic symbol, or process attached to or logically associated with an electronic document provided, executed, or adopted by a person with the intent to sign the electronic document. For clarity, an electronic signature on this document shall have the same legal effect as an ink or hand-written signature.

**Schedule A**

1. Displayr agrees to pay a Referral Fee for revenue generated from a Referral entering a contract with Displayr or one of its affiliate companies for the purchase of Displayr or Q software licenses. This agreement expressly excludes the sale of professional services.
2. The Parties hereby agree the Referrer shall be eligible for a Referral Fee per the terms of this Schedule A: (a) for so long as this Agreement remains effective and has not otherwise terminated or expired; and (b) if Displayr does not have an existing relationship with such Referral.
3. **Referral Fee.** The Referrer shall receive a Referral Fee equal to ten percent (10%) of Net Revenue generated by Displayr in the 12 months from the date of initial purchase by the new customer.
4. **Payment.** The New Order Referral Fee will be paid to the Referrer on a quarterly frequency, or as otherwise determined by Displayr. The New Order Referral Pay will only become payable once the new customer has paid the relevant invoice.

**Referrer Information**

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Displayr Information**

**James Tarantino, CRO**

[james.tarantino@displayr.com](mailto:james.tarantino@displayr.com)

**847-897-8209**

**Authorized Signature:**  
\_\_\_\_\_

**Official Agreement Effective Date:**  
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