



Referral Agreement

THE PARTIES TO THIS AGREEMENT ARE:

The Agent

Faisal Khan LLC, a Wyoming registered entity with mailing address at *11535 K-Tel Drive, Suite 6117, Minnetonka, Minnesota 55343, United States of America.*

and

The Company

Name of Company :

Address :

WHEREAS the Agent has been engaged to refer potential Licensed Financial Institution to the Company for a referral fee.

Both Parties (the Agent & the Company) agree to the following:

1. The referral fees (in total) shall be a flat fee of:
 - a. **United States Dollars Twenty Nine Thousand Five Hundred Only** (for Fiat Based Solution Only) [**Access to Banking, Merchant Services Account and Payment Processing for ACH**] for every Licensed Financial Institution referred



and signed-up, regardless of the value of the resulting sales of goods or services by the Company.

For the purpose hereof, the referral of a Licensed Financial Institution shall consist in the Agent disclosing in writing to the Company the name of such Licensed Financial Institution, followed by an email and telephone (conference call) introduction putting both parties in contact.

The Company, in its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Licensed Financial Institution.

In the event the Company declines, for any reason, to enter into an agreement with any potential Licensed Financial Institution, the Company shall have no obligation to the Agent under this Agreement or otherwise with respect to such potential institution.

2. The Purpose shall be defined as:
 - a. *"Working with a Licensed Financial Institution & their nominated Program Manager in the United States of America for purposes of providing*
 - i. *United States Customers Access to fund, hold balances and withdraw to/from an E-Wallet with a Licensed Financial Institution & their nominated Program Manager in the United States, and*
 - ii. *Provide Money transmitter License Regulator Coverage in the United States of America for purposes of maximum nationwide domestic and international cross-border remittances, to/from the United States of America, including the Federal Territory of Washington D.C.*
 - iii. *To allow United States Customers Access to fund, pay/receive, and withdraw to/from their attached bank account &/or debit card with a licensed financial institution in the United States."*
3. Referral is considered a successful signing of an agreement between the Company and the Licensed Financial Institution within twelve (12) months from the date of the original email introduction arranged by the Agent and putting in contact between the Licensed Financial Institution and the Company.
4. Upon signing of this referral agreement the Company shall pay the following fees mentioned in Clause 1 as per the following schedule:
 - a. One-time Application Fees (non-refundable): US\$ 1,500 (at the time of signing this referral agreement)



F A I S A L K H A N

- b. For Licensing Coverage: 25% of the agreed amount upon signing of the referral agreement: i.e. US\$ 7,000.
 - c. Another 25% of the agreed amount due upon due-diligence completion: i.e. US\$ 7,000.
 - d. Balance 50% of the agreed amount due at the time of signing the contract with Solution Provider: i.e. US\$ 14,000.
5. The Agent shall issue an invoice to the Company and payment shall be executed (cleared in full) within ten (10) working days of submission of said invoice.
6. Company agrees to pay from any business account only, no personal account payments accepted to the Agent, into an account as designated by the Agent (see attached addendum).
7. All fees paid are non-refundable.
8. Agent shall not make promises or issue any warranty either expressed or implied pertaining to the goods or services offered by the Company unless authorized in writing by the Company to do so.
9. The Agent may share any or all of the information (see list below) provided by the Company with any Licensed Financial Institution potentially interested in dealing with Company in accordance with Clause 2 above.

This information is used to qualify the Company as a potential business lead for the Licensed Financial Institution:

- Ownership Structure
- Place & Address of Business
- Identification Documents for KYC
- Flow of Funds
- Product &/or Service Brief
- Presentations, White-Papers, Write-ups on the Product &/or Service Brief

And any other relevant material as shared by the Company that can further be shared directly with Licensed Financial Institution only.

10. The Company is responsible for determining directly with the Licensed Financial Institution on the products &/or services these institutions are providing and if they are a fit for the Company. It is for the Company to do the adequate due diligence and assess if the Company and the Principal License Holder should enter into a commercial agreement.



11. The Agent in no way endorses, guarantees, warrants, etc. that the products &/or services provided by the Licensed Financial Institution are fit and proper for the Company. It is up to the Company to determine fit and proper criteria for the Company, prior to signing up with Licensed Financial Institution.
12. The Agent shall not share &/or disclose the information provided in Clause 9 with anyone else &/or publish this information anywhere else without the explicit written permission of the Company.
13. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to the Company, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.
14. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of the Company and the Agent shall have no rights under any other agreements entered into by the Company with other Agents.
15. The Company agrees not to disclose privately &/or publicly the names of Licensed Financial Institution provided by the Agent to any third party for purpose of them (the third party) to obtain similar services that the Agent is providing to the Company.

The Company further agrees it will not help, disclose &/or aid other individuals, companies, brokers, intuitions, licensed operators, et. al. to go directly to the Licensed Financial Institution to avail the services as being provided under this contract, with the intent to by-pass The Agent.

16. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice, provided no active referral by the Agent to the Company of Licensed Financial Institution has taken place.
17. This Agreement would automatically be deemed terminated if a successful referral has been made by the Agent to the Company **and** the Company has successfully signed up with Licensed Financial Institution and has settled the dues of the Agent as outlined in Clause 1. However, conditions of Clause 15 would remain.
18. Before termination by either party all outstanding referral fees due to the Agent, if any, at that time shall be settled in full within ten (10) business days.
19. Each party shall indemnify, defend and hold the other party (and all officers, directors, employees thereof) harmless from and against any and all direct claims,



demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, and attorney's fees) which may at any time be suffered or incurred by, or be assessed against, any and all of them, in connection with: (i) such party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees.

20. Agent reserves the right to file a legal claim for full-recovery of referral fees and legal fees if the Company signs up with a referral for Licensed Financial Institution provided by the Agent within twelve months from the date of introduction and the Company and does not pay the Agent when the invoice was presented to the Company.
21. The above-mentioned clause shall remain in force till twelve months after the termination of this agreement &/or after the relationship between The Company and the Licensed Financial Institution has ceased.
22. Under no circumstances shall either party be liable for any indirect, incidental, special, punitive or consequential damages, whether for breach of contract, negligence or under any other cause of action, that result from the relationship or the conduct of business contemplated herein.



23. This Agreement is governed by the Law of England and Wales, and is subject to the non-exclusive jurisdiction of the courts of England and Wales. Both parties agree to submit to the jurisdiction of England and Wales.

This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

Signed on this day:

Faisal Khan *for* Faisal Khan & Company (Agent)

Name :
Title :
Company :

Both signatories duly warrant their authority to sign this agreement.



Addendum A: Term Sheet Offer

The following term sheet consideration offer was presented.

THE TERM SHEET YOU HAVE AGREED TO.

Accepted & Approved in good faith by...

Name :

Title :

Company :



Addendum B: Application Form

This is the original application form you had submitted.

YOUR ORIGINAL APPLICATION THAT WAS FILED WITH US.



Addendum C: Flow of Funds Diagram

The flow of funds diagram as provided by you.