KEMICARD REFERRAL PARTNER AGREEMENT

This Referral Agreement (this “Agreement”) is entered into as of _______________ (the “Effective Date”) by and between Kemisoft Group Ltd. (hereinafter “Provider”) and ________________________located at ____(the “Organization”), each individually a “Party” and collectively the “Parties.”

1. Definitions

1.1 “Confidential Information” means all non-public, proprietary, technical, financial, business, customer, product, security, pricing, roadmap, and other sensitive information disclosed by or on behalf of either party, whether before or after the Effective Date and whether disclosed orally, visually, electronically, or in writing, including the terms of this Agreement.

1.2 “Kemicard” means the Salesforce-native digital wallet solution developed by Kemisoft Group Ltd.

1.3 “Partner Program” means the referral activities expressly authorized by Provider under this Agreement, and does not include reseller, implementation, agency, or representative authority unless Provider expressly agrees in a separate written agreement signed by Provider.

1.4 “Provider IP” means Kemicard, the Partner Program, Provider’s software, technology, documentation, APIs, trademarks, trade names, logos, templates, marketing materials, know-how, data, analytics, improvements, derivatives, and all intellectual property and proprietary rights therein, whether owned by or licensed to Provider.
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1.5 “Customer” means an entity that enters into a direct subscription, license, or services agreement with Provider for Kemicard and has paid all amounts then due to Provider under that agreement.

2. Program Participation and Tiers

2.1 Organization is granted a revocable, non-exclusive, non-transferable, non-sublicensable right to participate in the Partner Program solely to identify and refer prospective Customers to Provider in accordance with this Agreement and Provider’s written policies.

2.2 Provider may assign, change, suspend, or remove Organization tiers, benefits, requirements, and eligibility criteria in its discretion, including Referral, SI, or Strategic tiers.

2.3 Provider may update tier requirements, Partner Program policies, rules of engagement, training requirements, and operational procedures with reasonable notice, and Organization’s continued participation constitutes acceptance.

2.4 Provider reserves the right to suspend, restrict, or revoke Organization’s participation, benefits, access, or tier status at its discretion, including where Provider reasonably determines that Organization’s activities create legal, reputational, security, commercial, or customer relationship risk.

3. Deal Registration and Lead Ownership

3.1 Organization must register leads through Provider-approved mechanisms and provide complete, accurate, current information reasonably required by Provider, including the prospective Customer’s identity, contacts, opportunity details, and Organization’s specific referral activity.

3.2 Lead ownership is granted on a first-registered basis only after Provider validates and accepts the registration in writing, and no lead is owned, protected, or commissionable until such acceptance.

3.3 Provider reserves final determination of lead ownership, qualification, acceptance, rejection, expiration, conflict resolution, and commission eligibility, acting reasonably and based on Provider’s records documented referral activity, existing customer or prospect relationships, and then-current Partner Program rules. Lead registrations expire ninety (90) days after Provider’s written acceptance unless Provider approves an extension in writing.

3.4 Leads may be rejected if incomplete, inaccurate, duplicate, already engaged by Provider or another partner, previously known to Provider, subject to an existing sales opportunity, not in Provider’s target market, or otherwise not qualified under Provider’s then-current Partner Program rules.

4. Fees, Commission, and Payment

4.1 Organization may earn commission only for qualified referrals accepted by Provider in writing, resulting directly from Organization’s documented referral efforts, and closed under a Customer agreement executed during the applicable lead protection period specified by Provider.

4.2 Commission is payable only upon Provider’s receipt of non-refundable Customer payment for the eligible commissionable revenue, excluding taxes, refunds, credits, chargebacks, discounts, professional services, implementation fees, support fees, pass-through costs, marketplace fees, and amounts not actually retained by Provider.

4.3 Payment shall be made within forty-five (45) days after the end of the calendar month in which Provider receives the applicable non-refundable Customer payment, provided Organization has supplied all required tax, banking, invoice, and compliance documentation.

4.4 Provider reserves the right to modify commission structures, rates, eligibility rules, and payment procedures with notice provided the modification will not reduce commissions already earned on accepted referrals before the effective date of the modification unless required by law or due to Organization breach, fraud, or misconduct. Renewal commissions are payable only if and to the extent expressly set out in Exhibit A or otherwise agreed in writing by Provider.

4.5 The compensation structure, including any commission rates, tiers, thresholds, exclusions, and payment conditions, is set out in Exhibit A, which forms part of this Agreement. In the event of any conflict between this Agreement and Exhibit A regarding compensation, Exhibit A controls solely with respect to compensation terms.

5. Organization Obligations

5.1 Organization shall comply with all applicable laws and regulations.

5.2 Organization shall not misrepresent Provider, pricing, availability, features, security, compliance, integrations, warranties, service levels, contractual terms, or Organization’s authority, and Organization shall not make commitments or representations on Provider’s behalf without Provider’s prior written approval.

5.3 Organization shall comply with all applicable Salesforce ecosystem requirements, marketplace rules, Organization policies, acceptable use requirements, and third-party platform terms.

5.4 Organization shall not engage in unethical, fraudulent, misleading, deceptive, harassing, high-pressure, unsolicited, unlawful, or reputationally harmful practices, including spam, scraping, unauthorized use of prospect data, false endorsements, or conflicts of interest not disclosed to Provider in writing.

5.5 Provider may suspend or terminate Organization for breach, suspected misconduct, legal or security risk, non-compliance with Provider policies, failure to maintain required certifications or standards, or conduct that may harm Provider, Kemicard, Customers, prospects, or the Partner Program.

6. Marketing and Branding

6.1 Organization may use Provider’s branding only in accordance with Provider’s written brand guidelines, solely for authorized Partner Program activities, without modifying the branding, registering similar marks or domains, or implying endorsement, reseller status, agency, exclusivity, or partnership beyond this Agreement.

6.2 Provider may use Organization's name and logo for marketing, customer communications, partner directories, case studies, press releases, and sales materials during the term.

6.3 Organization shall not create, publish, or distribute marketing materials, website content, social media posts, emails, proposals, presentations, advertisements, or public statements regarding Provider without Provider's prior written approval, and shall promptly remove or correct any materials upon Provider's request.

7. Confidentiality

7.1 Each party agrees to protect Confidential Information using at least reasonable care and no less than the care it uses to protect its own similar information, and Organization shall not use Provider's Confidential Information except to perform its obligations under this Agreement.

7.2 Disclosure is limited to employees, contractors, professional advisers, and affiliates with a need to know who are bound by confidentiality obligations at least as protective as this Agreement, and the disclosing party remains responsible for their compliance.

7.3 Confidentiality obligations survive for five (5) years after termination or expiration of this Agreement; provided that obligations relating to personal information, security information, source code, product roadmaps, pricing, customer data, trade secrets, and other highly sensitive Provider information survive for so long as such information remains non-public.

8. Data Protection and Privacy

8.1 Organization shall comply with all applicable data protection and privacy laws, including the Personal Information Protection Act (Alberta), Canada's Anti-Spam Legislation, and any other laws applicable to Organization's collection, use, disclosure, storage, or transmission of personal information in connection with this Agreement.

8.2 Organization shall not provide personal data to Provider without all required notices, consents, lawful authority, and permissions, and shall not collect or use personal information through scraping, purchased lists, or other means that would restrict Provider's lawful use of the referral

8.3 Each party is responsible for its own data processing obligations, and Organization shall promptly notify Provider of any actual or suspected unauthorized access to, disclosure of, or loss of personal information or Provider data and reasonably cooperate with Provider's investigation, mitigation, notification, and remediation efforts.

9. Intellectual Property

9.1 Provider retains all right, title, and interest in Provider IP, and no rights are granted to Organization except the limited rights expressly stated in this Agreement.

9.2 Organization receives a limited, revocable, non-exclusive, non-transferable, non-sublicensable license solely to use Provider-approved materials and branding for authorized Organization Program participation during the term and in accordance with Provider's written guidelines, usage instructions, brand standards, and any other restrictions communicated by Provider. Organization shall not modify, misuse, register, challenge, or claim ownership of any Provider IP or use Provider IP in any manner that may imply endorsement, create confusion, or harm Provider's reputation or goodwill.

9.3 Feedback provided by Organization becomes Provider property, and Organization irrevocably assigns to Provider all rights in suggestions, ideas, improvements, feature requests, recommendations, and other feedback relating to Provider IP without restriction, attribution, or compensation.

10. Support and Services

10.1 Provider may offer organization enablement and support at its discretion, but is not obligated to provide training, technical support, sales support, implementation assistance, dedicated resources, service levels, or roadmap commitments unless expressly agreed in writing.

10.2 Implementation services require separate agreements, and Organization shall not perform implementation, configuration, integration, support, managed services, or other services for a Customer involving Kemicard unless Provider has authorized Organization in writing and Organization remains solely responsible for its services, personnel, deliverables, and Customer commitments.

11. Warranties and Disclaimer

11.1 Kemicard, the Partner Program, leads, materials, enablement, and any sandbox, demo, or internal-use access are provided “as is” and “as available” without warranties, guarantees, commitments, or representations of any kind.

11.2 Provider disclaims all implied warranties to the fullest extent permitted by law, including merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted or error-free operation, and any warranty arising from course of dealing, usage, or trade practice.

12. Indemnification

12.1 Provider shall indemnify Organization against third-party claims alleging that Kemicard, as provided by Provider and used by Organization in accordance with this Agreement, directly infringes a Canadian patent, copyright, or trademark, excluding claims arising from Organization materials, combinations not supplied by Provider, modifications not made by Provider, unauthorized use, continued use after notice, or Organization’s breach of this Agreement.

12.2 Organization shall indemnify, defend, and hold harmless Provider and its affiliates, directors, officers, employees, contractors, Customers, and licensors against claims, losses, damages, penalties, costs, and expenses, including reasonable legal fees, arising from Organization’s referrals, marketing, services, representations, breach, negligence, willful misconduct, misuse of Provider IP, data or privacy violations, anti-spam violations, anti-corruption violations, or violation of law or third-party

12.3 The indemnified party must promptly notify and cooperate, and the indemnifying party may control the defence and settlement only if it uses counsel reasonably acceptable to the indemnified party and does not settle in a manner that admits fault, imposes non-monetary obligations, or affects the indemnified party’s rights without prior written consent.

13. Limitation of Liability

13.1 With the exception of Indemnification (12), Organizations Confidentiality obligations (7), gross negligence and willful misconduct, neither party is liable for indirect, incidental, special, punitive, exemplary, or consequential damages, or for lost profits, lost revenue, lost business, loss of goodwill, loss of data, procurement of substitute services, or business interruption, whether in contract, tort, statute, equity, or otherwise, even if advised of the possibility thereof.

13.2 Neither Party’s total aggregate liability shall not exceed the amounts paid or payable by Provider to Organization under this Agreement in the prior twelve (12) months preceding the claim.

14. Audit and Compliance

14.1 Provider may audit Organization compliance upon reasonable notice, and may audit immediately without advance notice where Provider reasonably suspects fraud, legal non-compliance, data misuse, security risk, or misuse of Provider IP.

14.2 Organization shall maintain accurate records relevant to commissions, referrals, marketing activities, consents, compliance, and Customer communications for at least three (3) years after creation and shall provide such records to Provider upon request to verify compliance and commission eligibility.

15. Term, Termination, and Effect of Termination

15.1 This Agreement continues until terminated by either party with thirty (30) days’ notice, except that Provider may terminate for convenience immediately upon notice if Organization has no active accepted referral opportunities or if continued participation may create legal, reputational, security, customer relationship, or commercial risk.

15.2 Provider may immediately terminate this Agreement for material breach, insolvency, legal violations, misuse of Provider IP, unauthorized commitments, data or security incidents, anti-spam or anti-corruption concerns, loss of required authorization, or conduct that may harm Provider, Kemicard, Customers, prospects, or the Partner Program.

15.3 Upon termination, Organization shall cease use of Provider IP, return or destroy Provider Confidential Information upon request, remove Provider branding and materials from public and private channels, cease representing itself as a Provider organization, and cooperate in an orderly transition of any active Customer or prospect matters as directed

15.4 Upon expiration or termination of this Agreement for any reason, Organization shall immediately cease all use of Kemicard, the Partner Program, and all Provider IP, and all licenses, rights, benefits, lead protections, commission eligibility for unclosed opportunities, and access granted to Organization, including any internal-use or demonstration environments, shall immediately terminate; provided that accrued payment obligations for commissions earned before the effective date of termination will survive unless termination resulted from Organization’s breach, fraud, misconduct, legal violation, or violation of Provider policy.

16. Export Compliance

16.1 Organization shall comply with all applicable export control, sanctions, anti-boycott, and trade compliance laws of Canada, the United States, and any other jurisdiction applicable to Organization’s activities.

16.2 Organization shall not export, re-export, transfer, provide access to, or use restricted technology, Provider IP, or Kemicard in or for any prohibited country, person, entity, end use, or end user without all required authorizations and Provider’s prior written consent.

17. Governing Law

17.1 This Agreement is governed by the laws of Alberta, Canada and the federal laws of Canada applicable therein, without regard to conflict of laws rules, and the parties irrevocably attorn to the exclusive jurisdiction of the courts located in Edmonton, Alberta for any dispute arising out of or relating to this Agreement, except that Provider may seek injunctive or equitable relief in any court of competent jurisdiction.

18. Miscellaneous

18.1 This Agreement constitutes the entire agreement between the parties regarding the Organization Program and supersedes all prior or contemporaneous proposals, discussions, representations, purchase orders, organization portal terms, and communications regarding its subject matter, except any separate written agreement signed by Provider.

18.2 Organization may not assign, delegate, or transfer this Agreement, any rights to commissions, or any Organization Program benefits without Provider’s prior written consent, and any attempted assignment in violation of this section is void; Provider may assign this Agreement to an affiliate or in connection with a merger, reorganization, financing, sale of assets, or change of Invalid provisions shall not affect the remainder, and the parties intend that any invalid, illegal, or unenforceable provision be modified and enforced to the maximum extent permitted by law to best accomplish the original intent and commercial allocation of risk.

18.3 Any notice, request, consent, approval, demand, or other communication under this Agreement must be in writing and delivered by personal delivery, courier, registered mail, or email to the receiving party at the address or email address provided in the applicable order, registration, Organization portal, or other written notice from that party; provided that a copy of all notices to Provider must be sent by email to Provider at partners@kemisoft.com. Notices are deemed received when delivered personally, when confirmed by courier, five (5) business days after mailing by registered mail, or upon transmission by email if no bounce-back or delivery failure notice is received, except that notices received after 5:00 p.m. in the recipient’s local time are deemed received on the next business day.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

KEMISOFT GROUP LTD.	
Name:______________________________	Name:______________________________
Title:_______________________________	Title:_______________________________
Signature:___________________________	Signature:___________________________
Date:_______________________________	Date:_______________________________
Email:______________________________	Email:______________________________

EXHIBIT A

Compensation Structure

This Exhibit A forms part of the Referral Agreement dated _______________ between Kemisoft Group Ltd. and ___________________________ sets forth the compensation structure applicable to qualified referrals accepted by Provider.

Band 3	Up To $50K /year	10% first year (5% for renewals)
Band 2	$50 K to $100K /year	15% first year (10% for renewals)
Band 1	Above $100K /year	20% first year (10% for renewals)