

REFERRAL COMMISSION AGREEMENT

THIS REFERRAL COMMISSION AGREEMENT (the "Agreement") is made and entered into between One Clipboard d/b/a Splash, a Delaware corporation (hereinafter "Splash") with offices located at 233 Broadway 28th Fl, New York, NY 10279 and You (the "Referral Agent, together with Splash the "Parties" and each individually a "**Party**").

WHEREAS, Splash is in the business of providing event planning and management services (the "Services"); and

WHEREAS, the Referral Agent has business relationships, contacts, and/or leads that could result in new client accounts and financial opportunities for Splash; and

WHEREAS, the Parties have agreed that the Referral Agent should be reasonably compensated for any referrals that result in the execution of an agreement (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINED TERMS: Except as otherwise specified or as the context may otherwise require, the following terms shall have the respective meanings set forth below for purposes of this Agreement:
 - a. "Agreement" shall mean a written agreement executed between Splash and its clients in connection with the various products and its product portfolio, as that varies from time to time, provided by Splash.
 - b. "Cause" shall mean any action by a Party that the other Party can demonstrate by documentary evidence materially negatively impacts the other Party and/or its direct business relationships with its Clients or New Clients.
 - c. "Confidential Information" shall have the meaning specified in Section 9 of this Agreement.
 - d. "New Client" shall mean any entity to which Splash is not currently providing the Services, or is not currently engaged in a direct sales capacity for such client, that was identified as a new business opportunity and given to Splash from the Referral Agent.
 - e. "New Client Exclusions" shall mean any contract or services that Splash is excluding from commissions or recognition in this program for any New Client lead provided by the Referral Agent because Splash is currently engaged in providing services or direct

sales capacity for such clients, or any other reason Splash may identify at its sole discretion.

2. TERM AND TERMINATION:

- a. Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of one (1) year and shall automatically renew for successive one (1) year terms unless and until either Party terminates pursuant to Section 2.b.
- b. Termination. Either Party may, at its option, terminate this Agreement upon sixty (60) days written notice to the other Party for any reason or no reason whatsoever. This Agreement may also be terminated by either Party upon thirty (30) days written notice if the other Party breaches this Agreement in any material respect and the breaching Party fails to cure such breach within such 30-day period.
- c. Post-Termination. Within sixty (60) days after termination or expiration of this Agreement, Splash shall pay the Referral Agent all outstanding Referral Commissions that were earned prior to such termination or expiration. All other Referral Commissions shall be paid in accordance with Section 3a hereof, which obligation shall continue regardless of any termination or expiration of this Agreement.

3. REFERRAL COMMISSION; PAYMENT:

- a. Splash agrees to pay to the Referral Agent a ten percent (10%) commission on all revenue (the "Referral Commission") for each New Client referred to Splash by Referral Agent for the length of the Initial Term of the New Client Agreement, for a period up to but no longer than one (1) year. Referral Commissions will not be paid on any items for which Splash has claimed a New Client Exclusion. All commissions will be eligible for payment once Splash has received payment from New Client.
- b. Identification of qualified leads and New Clients shall be conducted in accordance with the procedures set forth in Exhibit A.
- c. The Referral Commission for each New Client will be based upon the terms of this Agreement and payable on the licensed Services, exclusive of any implementation fees, support packages, or similar professional services which Splash agrees to provide under any New Client Agreement.
- d. Each Party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement.
- e. Each Party will be responsible for the expenses that it incurs in connection with the performance of this Agreement, except as may otherwise be mutually agreed upon by the Parties.

4. REPRESENTATIONS AND WARRANTIES: Each Party represents and warrants to the other Party as follows:
 - a. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation upon the party, enforceable in accordance with its terms.
 - b. The recitals set forth in the preamble of this Agreement are incorporated herein by reference as if set forth in full and each Party confirms that they have received and are giving good and valuable consideration to the other.
 - c. The execution, delivery, and performance of this Agreement will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provisions of law, rule, or regulation, (ii) any order, judgment, or decree applicable to the Party or binding upon the Party's assets or properties, (iii) any provision of the Party's by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to the Party. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by the Party in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby.
 - d. Referral Agent represents and warrants that (i) it has read and understands Splash's Partner Code of Conduct incorporated as Exhibit C and (ii) it will abide by it at all applicable times.
5. NO WARRANTIES: EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE, AND WARRANTIES OF TITLE OR NON-INFRINGEMENT. NO REPRESENTATIONS OF FACT, ORAL OR WRITTEN, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF SERVICES, WHETHER MADE BY EITHER PARTY'S EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY WHATSOEVER.
6. LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO SECTION 4, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, OR PROFITS, ARISING IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE REFERRALS MADE PURSUANT TO THIS

AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL COMMISSION FEES PAID OR PAYABLE TO THE REFERRAL AGENT UNDER THIS AGREEMENT.

7. RELATIONSHIP OF THE PARTIES: Each Party is an independent contractor. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. It is expressly understood and agreed that each Party has no authority to assume or create any obligation for or on behalf of the other Party, express or implied. **As between the Parties, Splash owns all right, title and interest in and to the Services.**

8. MODIFICATION AND ASSIGNMENT:

a. This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the Parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended, modified, or any provision hereof waived, except in a writing signed by the Parties hereto.

b. Neither Party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by Splash to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9. CONFIDENTIALITY:

a. Neither Party will, during the Term or at any time thereafter, divulge, use, furnish, disclose or make available to any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, trust, unincorporated association, joint venture or other entity or a governmental entity, whether or not a competitor, any confidential or proprietary information concerning the assets, business, or affairs of the other Party, or of any of their suppliers, customers, licensees or licensors, including, without limitation, any information regarding trade secrets and information (whether or not constituting trade secrets) concerning sources of supply, costs, pricing practices, financial data, business plans, Party information, product designs, production applications and technical processes (collectively "Confidential Information"), except as may be required in the ordinary course of performing a Party's duties under this Agreement. The foregoing will not be applicable to any information, which now is or hereafter becomes in the public domain other than through the fault of a Party.

b. The Parties further agree that they will keep the terms of this Agreement strictly confidential and that they will not, absent the other's prior written consent, divulge any of the same to any third party, including but not limited to any other firms or individuals

engaged in the marketing or solicitation of clients on behalf of either Party, other than a party to whom disclosure is required by law; provided, however, the terms of the Agreement may be disclosed to each Party's attorneys, accountants and other advisors who have a need to know the terms and conditions of the Agreement. Any news release, public announcement, advertisement, or other publicity released by either Party concerning this Agreement shall be subject to the prior approval of the other Party.

c. The Parties agree that all business and financial information, client lists, and all pricing and sales information provided by or on behalf of any of them shall remain strictly confidential and secret, and shall not be utilized, directly or indirectly, by such Party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such Party hereto.

d. Both Parties acknowledge that any use or disclosure of the other Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the disclosing party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies, without the necessity of posting any bond or surety.

10. **SEVERABILITY:** If any provision, or part thereof, of this Agreement is invalid or unenforceable under any law, such provisions, or part thereof, will be totally ineffective to that extent, but the remaining provision or part thereof, will be unaffected.
11. **WAIVERS:** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as a further or continuing waiver of any such term, provision or condition, or any other term, provision or condition of this Agreement.
12. **COMPLIANCE:** The Parties shall each comply with all applicable laws, and each party shall secure any license, permit or authorization required by law in connection with its responsibilities under this Agreement.
13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the provisions of the conflict of laws thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in or with jurisdiction over New York County, New York, and each party consents to the jurisdiction thereof.
14. **NOTICES:** Any notice or other communication in this Agreement provided or permitted to be given by one Party to the other must be in writing and shall be deemed to have been duly given within four days after the same is deposited in the United States mail (certified mail, return receipt requested), addressed to the other Party to be notified, postage prepaid, or, if

by other means, when delivered to the premises of the addressee. For purposes of this notice, the addresses of the Parties shall be those set forth on the signature page.

15. **HEADINGS:** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
16. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, shall be an original instrument, but such counterparts, together, shall constitute a single agreement. The Parties further agree that signatures transmitted and received electronically shall have the same force and effect as original ink signatures.
17. **SURVIVAL OF REPRESENTATIONS, WARRANTIES AND OBLIGATIONS.** All of the representations, warranties and other provisions and obligations set forth in Sections 3, 4, and 9 made by the Parties hereto in this Agreement, and the right to recovery with respect to any breaches thereof, shall survive termination of this Agreement and the agreements referred to herein.

EXHIBIT A

1. IDENTIFICATION OF QUALIFIED LEADS

1.1. Lead Referrals. In the event Referral Agent identifies a prospect that may be interested in purchasing any SPLASH system, services or products from SPLASH, Referral Agent shall submit applicable information as identified and attached hereto as Exhibit B. Unless directed otherwise, all Lead Referrals and applicable information shall be submitted via an online registration form provided to Referral Agent by Splash. The primary Splash contact for all registrations and referrals is:

Scott Azzolina, Director of Strategic Partnerships
(scott.azzolina@splashthat.com)
267-393-2171 mobile

1.2. Qualified Lead. Within ten business (10) days after SPLASH's acknowledgement of the Lead Referral from Referral Agent, SPLASH shall accept or reject the lead. If SPLASH accepts the lead, such lead shall constitute a "Qualified Lead" and Referral Agent shall be entitled to receive compensation from SPLASH as provided in Section 3 of the Agreement if Qualified Lead enters into a New Client Agreement. Unless agreed otherwise by Referral Agent and SPLASH, if SPLASH does not enter into a New Client Agreement within one (1) year following the acceptance of a lead, the lead will no longer be recognized as registered and accepted. If SPLASH rejects the lead, such lead shall not constitute a Qualified Lead and Referral Agent shall not be entitled to receive any compensation from SPLASH for providing such lead. In the event that SPLASH rejects any lead, it covenants and agrees that it shall not enter into any agreement of whatever nature with or provide any services or product to the lead for a period of one (1) year following the rejection, providing the reason for rejection does not cite or specify that the Lead is a current or prospective Customer. If SPLASH does enter into an agreement with a Lead, after being originally rejected, SPLASH will notify the Referral Agent, who will then be reconsidered for compensation for such Lead. SPLASH reserves the right to accept a lead with exclusions as defined in section 1.e.

1.3. Rejection of Lead. Notwithstanding anything herein contained to the contrary, SPLASH, in its sole and absolute discretion, may reject any lead submitted by Referral Agent for any reason. If SPLASH rejects a lead submitted by Referral Agent, SPLASH shall communicate to Referral Agent the reason for rejecting such lead.

1.4. Sales Process. In the event a lead is accepted by SPLASH and, therefore, becomes a Qualified Lead and New Client, Referral Agent agrees to provide such assistance as SPLASH may reasonably request to enable SPLASH to make an effective sales presentation to such Qualified Lead. To the extent the Qualified Lead desires to purchase any services or products from SPLASH, the Qualified Lead and SPLASH shall enter into a New Client Agreement for that purpose. Referral Agent shall not be a party to any such New Client Agreement.

EXHIBIT B

LEAD REFERRAL INFORMATION

Partner Company Name
Partner Contact Name
Partner Contact eMail
Partner Contact Phone

Prospect Company Name
Prospect Company Website
Prospect Contact Name
Prospect Contact eMail
Prospect Contact Phone

Existing Customer of Partner:

Yes
No

Interested in:

Virtual
In-Person
Hybrid (both)

Decision Timeframe:

Just researching
Immediate
Within next 6 months
Within next year
Over one year

EXHIBIT C

PARTNER CODE OF CONDUCT

In support of Splash's ongoing commitment to high standards of service, product quality and integrity, Referral Agent confirms that it abides and will continue to abide by the following minimum standards:

- 1) Forced Labor
 - Referral Agent will not use forced, coerced, bonded, indentured or involuntary labor.
- 2) Child Labor
 - Referral Agent will not employ any person aged below the applicable local legal minimum employment age.
- 3) Health and Safety
 - Referral Agent's health and safety standards will include: reasonable access to potable water and sanitary facilities, fire safety equipment, emergency preparedness and response training and materials, industrial hygiene materials, adequate and safe work environments including with respect to lighting, ventilation, and machine safeguarding.
 - Referral Agent will maintain health and safety standards designed to avoid work-related injury and illness, and to promote the general health and wellbeing of employees.
- 4) Employment Practices
 - Referral Agent shall comply with all applicable employment and labor laws as well as all other statutes regulating the employer-employee relationship and the workplace environment.
 - Referral Agent shall foster a work environment in which all individuals are treated with respect and dignity in a business-like atmosphere that promotes equal employment opportunities and prohibits discriminatory practices and where their employees conduct themselves with honesty and integrity.
 - Referral Agent shall ensure that none of its employees will be subjected to any physical, sexual, psychological or verbal harassment or abuse in the workplace, nor shall there be any threat of same.
 - Referral Agent will pay each employee at least the applicable legal minimum wage and benefits.
 - Employees of Referral Agent will be compensated for overtime in compliance with applicable laws and will only work hours within legal working hour limits.
 - Employees of Referral Agent will be granted their allotted leave and sick leave without any repercussions (or threats of same).

5) Discrimination / Human Rights

- Referral Agent will not discriminate on the basis of race, national or ethnic origin, color, religion, age, sex (including pregnancy or childbirth), sexual orientation, gender characteristics, identity or expression, marital status, family status, physical or mental disability or a conviction for which a pardon has been granted, (all of which are subject to any exceptions provided by law) or any other status protected by law.
- Referral Agent will respect its employees' rights to choose whether to be represented by third parties and whether to bargain collectively pursuant to applicable laws. Harassment, intimidation, penalties, interference or reprisals will not be imposed (or threatened) upon employees in relation to such activities.

6) Exploitation

- Splash has a "zero tolerance" policy with respect to any exploitation of persons, whatever the form, including sexual exploitation, slavery, coerced labor and the like. Referral Agent will support this policy and ensure that its business practices do not compromise this policy in any manner.

7) Ethics

- Referral Agent commits to conducting its business in an ethical manner. All forms of corruption, extortion, fraud and bribery are prohibited.
- Referral Agent will disclose to Splash any situation of a potential conflict of interest. Referral Agent will also disclose to Splash information about any of Splash's employees having a material interest of any kind in Referral Agent's business or any other kind of economic ties with Referral Agent.

8) Environment

- Referral Agent will (a) have in place an effective environmental management plan which includes measuring and reporting on its environmental impact; (b) seek to reduce any adverse impact of its operations upon the environment; and (c) where appropriate, demonstrate and promote environmental stewardship.
- Referral Agent will conduct its business and affairs in a prudent and responsible manner and with all due care and due diligence with respect to environmental matters, especially concerning the following:
 - Hazardous substances;
 - Wastewater and solid waste emissions;
 - Air emissions;
 - Environmental permits and reporting; and
 - Pollution prevention and resource reduction.

- Referral Agent should strive to utilize life cycle analysis to minimize the environmental impact of a product or service during its entire life. Innovative developments in products and services that offer environmental and social benefits are encouraged.

9) Documentation and Inspection

- Referral Agent will maintain records of all relevant documentation necessary to demonstrate compliance with this Code of Conduct and related laws and regulations.
- Referral Agent will comply with any Splash request that it provide all necessary documentation available to Splash's designated auditor as evidence of compliance with this Code of Conduct.
- Referral Agent will allow Splash reasonable access to Referral Agent's premises in order to review and audit, among others, Referral Agent's books for Referral Agent's security procedures and Referral Agent's environmental performance.

10) Updates

- Splash may, from time to time, by providing notice to Referral Agent, amend, supplement or otherwise update this Supplier Code of Conduct.
- No later than 30 days following receipt of such notice, Referral Agent shall forthwith advise Splash in the event Referral Agent is or will be unable, despite reasonable measures, to comply with any such amendment, supplement or update and providing sufficient explanation relating to such inability, following which the parties shall enter into good faith discussions in an attempt to resolve the matter. In the event Referral Agent does not so notify Splash, Referral Agent shall be deemed to have accepted such amendment, supplement or update.