

REFERRAL AGREEMENT

THIS AGREEMENT made as of _____ (the “**Effective Date**”)

BETWEEN:

TRANS+PLUS SYSTEMS CORP,

a corporation incorporated under the laws of the Province of Ontario,
 (“**TransPlus**”)

- and -

a corporation incorporated under the laws of _____,
 (the “**Referral Agent**”)

WHEREAS:

- a) TransPlus owns or licenses certain technology comprised of Applications (as further hereinafter defined) that it has developed and makes commercially available to users through applications to assist in the efficient operations of Trucking and Third-Party Logistics companies in North America.
- b) TransPlus and the Referral Agent have agreed to enter a business relationship whereby the Referral Agent may refer sales leads within North America (the “**Territory**”) to TransPlus to enable TransPlus to solicit orders for the Product (as hereinafter defined) from trucking customers and other end-users of the Product (“**Customers**”), and TransPlus will work with the Referral Agent, on a non-exclusive basis, to support the business relationship (the “**Purpose**”).
- c) The parties have agreed to enter into this Agreement to outline the business terms and conditions which will govern this business relationship.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, agree as follows:

1. DEFINITIONS.

“**Agents**” includes but is not limited to employees, agents, consultants, contractors, representatives, directors, officers, shareholders, suppliers, or affiliates.

“**Applications**” applications and related systems used to manage, process and report data, which may include materials owned by third parties pursuant to an agreement with TransPlus, as may be amended, enhanced, or modified from time to time by TransPlus.

“**Commissionable Lead**” means any Proposed Lead that is not rejected by TransPlus as provided herein.

“**Commissionable Period**” means, in respect of a Commissionable Lead, a period of one hundred and eighty (180) days from the Referral Agent’s submission of the Proposed Lead for such Commissionable Lead.

“Confidential Information” means all data and information of a confidential and proprietary nature of a party (whether in writing or orally), relating to the business of a party or its affiliates in any way whatsoever, including, but not limited to, Intellectual Property, information and data relating to business operations, methods of operating, customer information and affairs, processes, personnel as well as financial, production, scientific and technical data and information, formulae, strategies, studies, reports and evaluations.

“Documentation” means any on-line user guides, documentation, and help and training materials with respect to the Product, provided by TransPlus and as may be amended from time to time.

“Fees” includes all amounts owing by a Customer to TransPlus, including without limitation, Subscription Fees.

“Intellectual Property” means any and all intellectual property owned by TransPlus in the Applications, and all modifications, enhancements, corrections and additions thereto, including, without limitation, all technical information, technical data, inventions, products, data, algorithms, design, methods, knowhow, processes, copyrights, patents, trade secrets, software (including object code and source code), models, patterns, drawings, specifications, prototypes, discoveries, techniques systems, works of authorship, ideas, and concepts, and all intellectual property rights therein (whether or not patentable or registerable under copyright, trademark, trade secret or similar legislation or subject to analogous protection).

“Lead Referral Revenue” means any Fees received by TransPlus from a Commissionable Lead for the purchase of its first Product(s) under an Agreement of first year revenues between TransPlus and the Commissionable Lead entered into during the Commissionable Period, minus any taxes, subsequently credited charges, write-offs, refunds or charge backs. For the avoidance of doubt, Lead Referral Revenue does not include any amounts received for follow-up orders, additional sales, renewals, support fees or for Additional Services such as professional services, support services, training services or third-party software products purchased by a Commissionable Lead, nor does it include amounts that are owed by the Commissionable Lead but have not actually been received by TransPlus.

“Product” means collectively the Applications.

“Proposed Lead” means a potential Customer identified by the Agent.

“Support” means general maintenance services and technical support for the Product.

“Sales Lead Form (SLF)” Form completed and submitted to TransPlus containing details around the Proposed Lead.

“Systems” means a third party hosted facility and/or other system(s) used by TransPlus to host the Applications from time to time.

“Taxes” includes but is not limited to all sales, uses, value added, or other taxes or duties, and any applicable export or import duties.

2. AGREEMENT AND OBLIGATIONS OF THE PARTIES.

2.1 Referral of Product. Subject to the terms and conditions of this Agreement, TransPlus grants to the Agent a non-exclusive, non-transferrable right to promote and market the Product in the Territory to potential Customers for purposes of identifying and presenting Proposed Leads to TransPlus, and the Agent hereby agrees to use its best efforts to promote the Product in the Territory during the Term, in accordance with the terms and conditions of this Agreement.

2.2 Non-Exclusive Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Each party retains the right, during the Term of this Agreement to recommend

similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties in the Territory. Notwithstanding the foregoing, once the Referral Agent establishes a Commissionable Lead with TransPlus, it will not refer a direct competitor of TransPlus to such Commissionable Lead, and in no event shall the Referral Agent enter into any agreement with a third party the effect of which would prohibit its submission of a Proposed Lead pursuant to this Agreement. The Referral Agent shall obtain any and all licenses and permits which may be required, and shall comply with all applicable federal, provincial, state or local law in order to perform the duties and obligations hereunder.

2.3 Obligations of Agent. During the Term of this Agreement, the Referral Agent:

- a) shall conduct all business in its own name, in a legal and ethical manner, and in accordance with the highest business standards, acting dutifully and in good faith, shall not perform any act which would or might reflect adversely upon the Product or the business, integrity or goodwill of TransPlus;
- b) will comply with all applicable local, state, provincial, federal, and foreign laws, treaties, regulations, and conventions in connection with the performance of this Agreement, including without limitation, privacy, anti-spam, advertising, copyright, trademark and other intellectual property laws, and will submit all filings and obtain any approvals that may be necessary to perform all obligations under this Agreement;
- c) covenants to at all times submit complete and truthful information in connection with all Proposed Leads;
- d) confirms it is not a party with whom TransPlus is prohibited from doing business under any applicable law, regulation, control or contract;
- e) acknowledges that any sums paid to it under this Agreement are for its own account and that, except as appropriate to carry out its duties set forth herein in a legal manner, it does not, has no obligation to, and will not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or anything of value to any other person in connection with the performance of its referral activities hereunder. In particular, without limitation, it agrees not to

take any actions that would cause it or TransPlus to violate any corrupt practices legislation or any other anti-bribery law;
- f) acknowledges and confirms that all financial and other obligations, and the mode, manner and method used by it in its business are the Agent's sole responsibility, and it shall always be solely responsible for risks incurred in the operation of its business and the benefits thereof
- g) shall bear all its own expenses in connection with the performance of this Agreement and will not be entitled to reimbursement of any such expenses by TransPlus.

3. REFERRAL PROCESS

3.1 Pursuit of Leads by Referral Agent. In any discussions with Proposed Leads, the Referral Agent shall not make any representations or other statements about Product, prices or business practices, except that the Referral Agent shall forward to potential Customers (i) Documentation, or other unmodified marketing materials provided by TransPlus; and (ii) references to TransPlus's standard conditions of sale, as published by TransPlus on its website or otherwise from time to time.

3.2 Submission of Leads. The Referral Agent shall identify each Proposed Lead and relevant commercial conditions relating to such Proposed Lead in an email to referral@transplus.io ("SLF"). At TransPlus's request, it shall
(i) supply any additional information reasonably requested by TransPlus, (ii) discuss each submission in detail with TransPlus, and (iii) assist TransPlus in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

3.3 Acceptance of Leads. Within a reasonable period of time following its submission of a SLF, TransPlus shall review the SLF to determine whether to accept the Proposed Lead as commissionable hereunder, or reject the Proposed Lead as outlined below, and will provide the Referral Agent with e-mail notification of its acceptance

or

rejection of a Proposed Lead ("**Referral Confirmation**"). TransPlus will be under no obligation to accept any SLF submitted by the Referral Agent, and may reject or decline to accept SLFs for any or no reason at its sole discretion, including, without limitation, because:

- a) the Proposed Lead was an existing Customer of TransPlus's at the time of submission of the SLF;
- b) TransPlus was already involved in preliminary or advanced discussions relating to the sale of a subscription to the Proposed Lead at the time of submission of the SLF;
- c) a SLF (or similar document) has previously been submitted to TransPlus by the Referral Agent or any third party with respect to the Proposed Lead;
- d) the Proposed Lead is located outside the Territory, or is located in an area in which TransPlus has an exclusive arrangement for the sale of the Product, or which TransPlus is otherwise prohibited by agreement from accepting the Proposed Lead.

3.4 **Pursuit of Leads by TransPlus.** The method of contacting and following up with Proposed Leads will be determined in TransPlus's sole discretion, but the Referral Agent shall actively support TransPlus in the sales process with Proposed Leads, when and as requested by TransPlus; *provided however* that TransPlus shall have sole discretion to refuse to offer any Product to any third party without any liability whatsoever to the Agent.

4. COMMISSIONS AND PAYMENT TERMS

4.1 **Commissionable Leads.** A Proposed Lead qualifies as a Commissionable Lead only if:

- a) the Referral Agent submitted an SLF for the Proposed Lead in accordance with the provisions hereof; and
- b) TransPlus has not rejected the Proposed Lead as set forth above, or otherwise.

4.2 **Commissions and Payment.** Subject to the Referral Agent's compliance with all terms and conditions of this Agreement, TransPlus will pay commissions equal to ten percent (10%) of the value of the first year Lead Referral Revenue ("**Commissions**"). Payment of Commissions (less any applicable withholding taxes or other levies) will be paid to the Agent on the last day of the month following the quarter in which TransPlus receives payment, in full, of the Lead Referral Revenue.

4.3 **Reports.** Within thirty (30) days after the end of each calendar quarter in which the Referral Agent has submitted five (5) or more Commissionable Leads, TransPlus will issue quarterly reports to the Referral Agent by mail, e-mail or through an online system, which will show the Lead Referral Revenue generated by each Commissionable Lead and the amount of Commission earned by the Referral Agent as a result. Each report shall be deemed final and accepted by the Referral Agent unless TransPlus receives a detailed written objection within thirty (30) days of Referral Agent's receipt of TransPlus's report.

4.4 **Modifications.** TransPlus may modify the SLF submission process and the percentage amounts and conditions relating to Commissions upon thirty (30) calendar days written notice. Such changes will only affect SLFs submitted after said thirty (30) day period.

4.5 **No Other Payments.** Except for Commissions, the Referral Agent is not entitled to any fees, reimbursements or other payments from TransPlus, and the Referral Agent agrees to promptly refund to TransPlus any overpayments.

4.6 **Commissions After Termination.** Unless TransPlus terminates this Agreement for cause provided below, TransPlus will continue to pay the Referral Agent Commissions received following termination of the Agreement for Commissionable Leads accepted prior to such termination, throughout the duration of the applicable Lead Referral Revenue payment period; provided however that for further clarification, if TransPlus terminates this Agreement for cause, TransPlus will have no further obligation to pay any Commissions as of the effective date of termination.

4.7 **Expenses.** Each party shall bear all expenses related to their activities under this Agreement in support of the Purpose in the Territory, including, but not limited to any Agents', salaries, commissions, travel expenses, marketing, advertising and overhead expenses.

5. TERM AND TERMINATION

5.1 **Term.** The duration of this Agreement shall commence as of the Effective Date and shall continue for a period of one year (the "**Initial Term**"), unless terminated earlier in accordance with the provisions of this Agreement.

Thereafter, this Agreement shall be automatically renewed, at the same terms and

conditions, for additional, successive one (1) year periods (each, a "**Renewal Term**") unless either party hereto gives to the other party written notice to terminate this Agreement no later than thirty (30) days prior to the end of the Initial Term or any Renewal Term, as the case may be. The Initial Term and the Renewal Term are hereinafter collectively referred to as the "**Term**".

5.2 **Events of Termination.** This Agreement may be terminated by either party other as follows

- a) for any reason on thirty (30) days written notice to the other, or by agreement of the parties;
- b) for non-payment of amounts owing, in which case termination shall be effective immediately upon receipt of written notice;
- c) for a breach of any of the provisions of this Agreement, which breach is not remedied within 10 days of receipt of written notice from a party of such default;
- d) if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute;
- e) by TransPlus for cause, which shall include any acts of misconduct, dishonesty, criminal charges or other similar acts on the part of the Referral Agent; or
- f) by TransPlus immediately on written notice to the Referral Agent if the Referral Agent breaches or threatens to breach any provisions of the Terms of Service relating to TransPlus's Intellectual Property and/or Confidential Information.

5.3 **Effects of Termination.** Upon the effective date of termination of this Agreement:

- a) the Referral Agent shall immediately cease to contact potential Customers or pursue Potential Leads, or hold itself out in any way as having an agreement with TransPlus;
- b) any and all amounts owing or payable under this Agreement shall be paid up to the effective date of termination;
- c) the Referral Agent shall cease to use any TransPlus Documents or other brochures, literature or other materials within its possession or control and shall return such materials to TransPlus within ten (10) business days;
- d) except as provided in Section 4.6, the Referral Agent shall have no rights or claims against TransPlus in connection with termination, expiration or non-renewal of this Agreement, and in particular, without any limitation, the Referral Agent hereby irrevocably waives any rights to severance or compensation for lost opportunities or investments to the maximum extent permissible under applicable law, and hereby releases TransPlus from any further obligation or responsibility hereunder, and acknowledges that nothing herein contained shall be construed to limit or restrict in any way TransPlus's ability to pursue any remedies it may have at law or equity; provisions regarding ownership, intellectual property, confidentiality, warranty and indemnity, and all other provisions which expressly or by their nature are intended to survive termination, shall survive termination of this Agreement.

6. INTELLECTUAL PROPERTY

6.1 **Ownership.** The Referral Agent acknowledges and agrees that all Intellectual Property in the Product and all rights therein and thereto are solely owned and/or licensed by TransPlus, and neither it

nor its Agents shall acquire any right, title or interest in, to or under the Intellectual Property or any part thereof in the Product, except such limited rights with respect thereto as may be given hereunder. In the event that the Referral Agent or its Agents acquire any such right, title or interest in, to or under any of the Intellectual Property of TransPlus, it hereby transfers and assigns and/or causes its Agents to assign in perpetuity and without further compensation, all of such right, title and interest to TransPlus, and hereby waives all moral rights with respect thereto, and shall in all cases execute such documents and do all such things as may be reasonably requested from time to time to give effect to the foregoing. The Referral Agent shall promptly notify TransPlus of: (i) any claims, allegations, or notifications that the Product may or will infringe the Intellectual Property rights of any other person or entity, and (ii) any determination, discovery, or notification that any person or entity is or may be infringing the Intellectual Property rights of TransPlus. The Referral Agent acknowledges and agrees that any goodwill created by the Referral Agent with respect to the Product is the sole property of TransPlus and shall indemnify and save harmless TransPlus with respect to any third-party claim that the Referral Agent's actions with respect to the Product have infringed any third party's intellectual property rights. All of TransPlus's Intellectual Property shall be deemed to be Confidential Information, and the Referral Agent shall be bound by all confidentiality provisions with respect thereto.

6.2 **Trademark License and Use.** TransPlus retains all right, title and interest in Intellectual Property in the Product pursuant to the Terms. For purposes of this Agreement, the Agent shall not use any Trademarks, or other identifiers owned or used by TransPlus, except that the Agent may refer to TransPlus and the Product in conversations and written correspondence with potential Customers in the same manner as TransPlus does in its own marketing materials and website. Any other use of Trademarks by the Agent, for example on its website, must be designed in compliance with TransPlus trademark usage guidelines (as may be updated by TransPlus from time to time) and be pre-approved by TransPlus in writing.

7. CONFIDENTIAL INFORMATION

7.1 **Confidentiality Obligations.** All Confidential Information furnished by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") shall be kept confidential by the Receiving Party, and each party agrees to preserve the strict confidentiality of such information in the same manner as it protects the confidentiality of its own information and data (at all times exercising at least a reasonable degree of care in the protection of the Confidential Information). The Receiving Party shall not acquire any right or license of any kind regarding any Confidential Information of a Disclosing Party and shall not use or disclose Confidential Information to any party other than for purposes herein or otherwise authorized in writing by the Disclosing Party; provided, however, that the Receiving Party may disclose the same to its , except for purposes authorized by this Agreement, and the Receiving Party who require the Confidential Information for the purposes hereunder, provided they are bound in writing to confidentiality provisions as provided herein, and the Receiving Party shall be responsible for all violations whatsoever by its Agents.

7.2

7.3 **Exclusions.** These restrictions shall not apply to the disclosure of Confidential Information which:

- a) is now or hereafter becomes generally known or available to the public without breach of the Terms of Service by the Receiving Party;
- b) is known to the Receiving Party at the time of disclosure as demonstrated by satisfactory evidence;
- c) is lawfully furnished to the Receiving Party by a third party without restriction or breach;

- d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- e) is approved for use or disclosure by written authorization of the Disclosing Party; or
- f) is required to be disclosed by law or valid order of a court or other governmental authority, provided that the Receiving Party shall first have given prompt notice to the Disclosing Party of such request, the Disclosing Party has a reasonable time to attempt to limit or prevent such disclosure, and Receiving Party makes any required disclosures in consultation with the Disclosing Party and only discloses that portion of the Confidential Information which is legally required.

7.4 **Irreparable Harm.** Each of the parties acknowledges that any unauthorized disclosure and use of Confidential Information will cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy. In the event of unauthorized disclosure and use of its Confidential Information, such party shall, in addition to any other rights or remedies it may have in law or equity hereunder be entitled to injunctive relief.

7.5 **Survival.** The obligations of confidentiality shall remain in effect throughout the Term and for a period of seven (7) years following the expiration or earlier termination, or such longer period as the relevant Confidential Information is no longer considered Confidential Information.

8. LIMITATIONS AND INDEMNITIES

8.1 **Limited Warranty.** TransPlus warrants that it owns or licenses the Product, and that to the best of its knowledge, the Product will not infringe the Intellectual Property rights of any third party.

8.2 **Limitation of Liability.** Except for the specific limited warranties provided herein, TransPlus gives no warranties or conditions (whether implied or arising by statute or otherwise in law, or from a course of dealing or usage of trade) with respect to the Product, and no representation as to accuracy, availability or usability. To the fullest extent allowed by applicable law, except for the limited warranties specifically provided herein, TransPlus hereby disclaims all warranties, conditions or duties of every nature whatsoever, including without limitation, any implied warranties of merchantability or of fitness for a particular purpose, that the functions contained in the Applications will meet a Customer's requirements, or that the operation of the Applications will be uninterrupted, timely, secure or error free. Additionally, except for the limited warranties specifically provided herein, TransPlus makes no warranty that the Product will operate precisely as described or that all errors will be corrected, or that the Applications are free from infection by viruses, bugs or other defects that can impact on the Product. TRANSPLUS AND ITS AGENTS SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE) FOR ANY CAUSE RELATED TO

OR ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL TRANSPLUS OR ITS AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES), WHETHER OR NOT FORESEEABLE INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING FROM (I) THE USE OF OR INABILITY TO USE THE PRODUCT, OR (II) THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, EVEN IF TRANSPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The

Referral Agent agrees that its only recovery for any damages that it may incur under this Agreement, and its exclusive remedy, shall be limited to the direct damages the Referral Agent actually incurs up to the maximum aggregate amount that TransPlus paid to the Referral Agent during the six (6) month period immediately preceding the date on which the event giving rise to the cause of action is alleged to have occurred, irrespective of the nature of the claim. Some jurisdictions do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to the Referral Agent. No action against either party or any of its Agents, regardless of form (including negligence), arising out of or in any way related to hereto may be brought by the other party more than one year after the cause of action has arisen.

8.3 Indemnification by Referral Agent. The Referral Agent agrees to indemnify and hold TransPlus, its affiliates, and their respective Agents harmless from and against any and all liabilities, claims, demands, actions, damages, loss, cost or expense, including reasonable legal fees, made by any third party, arising out of any breach, act or omission of the provisions of this Agreement by the Referral Agent or its Agents, including but not limited to claims related to unauthorized representations or warranties made by the Distributor, violation of any obligations under this Agreement, the Referral Agent's negligence or omission, warranty, regulatory or other legal claims, claims for bodily injury (including death) and damage to property, or any third party claim that the Referral Agent or its Agents have violated any Intellectual Property of the third party.

8.4 Indemnification by TransPlus. TransPlus shall indemnify and hold harmless the Referral Agent from and against third party claims for infringement or violation of third-party intellectual property rights associated with the Product, and may, at its sole option and expense:

- a) procure for the Referral Agent the right to continue its activities under this Agreement with respect to the Product;
- b) replace the Product with a product of similar functions and efficiency that is not subject to such an action; or
- c) modify the Product so that there is no longer any infringement or breach; provided however that TransPlus shall have no liability respecting any claim of infringement or breach to the extent such claim is based upon the combination, operation or use of the Product not substantially consistent with TransPlus specifications and Documentation of the Product. This section states the entire liability of TransPlus for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the provision by TransPlus of the Product or Support.

8.5 Mutual Indemnity Provisions. Each party's indemnity obligations hereunder are subject to the following:

- a) the aggrieved party shall promptly notify the indemnifier in writing of the claim;
- b) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the claim; and
- c) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such claim.

9. GENERAL TERMS AND CONDITIONS

9.1 Non-Solicitation/Non-Interference. Each party is prohibited from soliciting or hiring any employees, independent contractors or agents of the other (either directly or indirectly), without written permission of the other party, at any time during the any Agreement, and for a period of two (2) years following its termination. The Referral Agent shall not at any time interfere or attempt to interfere with the business of TransPlus or persuade or attempt to persuade any customer or prospective customer of TransPlus to discontinue or alter its relationship with TransPlus.

9.2 Dispute Resolution. In the event of a dispute of the terms of this Agreement, the parties will use good faith efforts to settle such dispute within thirty (30) days of notice of the dispute being delivered, failing which the dispute shall be finally settled by arbitration in accordance with the *Arbitration Act* (Ontario). The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having competent jurisdiction. The costs of the arbitrator shall be borne by the unsuccessful party to the arbitration.

9.3 Force Majeure. Neither party hereto shall be liable to the other for delay in any performance or for the failure to render any performance of obligations when such delay or failure is a direct result of any present or future statute, law, ordinance, regulation, order, failure to deliver on the part of its suppliers, judgment or decree, act of God, earthquake, epidemic, explosion, lockout, boycott, strike, labor unrest, riot, war, or similar catastrophic

occurrence.

9.4 **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law principles. The Referral Agent irrevocably attorns to the exclusive jurisdiction of the courts of Ontario with respect to any dispute or legal proceeding which may arise out of, under, or in connection with this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Either party must initiate a cause of action for any claim(s) arising out of or relating hereto and its subject matter within one (1) year from the date when such party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

9.5 **Export Control.** This Agreement is subject to any governmental laws, orders or other restrictions on the export of software programs and related information and documentation that may be imposed by governmental authorities. The Referral Agent shall comply with any governmental laws, order or other restrictions related to export and reexport (including technical data and any related information and documentation) which may be imposed from time to time by governments of Canada and the United States and any other applicable country.

9.6 **Assignment.** The Referral Agent may not assign, sublicense or otherwise transfer any of its rights or obligations, or any right to access and use the Product, in whole or in part, including without limitation by operation of law, without TransPlus's prior written consent. Any attempt to assign without such consent will be null and void, and the Referral Agent agrees to notify TransPlus immediately of any change of ownership. TransPlus may assign this Agreement and subcontract or delegate its obligations hereunder to any third party without the consent of, but on notice to, the Distributor. Subject to the foregoing, the Agreement and the terms and conditions will bind and inure to the benefit of each party's permitted successors and assigns.

9.7 **Severability.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, or may be severed therefrom, and the remainder of the provisions shall remain in full force and effect. The invalidity of that provision will not affect the validity of the remaining provisions, all of which shall remain in full force and effect.

9.8 **Waiver.** Any waiver of any provisions must be in writing. Failure by either party to insist upon or enforce strict performance of any provision, or failure to exercise any right or remedy under the Terms of Service does not constitute a waiver of that right or remedy.

9.9 **Entire Agreement.** This Agreement, together with any and all exhibits and schedules thereto, including TransPlus's Privacy and Anti-Spam Policy located at <https://www.transplus.io/privacy-policy>, collectively constitute the entire agreement and understanding between TransPlus and the Referral Agent with respect to the relevant subject matter, and supersedes any and all prior written or verbal agreements, proposals or representations.

9.10 **Amendment.** No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties, and neither the course of conduct between TransPlus and the Referral Agent, nor any trade practice, shall act to modify any provision thereof.

9.11 **Referral Agent Confirmation.** The Referral Agent acknowledges that it has carefully read and understood the Agreement and has been advised to obtain independent legal advice before executing this Agreement, and has either done so, or chosen not to do so.

9.12 **Notices.** Any notice, request, demand, waiver, consent, approval or other communication required to be given pursuant to this Agreement (each, a “**Notice**”) shall be in writing and shall be deemed given: (1) upon delivery, if by hand or courier; (2) after three (3) business days, if sent by mail; or (3) upon transmission, if sent by facsimile or other electronic transmission, except that if notice is received after 5:00 p.m. on a business day at the place of receipt, it shall be effective as of the following business day. All Notices are to be given or made to the parties at the addresses appearing below, or to such other address as any party may designate by a Notice given in accordance with these provisions:

To TransPlus, at:

305 King Street West
Kitchener, Ontario, Canada
N2G 1B9

Attention: Sandy Kraemer
E-mail: skraemer@transplus.io

To Referral Agent, at:

Street 1:
Street 2:
City/Province or State:
Postal/Zip:

Attention:
E-mail:

9.13 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have signed this agreement the _____ day of _____, _____.

TRANSPLUS

By: _____

Name:
Title:

[REFERRAL AGENT]

By: _____

Name:
Title:

f/) TRANSPLUS