ePanicButton, LLC

REFERRAL PARTNER AGREEMENT

Version 3.0 | Effective Date: _____

1. PARTIES AND DEFINITIONS

This Referral Partner Agreement ("Agreement") is entered into between ePanicButton, LLC, a limited liability company organized under the laws of the State of Alabama ("Company," "we," or "us"), and the individual or business entity identified in the signature block below as the Referral Partner ("Referral Partner" or "Referrer"). Referral Partner may be either an individual person or a business entity (for example, a corporation, limited liability company, partnership, or other legal entity). If Referral Partner is a business, the business itself — not the individual signer or any employee — is the referring partner under this Agreement.

For purposes of this Agreement:

- "Platform" means the ePanicButton real-time alert and panic notification software platform, including all associated portals, mobile applications, APIs, and infrastructure.
- "Qualified Referral" means a new prospective customer introduced by Referral Partner to Company, pursuant to Section 3 of this Agreement, that (a) at the time of submission was not already an existing customer of Company and was not already in an active sales conversation with Company, and (b) ultimately becomes an active, paying subscriber to the Platform.
- "Referred Account" means the specific purchasing account (the initial service contract / billing account) established by a Qualified Referral and attributed to Referral Partner under this Agreement. Commission under this Agreement applies only to that Referred Account, not automatically to any other account.
- "Subscription Revenue" means the recurring Platform subscription fees actually collected by Company from a Referred Account's active subscription for the applicable billing period. For purposes of calculating a Referral Commission on a given customer payment, Subscription Revenue is the amount of that payment that remains collected after the thirty (30)-day waiting period in Section 5.3 with no refund request or chargeback on that payment (so refunds or chargebacks inside the waiting period reduce or eliminate the commissionable amount before any commission is paid). Subscription Revenue rises or falls as the Referred Account adds or removes user licenses (or otherwise changes what it pays) on later billing periods. Once a Referral Commission on a payment has been paid under Section 5.3, later refunds or chargebacks on that same payment do not change that already-paid commission, except as stated in the fraud / material-breach exception in Section 5.3. Subscription Revenue excludes sales, use, and similar taxes; hardware (such as panic buttons or USB devices); training, setup, installation, and other professional services; pass-through SMS, telecom, or third-party fees; and any other non-subscription charges.
- "Referral Commission" means the 25% residual for the life of the Referred Account paid to Referral Partner as set forth in Section 5.

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- "Account Contacts" means employees, contractors, representatives, vendors, or other parties that Company encounters through the normal course of providing services to a Referred Account.

"Business Partner" means a Referral Partner that is a business entity (not an individual). "Individual Partner" means a Referral Partner that is a natural person.

2. NATURE OF THE REFERRAL RELATIONSHIP

This Agreement establishes a simple, low-obligation referral arrangement. Referral Partner's sole obligation is to make qualified introductions of prospective customers to Company. Referral Partner has no obligation to provide sales support, customer onboarding, product training, technical support, or ongoing account management. Company assumes full responsibility for the sales process, contract execution, onboarding, platform support, and all customer-facing obligations following the introduction.

This Agreement is non-exclusive. Company may work with other referral partners and may sell directly to any prospect, and Referral Partner may refer other companies' products, subject to Section 4.3.

Referral Partner is not an employee, agent, or representative of Company, and has no authority to make commitments, representations, or warranties on Company's behalf.

Business as Referral Partner. If Referral Partner is a Business Partner, commissions work the same as for an Individual Partner under this Agreement. The business must be identified as Referral Partner in the signature block by its legal business name, entity type and state of organization, and an authorized signer's name and title. The signer warrants that they have authority to bind the business. Commissions, tax forms, and payments go to the business (for U.S. Business Partners, Form W-9 in the business's legal name and EIN), not to the individual signer or to the business's employees personally. Referrals made by the business's owners, employees, or agents acting on its behalf count as the business's referrals under this Agreement.

3. REFERRAL PROCESS

3.1 How to Submit a Referral

To be eligible for a Referral Commission, Referral Partner must submit each referral through Company's designated referral intake process, which may include a referral submission form, email to a designated address, or through a partner portal if made available. At minimum, each submission must include:. Referral Partner warrants that it has the prospect's permission to share the prospect's contact information with Company and for Company to contact the prospect.

- The prospect's company or organization name;
- A primary contact name and email address or phone number;
- A brief description of the prospect's potential need or use case; and
- Referral Partner's name and this Agreement's effective date.

3.2 Introduction Only

Referral Partner's role is limited to making the introduction. After submitting a referral, Company takes over all communication, negotiation, proposal, and onboarding activities with the prospect. Referral Partner is not required to participate in sales calls, demonstrations, or ongoing discussions, though Referral Partner is welcome to do so in a facilitating capacity if desired by all parties.

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3.3 Referral Verification and Attribution

Company will use commercially reasonable efforts to track and attribute referrals. A referral is attributed to Referral Partner only if the prospect becomes a paying customer within twelve (12) months of the referral submission date. For referrals tracked by a referral link, the submission date is the date the prospect first signed up or clicked through the partner's link as recorded by the tracking platform. Once Company confirms in writing that a submitted referral is accepted, eligible, and not previously known to Company or already in an active sales conversation, attribution shall not be reversed solely because later information surfaces, unless Company has contemporaneous dated records from before the submission showing that the prospect was already an existing customer or already in an active sales conversation with Company.

Attribution governing rule (buyer statement and evidence). Company's attribution records are based on who the purchasing account says initially referred them. That purchasing-account identification of the initial referrer governs attribution, and Company records it accordingly. Acceptable supporting evidence includes: (a) the Referral Partner's initial contact or introduction email with the purchasing party carbon-copied (and/or carbon-copied to contact@epanicbutton.com); and (b) any emails showing that the Referral Partner set up the introduction and/or the demo. Company's records document that identification and the supporting evidence; they do not independently override who the purchasing account identifies as the initial referrer. Late claims: if someone claims a referral only after the customer has already signed up and paid, Company decides the claim by the dated email chronology of introductions and related communications described above; once personal referral links are live under this Section 3.3, signup through the applicable personal referral link governs instead.

Personal referral links (Rewardful). Until Company notifies Referral Partners in writing that personal referral links (for example, via Rewardful or a successor) are live, the buyer-statement-and-evidence rule above applies. Once Company has given that written notice, a referral is credited only when the purchasing company signs up through that Referral Partner's personal referral link. After that notice, the personal referral link is the primary attribution method and takes precedence over the purchasing account's statement and over email evidence. Invoice and offline payments: if a purchasing account buys by invoice and pays outside Stripe checkout (for example, by ACH or check), the buyer-statement-and-evidence rule above continues to apply for attribution even after personal referral links are live, unless Company records that payment and its attributed Referral Partner in Company's referral tracking platform, in which case the platform record governs attribution for that payment. Company may so record invoice or offline payments in the tracking platform when Company chooses to do so.

Competing claims / tie-break. If two or more Referral Partners claim the same purchasing account and the evidence conflicts: (1) the purchasing account's statement of who initially referred them governs; (2) if the purchasing account cannot or will not say, the earliest dated documented introduction (as shown by the evidence described above, or by personal-referral-link signup data once links are live) wins; and (3) Referral Commission on that account is not split between partners.

Returning customers. If a Referred Account cancels (or otherwise ends its paid subscription) and later resubscribes, the original Referral Partner keeps attribution and commission credit for that account if the resubscription begins within twelve (12) months after the date the Referred Account gives Company written notice that it is cancelling. If the account stops paying without giving written notice, the twelve (12)-month return window is measured from the end of its last paid term. If more than twelve (12) months pass after that measuring date before resubscription, the returning buyer is treated as a new customer for attribution purposes: the original Referral Partner receives no credit unless they separately re-refer that customer under this Agreement and the referral otherwise qualifies.

3.4 Conduct; Accurate Representations; Prohibited Marketing

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Referral Partner shall conduct all referral and marketing activity honestly, lawfully, and ethically. Referral Partner shall comply with all applicable laws and regulations (including, without limitation, CAN-SPAM, the Telephone Consumer Protection Act (TCPA), and applicable anti-kickback rules) and with any employer policies that apply to Referral Partner. Without limiting the foregoing, Referral Partner shall not engage in any of the following prohibited conduct: (a) spam, including unsolicited bulk email, texts, or other messages, and use of purchased or scraped contact lists; (b) fraudulent activity, including fake or fabricated referrals, fabricated evidence of an introduction, or fake accounts or identities; (c) misleading statements about ePanicButton, the Platform, its features, pricing, or the referral program — including claims that the Platform guarantees safety, states how fast help will arrive, offers 24/7 monitoring, or is insurance — or any representations about capabilities, pricing, performance, or guarantees beyond Company's publicly available marketing materials; (d) fake reviews; (e) impersonating ePanicButton or its staff; (f) bidding on ePanicButton brand terms in paid advertising; and (g) any other duplicitous, deceptive, illegal, or unethical behavior or marketing attempts. Referral Partner shall not imply that the Platform serves as a monitored emergency response service, an insurer, or a guaranteed life-safety system. Any violation of this Section 3.4 is grounds for immediate termination of this Agreement for cause by Company upon written notice under Section 10.3 (with no cure period required for such violations). On termination for cause for a violation of this Section 3.4, Section 10.4 and the fraud / material-breach exception in Section 5.3 apply: Company may withhold unpaid commissions related to the misconduct, and future residual commissions end.

4. CUSTOMER OWNERSHIP

4.1 Company Owns the Customer Relationship

All Referred Accounts are customers of Company, not of Referral Partner. Company is the contracting party with each End Customer, responsible for all service agreements, billing, support, and legal obligations. Referral Partner has no ownership, control, or contractual relationship with End Customers arising from this Agreement.

4.2 Account Contacts Are Company Clients

Any individual, company, or organization that Company comes into contact with through the normal course of providing services to a Referred Account — including but not limited to employees of that account, vendors introduced during onboarding, or contacts discovered through service delivery — shall be considered a Company prospect or client, not a lead belonging to Referral Partner.

Referral Partner shall not directly solicit Account Contacts for the purpose of introducing them as additional referrals without Company's prior written consent. New business arising from Account Contacts that converts without a separate, independently submitted referral from Referral Partner will not generate an additional Referral Commission.

4.3 No Interference

Referral Partner shall not take any action that interferes with or disrupts Company's relationship with any Referred Account or Account Contact, including offering competing products, attempting to redirect the customer's business, or taking actions adverse to Company's interests with respect to those accounts.

5. REFERRAL COMMISSION

5.1 Commission Rate

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Company shall pay Referral Partner a commission equal to twenty-five percent (25%) of Subscription Revenue actually collected from each Referred Account ("Referral Commission"), subject to the payment timing and waiting period in Section 5.3. In plain terms: the commission is a flat 25% of whatever that referred purchasing account actually pays Company for its subscription for the applicable period, after accounting for any refund or chargeback that occurs during the thirty (30)-day waiting period before that commission is paid. If the account adds licenses and pays more on a later billing period, the commission on that later payment goes up; if it removes licenses and pays less, the commission on that later payment goes down — automatically, because it is always 25% of the commissionable Subscription Revenue for that payment. Company does not claw back or seek repayment of commissions already paid because of a later customer refund or chargeback (see Section 5.3). This commission is a residual for the life of the Referred Account. It continues for as long as the Referred Account remains a paying customer, subject to Section 10.4 (termination of this Agreement) and Section 10.7 (death of an Individual Partner). If ePanicButton, LLC is sold, merged, acquired, or closes, all commissions end, including on Referred Accounts already active (see Section 10.6).

5.2 Qualifying Conditions

A Referral Commission will be paid only when all of the following conditions are met:

- The referral was submitted in accordance with Section 3.1;
- The prospect qualifies as a Qualified Referral as defined in Section 1;
- The referred prospect has executed a service agreement with Company and made at least one payment.
- Any customer payment that is not refunded or charged back within the 30-day waiting period is eligible for commission, even if the Referred Account later cancels.

5.3 Payment Terms

End Customers subscribe to the Platform on an annual billing cycle and pay Company annually. Referral Commissions are calculated and paid only in connection with those annual subscription payments — not on any more frequent schedule. For each Referred Account, Company will pay the Referral Commission after Company receives that account's first annual subscription payment, and again after each later annual subscription payment actually collected for that account, in each case only after a thirty (30)-day waiting period from the date Company received that payment. The thirty (30)-day waiting period is Company's protection against early refunds and chargebacks: Company pays a commission on a customer payment only after that payment has passed the waiting period with no refund request or chargeback. If a refund or chargeback happens within that window, no commission is paid on the refunded or charged-back amount (and if only part of the payment is refunded or charged back, commission is paid only on the remaining collected amount). For example, if Company receives the customer's annual payment on June 1, and there is no refund request or chargeback by July 1, the partner's commission for that payment is sent on July 1. Once a Referral Commission has been paid after the waiting period, it is final as to later ordinary customer refunds and chargebacks on that payment: Company will not claw back or seek repayment from Referral Partner for those ordinary refunds or chargebacks. Fraud recovery (narrow). Separately, if a commission was obtained through Referral Partner's fraud or misrepresentation, Company may recover that commission (including by offset against future commissions owed to Referral Partner). Examples include: fabricated or backdated introduction emails; falsely claiming a customer Referral Partner did not refer; colluding with a buyer to misstate who referred them; or a customer account funded with a fake or stolen payment card in connection with the referral claim. This fraud-recovery right is limited to commissions tied to that fraud or misrepresentation. On termination for cause under Section 10.3 for related misconduct under

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Section 3.4, Company may also withhold unpaid commissions related to the misconduct, and future residual commissions end under Section 10.4. There is no minimum payout amount and no rollover of unpaid balances. Commissions are paid in U.S. dollars via the payment method on file (including paper check mailed to the mailing address on file, or another method Company offers or designates, including through a third-party platform such as Rewardful or a successor). Referral Partner's obligation to provide and keep current contact, payment, and tax information — and the effect of outdated or incorrect information — is set out in Section 5.8.

5.4 Scope of Attribution — Per Purchasing Account; No Downstream or Sister-Account Commission

As described in Section 4.2, new accounts that arise from Company's interaction with Account Contacts of a Referred Account — including expansions, referrals made by the End Customer's employees, or organic word-of-mouth leads discovered through service delivery — are not eligible for a Referral Commission unless separately and independently submitted by Referral Partner as a distinct Qualified Referral at the time of introduction. Attribution and commission are per purchasing account: Referral Partner earns commission only on the specific Referred Account (the initial contract) they referred. Other locations, subsidiaries, sister companies, or related businesses that buy under a separate purchasing account are separate accounts and are not covered unless Referral Partner separately referred that separate account. If accounts later merge into one billing relationship, Referral Commission is twenty-five percent (25%) only on licenses (Subscription Revenue) attributable to the originally referred account — not on licenses that came from a different, non-referred account. Company will allocate in good faith.

5.5 Commission Statement and Records

Company will provide Referral Partner with a commission statement with each commission payment, showing Referred Accounts, collected Subscription Revenue, and calculated commission amounts. Referral Partner may request a review of commission calculations upon written notice, no more than once per calendar year. A commission statement is final unless Referral Partner disputes it in writing within twelve (12) months of its date.

5.6 Referral Tracking and Payment Platform

Company may use a third-party referral tracking and payment platform (for example, Rewardful or a successor) to track referrals, calculate Referral Commissions, and make commission payments. Records maintained in that platform may be used by Company for tracking and attribution, subject to Section 3.3 (including the buyer-statement-and-evidence rule until personal referral links are live; personal-referral-link primacy after Company's written notice that those links are live; invoice and offline payments, including when Company records such a payment in the platform; late claims; competing-claim tie-break; and returning customers). Use of any such platform does not change the payment timing or waiting period stated in Section 5.3.

5.7 Self-Referrals Allowed

Referral Partner may refer Referral Partner's own employer or Referral Partner's own business. Self-referrals are allowed under this Agreement. Referral Partner remains solely responsible for complying with any employer policies, conflict-of-interest rules, disclosure requirements, and applicable law that apply to Referral Partner. Company does not advise Referral Partner on those employer or legal requirements. Referral Partner must follow their employer's policies on accepting commissions, referral fees, or gifts. If Referral Partner is not permitted to receive a commission, Referral Partner may ask Company to donate the commission instead to a charitable organization of Referral Partner's choice, subject to Company's approval of the organization.

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5.8 Partner Contact, Payment, and Tax Information

Referral Partner must provide Company, and keep current at all times, Referral Partner's legal name, mailing address, email address, telephone number, and payment details, together with any tax forms Company reasonably requires (including Form W-9 for U.S. Individual Partners or, if Referral Partner is a U.S. Business Partner, Form W-9 in the business's legal name and EIN; or Form W-8BEN, W-8BEN-E, or other applicable Form W-8 for partners outside the United States). If Referral Partner is a Business Partner, payment details and tax forms must be those of the business, not of the individual signer or an employee. Keeping contact, payment, and tax information current is solely Referral Partner's responsibility. This obligation applies to paper checks and to any other payment method Company offers (including through a referral tracking and payout platform such as Rewardful or a successor), and Referral Partner must keep their details current with Company and in any such platform. It is solely Referral Partner's responsibility to notify Company in writing of any change (and to update the platform when used). A commission payment sent to the mailing address or payment account then on file with Company (or then recorded in the applicable payment platform) counts as made and is final for delivery purposes. Company is not responsible for checks or other payments that are lost, misdirected, delayed, or not received because Referral Partner's information was outdated, incomplete, or incorrect, and Company has no duty to reissue those payments. For example, if Referral Partner provides an old mailing address and checks are sent there and lost, that is Referral Partner's responsibility. If a check is returned undeliverable or remains uncashed for one hundred eighty (180) days after issuance, Company may void that check and hold the corresponding amount until Referral Partner provides updated details and requests reissuance, subject to applicable unclaimed-property (escheat) laws. Company may hold commission payments until a valid required tax form is on file.

5.9 No Stacking with Reseller Commission

A Referred Account may earn commission under either this Agreement or a Reseller Agreement, not both.

6. INTELLECTUAL PROPERTY

Company retains all right, title, and interest in and to the Platform, all associated trademarks, and any Company-provided marketing materials. Referral Partner is granted a limited, non-exclusive, non-transferable license to use Company's name, logo, and approved marketing materials solely for the purpose of making introductions under this Agreement. Referral Partner shall not alter Company's branding, create derivative marketing materials, or use Company's name in a manner that implies endorsement of any product or service beyond the Platform.

7. CONFIDENTIALITY

Referral Partner agrees to hold in confidence all non-public information shared by Company, including non-public commission terms, customer information, pricing, and product roadmaps ("Confidential Information"). Confidential Information does not include information that (a) is or becomes public through no fault of Referral Partner, including publicly advertised referral program terms; (b) Referral Partner already knew without a confidentiality obligation; (c) Referral Partner receives lawfully from a third party; or (d) Referral Partner develops independently. Referral Partner shall not disclose Confidential Information to any third party without Company's prior written consent, except as required by law. If disclosure is required by law, Referral Partner will give Company prompt notice where legally permitted. These obligations survive termination of this Agreement for a period of three (3) years.

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8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

IMPORTANT — PLEASE READ THIS SECTION CAREFULLY.

8.1 Platform is a Communications Tool — Not an Insurer or Emergency Responder

THE EPANICBUTTON PLATFORM IS A COMMUNICATIONS TOOL THAT FACILITATES THE TRANSMISSION OF ALERT NOTIFICATIONS. COMPANY IS NOT AN INSURER, EMERGENCY MONITORING CENTER, FIRST RESPONDER, OR LAW ENFORCEMENT AGENCY. COMPANY DOES NOT GUARANTEE THAT ANY ALERT WILL BE RECEIVED, ACTED UPON, OR RESULT IN ANY EMERGENCY RESPONSE. REFERRAL PARTNER SHALL NOT REPRESENT TO ANY PROSPECT THAT THE PLATFORM PROVIDES GUARANTEED PROTECTION, MONITORED RESPONSE, OR INSURANCE AGAINST HARM.

8.2 No Warranty

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

8.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S TOTAL LIABILITY TO REFERRAL PARTNER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID TO REFERRAL PARTNER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This cap does not apply to commissions owed to Referral Partner under Section 5.

8.4 Indemnification by Referral Partner

Referral Partner shall indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent caused by: (a) Referral Partner's material breach of this Agreement; (b) Referral Partner's unlawful conduct; or (c) Referral Partner's unauthorized misrepresentation to a prospect regarding the Platform beyond Company-approved or Company-provided marketing materials, including any representation that the Platform provides guaranteed emergency response. This indemnity does not apply to the extent a claim arises from the Platform itself; Company's products or services; Company-approved or Company-provided marketing materials or statements; Company's negligence or misconduct; or Company's sales, onboarding, support, or other customer-facing activities. Except for claims arising from Referral Partner's fraud, willful misconduct, knowing unlawful conduct, or any representation that the Platform provides guaranteed, monitored, or dispatched emergency response, Referral Partner's total liability to Company under this Section 8.4 shall not exceed the total Referral Commissions paid or payable to Referral Partner under this Agreement.

8.5 Force Majeure

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Company shall not be liable for any failure or delay in the provision of the Platform or payment of commissions resulting from causes beyond its reasonable control.

9. TAX RESPONSIBILITIES

Referral Partner is solely responsible for all taxes applicable to commissions received under this Agreement, under the laws of Referral Partner's jurisdiction. For Referral Partners based in the United States: Company will issue an IRS Form 1099-NEC (or equivalent) to Referral Partner for commission payments meeting applicable reporting thresholds, and Referral Partner shall provide Company with a completed IRS Form W-9 prior to receiving any commission payment. If Referral Partner is a U.S. Business Partner, the W-9 and 1099 must be in the business's legal name and EIN (not the individual signer's SSN), and commissions are paid to the business. For Referral Partners based outside the United States, U.S. tax forms (including Form W-9 and Form 1099-NEC) do not apply; Referral Partner is instead responsible for complying with the tax reporting and payment obligations of its own country, and shall provide Company with any documentation reasonably required for Company to meet its own applicable reporting obligations (which may include an IRS Form W-8BEN or W-8BEN-E, or equivalent) prior to receiving any commission payment.

10. TERM AND TERMINATION

10.1 Term

This Agreement commences on the Effective Date and remains in effect until terminated under this Section 10. There is no fixed term, no renewal, and no non-renewal notice.

10.2 Termination for Convenience

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

10.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice of the breach, or if the other party engages in fraud, misrepresentation, or conduct that causes material harm. In addition, Company may terminate this Agreement immediately for cause upon written notice, with no cure period required, if Referral Partner violates Section 3.4 (Conduct; Accurate Representations; Prohibited Marketing) or engages in spam, fraudulent activity, misleading statements about ePanicButton or the program, fake reviews, impersonation of Company or its staff, bidding on ePanicButton brand terms in paid ads, or any other duplicitous, deceptive, illegal, or unethical behavior or marketing attempts. Termination for cause under this Section 10.3 triggers the commission effects in Section 10.4 and the fraud / misconduct exception in Section 5.3.

10.4 Effect of Termination on Commissions

Upon termination, no new referrals may be submitted, and any referral that has not become a paying Referred Account by the termination date is not eligible for commission. Residual commissions on Referred Accounts that were paying as of the termination date continue for the life of each Referred Account in all cases except Company's termination for cause under Section 10.3 (including for violations of Section 3.4). That continuation includes when Referral Partner terminates

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for convenience under Section 10.2. Commissions on customer payments Company received before the termination date are still paid after the 30-day waiting period under Section 5.3, except that on termination for cause Company may withhold unpaid commissions related to the misconduct. Residual commissions also end as provided in Sections 10.5, 10.6, and 10.7. Referral Partner is not entitled to a lump-sum payment or buy-out of future commissions.

Sections 4, 5, 6, 7, 8, 9, 10.4–10.7, and 11 survive termination of this Agreement.

10.5 Effect of Referral Partner's Business Termination or Transfer

If a Business Partner dissolves, ceases operations, or is sold, merged, or assigned, this Agreement (and any Reseller Agreement between the parties) and all commissions end on that date, unless Company consents in writing to assignment to the successor. The death of an owner, officer, employee, or agent of a Business Partner does not, by itself, end commissions under this Agreement; Section 10.7 applies only when Referral Partner is an Individual Partner. For a Referral Partner who operates as a sole proprietorship, ceasing to submit new referrals, discontinuing use of a trade name, or otherwise reducing or ending activity under this Agreement is not, by itself, ceasing to conduct business for purposes of this Section 10.5; in that case, this Agreement is instead subject to termination under Section 10.2 or 10.3, and commissions on Referred Accounts already active as of the termination date are paid under Section 10.4, to the individual sole proprietor personally, for as long as they are living and Section 10.4 otherwise allows. Upon a sole proprietor's death, Section 10.7 applies.

10.6 Effect of Sale, Merger, or Closure of Company

Notwithstanding Sections 5.1, 10.4, and 10.5, if Company sells all or substantially all of its assets, merges with or is acquired by another entity, undergoes a change of control, ceases to conduct business, dissolves, becomes insolvent, or otherwise winds down its operations, this Agreement and all commission obligations under it terminate automatically and immediately as of that event. No commissions — including on Referred Accounts already active — shall be owed or payable for any period after that date. No successor, acquirer, or assign of Company shall have any obligation to continue paying commissions under this Agreement, whether by operation of law or otherwise, unless that successor entity separately and expressly agrees in writing, in its sole discretion, to assume this Agreement.

10.7 Death of Referral Partner

This Section 10.7 applies only when Referral Partner is an Individual Partner (a natural person). Upon an Individual Partner's death, all future residual Referral Commissions end. Commissions on customer payments Company received before the Individual Partner's death are still paid to that partner's estate after the thirty (30)-day waiting period under Section 5.3 (subject to the fraud / misconduct exception in Section 5.3 and any withhold on termination for cause). No further Referral Commissions accrue after death on later customer payments. This Section overrides Sections 5.1 and 10.4 to the extent those sections would otherwise continue residuals after death. This Section does not apply to a Business Partner: the death of an owner, officer, employee, or agent of a Business Partner does not end commissions. For a Business Partner, commissions end if the business dissolves, ceases operations, or is sold, merged, or assigned without Company's prior written consent, as stated in Sections 10.5 and 11.4. Change of partner form: an Individual Partner may not convert into a Business Partner, form an LLC or other entity, or otherwise change the identity of Referral Partner in order to make residuals survive death or otherwise continue after the individual's death, without Company's prior written consent and a new or amended agreement naming the business as Referral Partner. Any attempted conversion or assignment without that consent is void and does not preserve commission rights.

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11. GENERAL PROVISIONS

11.1 Independent Contractor

Referral Partner is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship. Referral Partner has no authority to bind Company to any agreement or obligation.

11.2 Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Alabama without regard to conflict-of-law principles. Any dispute that cannot be resolved informally shall be submitted to binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association, conducted in Birmingham, Alabama. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings. Amendments must be in writing and signed by authorized representatives of both parties.

11.4 Assignment

Referral Partner may not assign or transfer any rights or obligations under this Agreement without Company's prior written consent. Future residual commission rights are not transferable by will, operation of law, or intestacy. If Referral Partner is an Individual Partner, upon that person's death Section 10.7 controls: future residuals end, but commissions on customer payments Company received before death are payable to that partner's estate after the waiting period under Section 5.3. If Referral Partner is a Business Partner, assignment or sale of the business (or of this Agreement) without Company's prior written consent ends commission rights as stated in Section 10.5. Company's written consent may allow assignment to a successor under Section 10.5; consent cannot revive future residuals after an Individual Partner's death, and an Individual Partner may not, without Company's prior written consent and a new or amended agreement, convert into a Business Partner to make residuals survive death (see Section 10.7). See Section 10.5 for business termination, sale, merger, or asset transfer; Section 10.6 for sale, merger, or closure of Company; and Section 10.7 for death of an Individual Partner.

11.5 Notices

All notices shall be in writing and delivered via email, overnight courier, or certified mail to the addresses in the signature block below (for Company, including contact@epanicbutton.com). Email notice is effective when sent to the notice email on file, unless the sender receives a bounce or delivery-failure notice.

11.6 Severability and Waiver

If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force. No failure to exercise any right shall constitute a waiver.

12. SIGNATURES

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By signing below, the parties agree to be bound by the terms and conditions of this Referral Partner Agreement. This Agreement may be signed in ink or electronically, and electronic signatures are binding.

EPANICBUTTON, LLC

Authorized Signature: _____

Printed Name: __Johnny Lee_____

Title: ___President_____

Date: _____
Mailing Address: 130 Inverness Plaza #201, Birmingham, AL 35242
Email Address for Notices: contact@epanicbutton.com

REFERRAL PARTNER

Check one: [ ] Individual Partner [ ] Business Partner

Legal Name of Referral Partner (person's full legal name, or business's full legal name as it appears on formation documents): _____

If Business Partner — Entity type and state of organization (e.g., "Alabama limited liability company"): _____

Authorized Signer's Printed Name: _____

Authorized Signer's Title (for Business Partner; for Individual Partner write "Self"):
_____

Signature: _____

By signing, the signer warrants authority to bind Referral Partner (and, if a Business Partner, to bind the business).

Date: _____
Mailing Address: _____
Email Address for Notices: _____
Phone Number: _____
Payment / tax: U.S. Individual Partner — SSN on Form W-9; U.S. Business Partner — EIN on Form W-9 in the business's name (commissions paid to the business). Non-U.S. partners: Form W-8BEN / W-8BEN-E as applicable. Tax ID on file (or "see W-9/W-8"):
_____

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