

REFERRAL AGREEMENT

This Referral Agreement (the “Agreement”), dated as of the date the undersigned accepts these terms (the “Effective Date”), is between Foresight Intelligence, Inc., a Delaware corporation (“Foresight”), and the undersigned referring party (“Referrer”).

RECITALS

A. Foresight is in the business of providing Business Intelligence Software Services and Fleet Management Services including the Foresight Intelligence Fleet Intelligence Platinum Subscription (which is a fleet management software program that includes but is not limited to a map, geofence/curfew alerts, jobsite reporting, maintenance scheduler, inspect app), and Foresight Telematics Devices (“Foresight Services”).

B. Referrer desires to refer potential customers to Foresight from time to time, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Foresight and Referrer agree as follows:

1. Non-exclusive Appointment.

1.1 Foresight hereby appoints Referrer as a non-exclusive representative for purposes of forwarding and referring to potential customers to Foresight. Such authorization is limited to the geographic areas where Referrer has the ability to provide its services. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this Agreement and at no time may either party position itself as affiliated to the other, except for Referrer as an independent referrer. In view of this independent relationship, neither party shall enter into any agreements on behalf of the other party, shall make no warranty either expressed or implied on behalf of the other party and shall not incur any expenses on behalf of the other party.

1.2 Referrer has no authority, without the prior written consent of Foresight, to bind Foresight to any contract, representation, understanding, act or deed concerning any service or product offered by Foresight. Referrer shall not make any representations or warranties concerning the relationship between the parties, unless such warranty or representation is authorized in writing by Foresight. In addition, Referrer shall not make any representations or warranties concerning prices, terms or delivery, performance of the services, terms of payment, or conditions of sales.

1.3 This Agreement does not grant exclusive rights to Referrer to act as referrer on behalf of Foresight and Referrer has no rights under any other agreements entered into by Foresight with other referral sources. Foresight may appoint other referral representatives within any territory.

2. Duties and Performance of the Parties.

2.1 Throughout the term of this Agreement, Referrer shall use reasonable efforts to endorse and promote Foresight and its services, as well as to refer and forward potential customers (including, but not limited to, business acquaintances, customers, clients, and associates) of Foresight Services to Foresight. Referrer shall adhere to and comply with any prevailing practices and procedures as required by Foresight. Referrer shall meet, either in person or via telephone conference, at least once per month to discuss potential business. Each month for the duration of this Agreement, Referrer shall provide Foresight with an accounting of customers Referrer has discussed Foresight Service with and what issues or roadblocks have been encountered.

2.2 Prior to introductions, Referrer shall submit for approval by Foresight information about the potential referral on a form and in such detail as required by Foresight. The potential referral may be accepted or rejected by Foresight in its sole and absolute discretion. If accepted, Referrer will formally introduce Foresight to key decision makers of potential referrals. Such introduction may be by telephone conference call and/or by an in-person meeting, based upon Foresight's direction.

2.3 Subject to and in addition to the conditions of Section 3, Referrer shall be entitled to compensation hereunder only for those customers with whom Referrer has had direct personal contact and for whom Referrer has directly endorsed and recommended the other party's services, and that Foresight confirms are referred by Referrer.

2.4 For each potential customer referred by Referrer under this Agreement, Referrer has the authority to make the referral on behalf of the potential customer, has disclosed the potential receipt of fees under this Agreement to the potential customer, and has no conflict of interest with the potential customer or with the other party in receipt of such payment.

3. Eligibility to Receive Referral Fees

3.1 So long as this Agreement is in effect, Referrer will receive a referral fee from Foresight for a customer referred by Referrer to Foresight that purchases services for the referred project or projects within 6 months of being referred by Referrer. In order for Referrer to receive the referral fee:

1. Referrer must meet all requirements of this Agreement, including, without limitation, the promotion of Foresight to the referral, as well as a formal introduction to the referral.
2. Referrer must have completed the referral form for each referral and such referral must have been approved in writing by Foresight. This approval can be provided electronically via e-mail.
3. The referred customer must not already be a customer or an Active Lead/Prospect (defined below) of Foresight and must not have already been referred by another referral source to Foresight.
4. Referrer submit a valid and signed IRS Form W-9 to Foresight.

An “Active Lead/Prospect” means any organization that is already Foresight’s spreadsheet/database and has been contacted in the last 12 months by a sales representative (or authorized referral source) and/or has indicated a desire to learn more about Foresight in preparation for a purchase decision.

3.2 Foresight will inform Referrer within 7 days of the date of referral submission, if the referral is eligible for a referral fee, otherwise such referral such be deemed to be ineligible.

4. Remuneration.

4.1 The referral fee shall be calculated as follows:

a. Foresight will pay Referrer for qualified referrals, subject to the terms of Section 3 above for Fleet Intelligence Subscriptions sold with and without a telematics device. The referral commission will be paid on a per collected sales basis from Foresight, at such rates as published by Foresight from time to time. Subsequent new collected sales of Fleet Intelligence (additional units ordered above and beyond initial order) to referred customer will also be subject to a referral fee for up to 1 year from initial order date (amount of referral for subsequent orders will be based on formula determined by Foresight at the referred customer’s initial order).

b. Any other contract types and/or shorter commitment terms as provided in this subsection are not eligible for referral fee.

4.2 Foresight shall be obligated to pay the referral fee to Referrer for a specific referred customer if, and only if, the following conditions are satisfied:

4.2.1 The services have been paid for. As defined below, referral fees will be paid within 30 days following the close of the calendar month in which Foresight receives payment from referred customer for Foresight Services.

4.2.2 The service or services ordered by referred customer have been completed, and accepted by the referred customer.

4.2.3 The referral meets the qualifications of this Agreement, including, without limitation, Section 3 above.

4.3 Referral fee payments will be made in accordance with applicable federal and state law for an independent contractor. Referrer will deliver to Foresight any applicable tax forms, including a Form 1099, if applicable, at the end of each year. Each party shall bear sole responsibility for payment of any and all taxes, assessments or charges owed by such party on any referral fees hereunder.

4.4 Referral fees will be paid within 30 days following the close of the calendar month in which payment was received from the referred customer by Foresight. Referral fees payments will be made as incremental payments are received from the customer.

5. Confidentiality and Customer Ownership.

5.1 All documents, data files, information and other materials made available to one party by the other party in connection with this Agreement, including, without limitation, all information regarding services, customers (including those customers and potential customers referred to one party by the other party), marketing data, business plans, and technical information (collectively “Confidential Information”) shall be deemed to have been furnished to the receiving party in confidence and shall remain the exclusive property of the disclosing party both during the term of this Agreement and after this Agreement is terminated or expired. Each party shall treat as trade secrets and keep in strict confidence all Confidential Information it receives from the other party at any time or develops for or on behalf of the other party, and neither party will at any time during the term of this Agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from the disclosing party.

5.2 Each party shall retain full ownership of all information regarding referred customer that the other party refers to such party under this Agreement, including all information relating to such referred customers.

6. Intellectual Property.

6.1 Each party shall retain ownership rights in and to its own intellectual property, including, without limitation, any software, trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively, “Intellectual Property”).

6.2 If approved in writing by a party, the other party may use advertising that is associated with any Intellectual Property, but only upon the terms and conditions stated by the other party as established from time to time. Neither party may modify or delete any Intellectual Property it uses without the written consent of the other party.

7. Term and Termination.

7.1 The term of this Agreement shall begin on the Effective Date and continue until for a period of one year (the “Initial Term”). After the Initial Term, this Agreement shall be renewed automatically on a month-to-month basis.

7.2 Notwithstanding the foregoing, at any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice. Upon termination by either party, all outstanding referral fees due at that time shall be paid in full within thirty (30)

days of the date of termination. In the event of termination, any subsequent sales following the termination date to referred customers and corresponding referral fees will be forfeited.

7.3 Foresight shall be responsible for paying any and all referral fees owed Referrer under this Agreement only for those referred customers that are referred before the effective termination date of this Agreement.

7.3 The provisions of Sections 5.1, 5.2, 6.1, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8 and 8.9 shall survive termination of this Agreement.

8. Miscellaneous.

8.1 FORESIGHT HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICES RENDERED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL EXTEND ANY WARRANTIES OR GUARANTEES IN THE NAME OF THE OTHER PARTY THAT WOULD BIND THE OTHER PARTY WITH RESPECT TO THE PERFORMANCE, DESIGN, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH PARTY'S SERVICES. NEITHER FORESIGHT NOR ITS AFFILIATES, SUBSIDIARIES OR SUPPLIERS SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, LOST PROFITS, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, DELAY OF DELIVERY AND IMPLEMENTATION, OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Neither party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including, without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute, epidemic, pandemic, Acts of God, or other causes beyond the reasonable control of such party.

8.3 In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

8.4 This Agreement shall not be assigned, transferred or conveyed by either party, in whole or in part, without the express written consent of the non-assigning party; provided, however, that either party may assign this Agreement in connection with a merger, sale of all or substantially all assets to an unaffiliated third party or the sale of all or substantially all ownership interest, so long as the successor is not a competitor of the non-assigning party and

agrees in writing to be bound hereby. Any attempted assignment in contravention hereof shall be null and void.

8.5 This Agreement shall be construed in accordance with the laws of the State of Arizona without regard to its conflict of laws provisions. For any disputes arising out of this Agreement, each party hereby irrevocably attorns to the jurisdiction of the state or federal courts located in Maricopa County, Arizona.

8.6 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

8.7 All notices required under this Agreement shall be effective three days after deposit in certified mail, on receipt if delivered by overnight delivery or by e-mail is delivered by electronic mail upon confirmation of receipt and shall be directed to the principal business address of each party.

8.8 This Agreement constitutes the whole agreement between the parties and supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the parties relating to the subject matter of this agreement. Any alteration to this agreement must be in writing and signed by both parties. This Agreement may be signed in one or more counterparts, including an electronic signature of the parties or a click-through acceptance of the terms by Referrer, each of which will be deemed to be an original and together will constitute one and the same instrument.

8.9 Referrer hereby indemnifies, defends, protects and holds Foresight, its affiliates, its parent, affiliates, suppliers and subsidiaries, and its and their officers, directors, employees, consultants, contractors, sublicensees and agents (collectively, "Representatives") harmless for, from and against any and all damages, liabilities, harm, lawsuits, proceedings, investigations, expenses, costs or other amounts payable to a third party, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or related to: (a) breach of this Agreement, (b) breach of any applicable law by such indemnifying party, or (c) gross negligence or willful misconduct by such indemnifying party, its affiliates, or their respective employees, contractors or agents.