

Voyomotive, LLC

Affiliate and Sales Referral Partner Agreement

Electronic Signatures Effective

The Agreement is an electronic contract that sets out the legally binding terms of your participation in the VOYOMOTIVE Affiliate and Sales Referral Partner Program. You indicate your acceptance of this Agreement and all of the [terms and conditions](#) and [privacy policies](#) contained or referenced in this Agreement by completing the VOYOMOTIVE application process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.

Introduction: The following Agreement is an application to apply as, and governs the rules for, a Partner to the Voyomotive Affiliate and Sales Referral Partner Program (hereafter “the Program”).

The Program is comprised of two sales channels:

Affiliate Sales designed to provide telematics for use on a customer’s personal vehicle(s). Partner earns a commission marketing the VOYO BLTE device by directing customers to the Voyomotive.com website. The Partner earns a commission each time someone makes a purchase through the unique Partner affiliate link associated with their recommendation. Commission is 10% of hardware net sales.

Sales Referral Program is designed for fleet sales. Partner will promote the VOYO LTE device to existing customers and submit written sales leads on the [VOYOLink](#) Partner site. Commission is 5% of net hardware sales plus first 12 months of net cellular network connection fees.

Commissions

Commissions will be paid at the end of the month. For a Partner to receive a commission, the referred account must remain active for a minimum of 31 days from the date a product has been received by the Customer.

You cannot refer yourself, and you will not receive a commission on your own accounts.

Termination

Your Partner application and status in the Program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- Spamming (mass email, mass newsgroup posting, etc.).
- Advertising on sites containing or promoting illegal activities.
- Failure to disclose the Partner relationship for any promotion that qualifies as an endorsement under existing Federal Trade Commission guidelines and regulations, or any applicable state laws.
- Violation of intellectual property rights. VOYOMOTIVE reserves the right to require license agreements from those who employ trademarks of VOYOMOTIVE in order to protect our intellectual property rights.
- Offering rebates, coupons, or other form of promised kick-backs from your Partner commission as an incentive. Adding bonuses or bundling other products with VOYOMOTIVE, however, is acceptable.
- Self referrals, fraudulent transactions, suspected Partner fraud.

In addition to the foregoing, VOYOMOTIVE reserves the right to terminate any Partner account at any time, for any violations of this Agreement or no reason.

Approval or Rejection of the Application

We reserve the right to approve or reject ANY Partner at our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Partner Program Application.

Liability

VOYOMOTIVE will not be liable for indirect or accidental damages (loss of revenue, commissions) due to Partner tracking failures, loss of database files, or any results of intents of harm to the Program and/or to our website(s).

We do not make any expressed or implied warranties with respect to the Program and/or the memberships or products sold by VOYOMOTIVE. We make no claim that the operation of the Program and/or our website(s) will be error-free and we will not be liable for any interruptions or errors.

Term of the Agreement

The term of this Agreement begins upon your acceptance in the Program and will end when your Partner account is terminated.

The terms and conditions of this agreement may be modified by us at any time. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate your Partner account. Your continuing participation in the Program will constitute your acceptance of any change.

Indemnification

Partner shall indemnify and hold harmless VOYOMOTIVE and its affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by VOYOMOTIVE to transmit and distribute materials, from any and all liabilities, damages, fines, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with this Agreement due to the negligence, misrepresentation, failure to disclose, or intentional misconduct of Partner.

As an authorized Partner of VOYOMOTIVE, you agree to abide by the terms and conditions contained in this Agreement (Agreement). Please read the entire Agreement carefully before registering and promoting VOYOMOTIVE as a Partner.

By signing up for the VOYOMOTIVE Partner Program (Program), you indicate your acceptance of this Agreement and its terms and conditions.

Affiliate Channel:

Affiliate Channel is provided to promote sales of the VOYO BLTE products offered for sale at the Voyomotive.com website

Your participation in the Program is solely to legally advertise our website to receive a commission on memberships and products purchased by individuals referred to Voyomotive.com by your own website.

Partner Affiliate Links

You may use graphic and text links both on your website and within in your email messages. You may use the graphics and text provided by us, or you may create your own as long as they are deemed appropriate according to the conditions and not in

violation as outlined in the Termination section. You must attain written permission from Voyomotive in advance of advertising the Voyomotive sites in classified ads, magazines and newspapers

Coupon and Deal Sites

VOYOMOTIVE occasionally offers coupon to select Partner and to our newsletter subscribers. If you're not pre-approved / assigned a branded coupon, then you're not allowed to promote the coupon. Below are the terms that apply for any Partners who is considering the promotion of our products in relation to a deal or coupon:

- Partner may not use misleading text on Partner affiliate links, buttons or images to imply that anything besides currently authorized deals to the specific Voyomotive site.
- Partner may not bid on VOYOMOTIVE Coupons, VOYOMOTIVE Discounts or other phrases implying coupons are available.
- Partner may not generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set Partner cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Your link must send the visitor to the merchant site.
- User must be able to see coupon/deal/savings information and details before a Partner cookie is set (i.e. "click here to see coupons and open a window to merchant site" is NOT allowed).
- Partner sites may not have "Click for (or to see) Deal/Coupon" or any variation, when there are no coupons or deals available, and the click opens the merchant site or sets a cookie. Partner with such text on the merchant landing page will be removed from the program immediately.

Pay Per Click (PPC) Policy

PPC bidding is NOT allowed without prior written permission.

Sales Referral Channel:

The Sales Referral Channel is designed for fleet sales of the VOYO LTE device and services as described on the VOYO.io site.

Voyomotive shall pay Partner sales based commissions as follows:

a. Lead Referral:

Partner shall from time to time refer prospective customers (“Leads”) to Voyomotive. Partner shall submit such Leads in writing by submitting all required information in the Voyomotive (“Sales Opportunity”) application hosted on the [VOYOLink Affiliate Portal](#). Within 10 business days of having received a Sales Lead, Voyomotive will provide Partner a notification by posting an update in the VOYOLink Affiliate Portal when the application has been accepted or rejected.

b. Acceptance of Multiple Sales Leads:

At its sole discretion, Voyomotive reserves the right to accept Sales Leads and pay Commission Fees to different Partners submitting Leads for the same company. These instances may occur when Leads are submitted for different divisions, subsidiaries, business units, or locations owned or controlled by the same prospective Customer.

c. Payment for Activated Customers:

Voyomotive shall pay Partner a Commission Fee for each Lead submitted by Partner to Voyomotive through a Sales Lead that becomes a Customer. A Customer is a purchaser of VOYO LTE device purchases and a subscriber of a Voyomotive Service who has paid Voyomotive for a 12 month subscription period. Repeat orders from an existing Customer that do not have a Sales Lead submitted in advance of a Customer Purchase or Sales Order being issued are not qualified for payment.

Payment for hardware purchase:

Voyomotive shall calculate the one-time Commission Fee for hardware by multiplying the hardware purchase amount by **Five percent (5%)**. The hardware purchase amount basis used to calculate the Commission Fee shall not include related fees, such as professional services, packaging/shipping fees or taxes. The revenue amount basis used to calculate the Commission Fee shall not include related fees, such as Voyomotive professional services, payment for 3rd party analytics or services, packaging/shipping fees or taxes.

Payment for subscription service:

Voyomotive shall calculate the one-time Referral Fee by multiplying the revenue listed for network connectivity in the Customer's initial subscription agreement by **Five percent (5%)**. The revenue amount basis used to calculate the Commission Fee shall not include related fees, such as Voyomotive professional services, payment for 3rd party analytics or services, packaging/shipping fees or taxes.

d. Exclusions:

Any subsequent contract renewals by a Customer shall not result in any Commission Fees or other compensation to Partner. Voyomotive shall reject any Leads submitted by Partner if 1) the Lead is a current customer of Voyomotive for any products or services, 2) the Lead is an active opportunity in Voyomotive's sales process, 3) Voyomotive's sales team has communicated with the Lead in a person-to-person fashion in the last three months prior to Partner submitting such Lead, or 4) Partner does not have a sufficient connection to the Lead to make the Partner's referral more valuable than Voyomotive simply contacting Lead itself (e.g., the Lead indicates to Voyomotive that they do not know the Partner in any material capacity). Further, any Lead submitted by Partner shall expire (and not be eligible for compensation) six months of Partner submitting such Lead, if such Lead has not been converted to Activated Customer by such date.

e. Refunds, Charge back and Over Payment Terms:

Payments will only be sent for transactions that have been successfully completed. Transactions that result in chargebacks or refunds will not be paid out. In the event that a Customer cancels a subscription before the subscription term has expired, is issued a whole or partial refund, the Referral Fees paid to the Partner will be recalculated to determine the Over Payment basis. The balance of any Over Payment will be deducted by Voyomotive from any future Partner payment(s) until such balance is zero.

Terms and Conditions:

This NON-EXCLUSIVE REFERRAL AGREEMENT is made and entered into on the Start Date listed above ("Effective Date") by and between Voyomotive LLC., a Florida corporation located at 1058 N. Tamiami Trail, #108-137 Sarasota, FL 34236. and Partner, as named above, having its principal place of business at the address listed above.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Voyomotive and Partner agree as listed here.

The parties agree the Partner shall be permitted to refer potential buyers to the Voyomotive Services listed above, provided Partner is legally bound by the Referral Terms of Service and to this Agreement, including any schedules.

Where the Referral Terms of Service and this Agreement contradict, this Agreement shall govern.

The Referral Terms of Service, this Agreement and the Mutual Nondisclosure Agreement entered into by the parties on or about the date hereof shall constitute the entire agreement between the parties and cannot be modified without prior written consent of both parties.

Referral Terms of Service

THESE REFERRAL TERMS OF SERVICE ARE A LEGALLY BINDING CONTRACT. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING THE ASSOCIATED REFERRAL AGREEMENT.

Voyomotive and Partner are each referred to as a “Party” and collectively as “Parties” throughout these Terms of Service and the associated referral agreement (“Agreement”).

WHEREAS, Voyomotive delivers software applications as services over the Internet and Partner wishes to refer prospective customers to Voyomotive.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the Parties intending to be legally bound, hereby agree as follows:

1. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until terminated as described herein. Either party may terminate this Agreement by providing written notice to the other party at any time without cause and without further obligation except for payment by Company to Partner of outstanding Referral Fees calculated as of the termination date, and any Lead submitted by Partner prior to termination who then becomes a Customer within ninety (90) days after the termination date of this Agreement shall result in compensation to Partner as provided in the related the Agreement.

2. CONFIDENTIALITY AND OWNERSHIP

Confidential Information: The parties’ obligations regarding confidential information shall be governed by the Mutual Non-Disclosure Agreement entered into by the parties on or about the date of the Referral Agreement (the “MNDA”). The MNDA is incorporated herein by reference and shall be deemed a part of this Agreement.

3. RETURN OF MATERIALS

Each party agrees that upon termination of this Agreement, such party will return to the other party all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the first party, including

both originals and copies of such material. Neither party will retain any such materials.

4. WARRANTIES

Each party warrants that:

- a. Such party's agreement to this Agreement does not violate any agreement or obligation between such party and a third party; and
- b. The materials provided by such party as delivered to the other party will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

5. LIMITATION OF LIABILITY; INDEMNITY

Limitation of Liability: EXCEPT FOR EACH PARTY'S EXPRESS INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST DATA, LOST GOOD WILL, LOST BUSINESS, OR DOWN TIME, INCURRED BY THE OTHER PARTY AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR ANY NEGLIGENCE IN CARRYING OUT THIS AGREEMENT, OR ANY USE OF THE SERVICES, OR DELIVERABLES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that, notwithstanding the foregoing disclaimers, either Party is found responsible to the other for any reason whatsoever, such Party's responsibility shall be limited to the amounts actually paid by Voyomotive to Referral partner during the twelve (12) months immediately preceding such event, and shall not include punitive damages or consequential or resulting damages of any nature

- b. Indemnification: Each party agrees to indemnify, defend, and hold the other party and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by the first party.

6. RELATIONSHIP OF PARTIES

Partner is an independent contractor of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment, profits, or engagement, or as a limitation upon the Company's sole discretion to terminate this Agreement at any time without cause. Partner further agrees to be responsible for all of Partner's federal and state taxes, withholding, social security, insurance, and other benefits. Partner shall provide the Company with satisfactory proof of independent contractor status.

7. OTHER ACTIVITIES

a. Other Activities: Either party is free to engage in other independent activities, provided that the party does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof.

b. Non-Solicitation: Each party agrees not to induce or attempt to influence, directly or indirectly, any employee at the other party to terminate his/her employment with the other party and work for the first party or any other person or organization, provided that neither general advertising, nor discussions with people who contacted a party first, without initial solicitation, shall not be deemed to violate this Section.

8. RESOLVING DISPUTES

a. The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in San Francisco County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Santa Clara County, California, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

9. ENTIRE AGREEMENT

This Agreement, Terms of Service, the MNDA and any referenced schedules or exhibits hereto constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may be executed with electronic signatures and in multiple counterparts, and each of such counterparts shall constitute one and the same original agreement.

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into, as of Start Date stated on page 1 of the Agreement (“Effective Date”), by and between Voyomotive, LLC (“Company”), having a principal place of business at 1058 N. Tamiami Trail #108-137, Sarasota, FL 34236 and “Partner” with name and address stated on Page 1 of the Agreement (“Other Party”).

Definition of Confidential Information. “Confidential Information” means (a) any technical and non-technical information related to a party’s business and current, future and proposed products and services of each of the parties, including for example and without limitation, each party’s respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information a party has received from others that may be made known to the other party and which a party is obligated to treat as confidential or proprietary.

Nondisclosure and Nonuse Obligations. The party receiving Confidential Information (“Recipient”) will not use any Confidential Information except to the extent necessary for the purpose described below the signatures to this Agreement (the “Purpose”) and Recipient will not disseminate or in any way disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Agreement. Furthermore, neither Recipient nor the party providing Confidential Information (“Discloser”) may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any person, firm or business or to any form of public media without the prior written approval of the other party. Recipient shall treat all of Discloser’s Confidential Information with the same degree of care as Recipient accords to Recipient’s own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser’s Confidential Information

only to those of Recipient’s employees, consultants and contractors who need to know the information to assist Recipient with respect to the Purpose. Recipient certifies that each of its employees, consultants and contractors will have agreed, either as a condition of employment or in order to obtain Discloser’s Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement, and Recipient shall be responsible for any action taken by such parties that would, if taken by Recipient, be a breach of this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser’s Confidential Information. Recipient shall assist Discloser in remedying the unauthorized use or disclosure of Discloser’s Confidential Information.

Exclusions from Nondisclosure and Nonuse Obligations. Recipient’s obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any of Discloser’s Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient’s possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by the Discloser; or (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information. A disclosure by Recipient of any of Discloser’s Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

Ownership and Return of Confidential Information and Other Materials. All of Discloser's Confidential Information is the property of Discloser and no license or other rights to the Discloser's Confidential Information is granted or implied hereby. All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Discloser's Confidential Information) are the property of the Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Recipient's option, (a) all Discloser-furnished materials and (b) all materials in Recipient's possession or control (even if not Discloser-furnished) that contain or disclose any of the Discloser's Confidential Information. Recipient will provide Discloser a written certification of Recipient's compliance with Recipient's obligations under this Section.

Independent Development. Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop or has not developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Discloser's Confidential Information.

Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

No Warranty. All Confidential Information is provided by Discloser "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

No Export. Recipient will obtain any licenses or approvals the U.S. government or any agency thereof requires prior to exporting,

directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing that data.

Term. This Agreement shall govern all communications between the parties until the third anniversary of the date termination of the Affiliate and Sales Referral Agreement.

No Assignment. Neither party will assign or transfer any rights or delegate any performance under this Agreement without the prior written consent of the other party. All assignments and delegations in violation of the foregoing are void.

Injunctive Relief. A breach by Recipient of this Agreement will cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and other relief as may be proper (including money damages if appropriate), without the need to post a bond.

Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

Governing Law; Forum. The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Santa Clara

County, California, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity

and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Waiver; Modification. If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

Entire Agreement. This Agreement constitutes the final and exclusive agreement between the parties with respect to the treatment of Confidential Information disclosed hereunder. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the treatment of the Confidential Informati