Portrex Referral Partner Agreement

Standard form. Complete the blank fields and confirm Schedule A before signing. This agreement governs business-to-business introductions and one-time referral fees. Portrex may also describe the program as its Affiliate Program; that label does not expand the referral-only role granted here.

Parties and effective date

This Referral Partner Agreement (Agreement) is between Portrex Inc., a Delaware corporation (Portrex), and the person or entity identified below (Partner). Portrex and Partner are each a Party and together the Parties. Once both Parties sign, this Agreement is effective as of the Effective Date below.

Effective Date: _____

Portrex principal business and notice address: 2239 Washington St, Suite 304, Canton, MA 02021

Portrex notice email: partners@portrex.io

Partner legal name: _____

Partner entity type and formation jurisdiction, or individual: _____

Partner business and notice address: _____

Partner notice email: _____

Partner contact phone: _____

1 Definitions

1.1 Platform. The Portrex software platform and related software services for residential home-services businesses. This Agreement does not grant access to the Platform or customer accounts.

1.2 Business Day. A day other than Saturday, Sunday, or a Massachusetts legal holiday. Unless otherwise stated, days are calendar days. Deadlines and calendar years use Eastern Time.

1.3 Referral Registration. A complete submission satisfying Section 3.1. Its Registration Date is the date and time Portrex receives all required information. An Accepted Referral is a Referral Registration that Portrex expressly accepts in writing under Section 3.2. Its Acceptance Date is the date of that acceptance.

1.4 Existing Contact. A business that, immediately before the Registration Date, (a) is or was a paying Portrex customer; (b) has an active trial or Platform account; or (c) is in active sales discussions with Portrex, evidenced by substantive two-way sales communications during the preceding 90 days. A passive CRM entry, mailing-list membership, or unanswered outreach alone does not establish an Existing Contact. Later-created records do not retroactively establish that status. Portrex may approve a disclosed exception in writing. Competing partner registrations are governed by Section 3.3 rather than this definition.

1.5 Prospect and Referred Customer. A Prospect is a business submitted by Partner that is not an Existing Contact, unless an exception is approved in writing. A Referred Customer is a Prospect with an Accepted Referral whose Subscription Start Date falls within its Attribution Window. Branches, locations, and multiple accounts of the same legal entity count as one customer. Separately incorporated affiliates count separately only if Portrex approves them as separate referrals in writing; affiliates of an Existing Contact are otherwise treated as Existing Contacts.

1.6 Attribution Window. The period beginning on the Acceptance Date and ending at 11:59 p.m. Eastern Time on the date that is the number of days specified in Schedule A after the Acceptance Date. The window governs when the subscription must start, not when qualification must be completed.

1.7 Subscription Start Date and Monthly Service Period. The Subscription Start Date is the effective service-start date in the customer's signed paid subscription order, including an initial free period expressly included in that order. A standalone trial before that date does not count. Monthly Service Periods run between successive monthly anniversaries of the original Subscription Start Date. If a month lacks the original anniversary day, use that month's last day; later months return to the original day when available.

1.8 Qualifying Subscription. A subscription satisfying the seat requirements in Schedule A or a customer-specific exception approved under Section 3.6.

1.9 Qualification Date and Referral Fee. The Qualification Date is the date all requirements in Section 4.1 are met. The Referral Fee is the one-time amount determined under the applicable Schedule A. No recurring or renewal commission is payable.

2 Appointment and relationship

2.1 Nonexclusive appointment. Portrex appoints Partner to identify and introduce Prospects on a nonexclusive basis. Either Party may work with others. Neither Party has a minimum referral, sales, or purchase obligation. Portrex controls customer pricing, sales, contracting, onboarding, and service decisions, subject to its express payment obligations.

2.2 Independent business. Partner operates independently and controls the manner, time, and place of its referral activities. No employment, agency, partnership, joint venture, franchise, or reseller relationship is intended. Partner bears its own expenses, insurance, and taxes except as applicable law requires otherwise. Neither this description nor a tax form overrides a classification required by law.

2.3 Limited role and authority. Partner may make good-faith introductions and join follow-up meetings by mutual agreement. Partner may not bind Portrex, accept orders or payments for it, negotiate its customer contracts, promise features or results, or quote prices except current prices expressly authorized by Portrex. Portrex is responsible for subsequent sales and customer contracting. Platform or customer-account access requires separate authorization and applicable terms.

3 Registration and attribution

3.1 Submission and permission. Submit through the registration method in Schedule A or by introduction email copied to partners@portrex.io. Include Partner's identity; the Prospect's legal business name and website or other identifying information; the contact's name and business contact details; Partner's relationship to the Prospect; and confirmation that the contact agreed to sharing those details with Portrex and to the proposed introduction. Partner must obtain and retain evidence of that permission and provide it on reasonable request. Submit only information reasonably needed for the introduction. Schedule B may be used.

3.2 Express acceptance. Within five Business Days after receipt, Portrex will notify Partner in writing of acceptance, rejection with a brief reason, or missing information. Silence, an automated receipt, a sales call, or account creation is not acceptance. Portrex may reject an ineligible, incomplete, or commercially unsuitable referral in good faith. Missing information must be supplied before a Registration Date is established. Partner may escalate an overdue response to the notice address. A pending submission creates no payment entitlement unless accepted. Portrex will not delay or reject a submission in bad faith to avoid a Referral Fee.

3.3 Priority and competing submissions. Among otherwise eligible complete submissions for the same Prospect, the earliest Registration Date has priority if that submission is accepted. Portrex will decide an earlier pending submission before awarding a competing one; acceptance processing order does not

change priority. A later complete submission received while the earlier submission is pending retains its original Registration Date. If the earlier submission is rejected, Portrex will consider the next otherwise eligible submission in order using its original Registration Date, without treating the earlier pending submission as an Existing Contact. If the earlier submission is accepted, the later competing submission may be rejected; a new submission after the earlier protection expires is evaluated anew. Direct sales activity or a later channel does not defeat an Accepted Referral. Only one fee is payable per Referred Customer.

3.4 Expiration and repeat submissions. An Accepted Referral expires if no subscription starts within its Attribution Window, unless Portrex extends it in writing. A rejected or expired submission creates no continuing priority. Any new submission is evaluated anew, including Existing Contact status at its new Registration Date; the expired registration alone does not make the Prospect an Existing Contact. If the customer starts within the window, protection continues through qualification and administration of the resulting fee.

3.5 Excluded and conflicted referrals. No fee is available for a purchase by Partner, an entity controlling, controlled by, or under common control with Partner, or Partner's owner, officer, or employee, absent advance written approval by Portrex. Control means ownership of more than 50% of voting interests or power to direct management. Partner must disclose relevant employment, advisory, procurement, ownership, or fiduciary relationships with the Prospect and obtain required employer or client authorization before a compensated referral. No approval permits a payment prohibited by law.

3.6 Records and exceptions. Portrex will maintain dated registration, acceptance, pricing-exception, and subscription records. Records are evidence, not conclusive determinations, and must be corrected for documented errors. An exception must identify the customer and the eligibility, price, seat, qualification, or fee terms varied, and be confirmed in writing to Partner by an authorized Portrex representative. A customer discount or service credit alone does not amend Partner's eligibility requirements. Portrex will notify Partner when it makes a proposed below-threshold offer and of any approved referral exception; commercially sensitive customer details may be redacted.

4 Fees, qualification, and payment

4.1 Earning a fee. A Referral Fee is earned on the Qualification Date only if (a) the Referred Customer starts within the Attribution Window; (b) it continuously maintains the qualifying seat level for at least three complete Monthly Service Periods beginning on the Subscription Start Date and remains subscribed through qualification; (c) at least two complete Monthly Service Periods at the qualifying paid price have elapsed and their recurring charges have been paid in full with cleared funds; (d) all other undisputed subscription invoices due through that date are paid; and (e) payment is lawful and the particular referral was not made in breach of Section 3.5 or caused by Partner's fraud or knowing material misrepresentation. One initial free Monthly Service Period may count toward the three-period minimum. Additional free periods do not satisfy the two-paid-period requirement and extend qualification until the requirements are met. A good-faith customer billing dispute delays qualification until resolved and paid rather than automatically disqualifying the referral.

4.2 Prepayment and interrupted qualification. Annual or other prepayments do not accelerate the required service periods. Allocate prepaid recurring charges evenly over the months they cover to determine the price and payment for elapsed paid periods. Cancellation, termination, or a seat or recurring-price reduction below the qualifying level before the Qualification Date disqualifies the referral unless a written exception applies. An invoice paid within ten Business Days after its due date does not disqualify the referral, but qualification cannot occur before payment clears. An undisputed invoice remaining unpaid after that cure period disqualifies the referral unless Portrex approves reinstatement in writing. A later resubscription does not automatically revive eligibility.

4.3 Amount and payment. Portrex will pay the applicable Schedule A fee within 30 days after the end of the calendar month containing the Qualification Date, subject to Section 4.4 and any earlier deadline

required by nonwaivable law. Payment is in U.S. dollars by ACH or another electronic method agreed in writing. Ordinary churn, cancellation, or downgrade after qualification does not reverse an earned fee, except as provided in Section 4.5.

4.4 Tax and payment information. Before payment, Partner must provide the applicable completed IRS Form W-9, W-8BEN, W-8BEN-E, or other required tax documentation and accurate payment instructions through Portrex's designated secure process. Portrex will promptly identify missing or invalid information. A documentation hold does not cancel an earned fee; after correction, payment is due by the later of the original due date or 15 days after valid information is received, subject to mandatory law. Portrex may make legally required withholding and issue applicable tax records; no gross-up is owed. Each Party is responsible for taxes imposed on it by law. Bank-detail changes require verification through a previously established contact channel.

4.5 Limited recovery. Portrex may recover a fee to the extent (a) a refund, chargeback, or payment reversal within 90 days after the Qualification Date causes qualifying paid charges for the two paid periods needed for qualification to fall below the required minimum; (b) the fee resulted from a duplicate payment or demonstrable calculation error; or (c) Partner's fraud, material misrepresentation, or knowing violation of referral eligibility rules caused payment of an ineligible fee. For clause (a), the recoverable portion equals the Referral Fee multiplied by the qualifying-payment shortfall divided by the minimum recurring charges required for the two paid periods, capped at the fee paid. Assess the shortfall period by period and count other completed, paid qualifying periods available on the Qualification Date before determining a shortfall. A discretionary future service credit or refund caused solely by Portrex's material breach does not trigger clause (a). Portrex must provide a reasoned written notice with supporting details within 30 days after discovery; notices under clauses (a) and (b) must also be given within 180 days after the Qualification Date. Clause (c) remains subject to applicable limitation periods. Except under clause (c), Portrex may not revoke accepted eligibility because it later discovers pre-registration facts Partner accurately disclosed or did not know.

4.6 Recovery procedure and holds. Partner has 30 days after a Section 4.5 notice to raise a good-faith written dispute. An undisputed recovery may be offset against later fees or must be repaid within 30 days after that dispute period expires. A disputed recovery may be collected or offset only after written agreement or final adjudication. Portrex may temporarily hold only an affected unpaid fee while investigating a documented eligibility or fraud concern, must promptly state the basis, and must resolve the hold within 60 days unless Partner agrees otherwise or law requires it. Unrelated undisputed fees remain payable. No double recovery is permitted.

4.7 Reporting and disputes. For each month with a pending Accepted Referral, payment, adjustment, or unresolved balance, Portrex will provide a statement or downloadable report within 15 days after month-end. It will identify the relevant customer, acceptance and expiration dates, subscription start and qualification status, applicable fee, payment or hold, and a concise reason for a rejection or adjustment. Partner should dispute a reported item within 90 days after receiving enough information to identify it. Failure to do so makes the statement administratively final but does not waive an omitted or concealed item, fraud, manifest error, an earned-fee claim within the applicable limitation period, or a nonwaivable right. Portrex will reasonably investigate and provide relevant supporting records with unrelated and sensitive information redacted; general CRM or customer-account access is not required.

4.8 Prospective program changes. Portrex may change the commercial variables assigned to Schedule A on at least 30 days' written notice. Changes apply only to complete Referral Registrations received on or after the stated effective date. Earlier complete submissions that are later accepted, and existing Accepted Referrals, retain the Schedule A in force on their Registration Date. Changes cannot retrospectively reduce protection, qualification rights, or fees, or amend the body of this Agreement. Body changes require both Parties' signed agreement. Partner may terminate before a change takes effect.

5 Conduct, privacy, and compliance

5.1 Lawful marketing. Each Party will comply with laws applicable to its activities, including applicable advertising, anti-bribery, privacy, commercial email, telephone, and text-marketing requirements. Partner will not send unsolicited bulk email or texts, buy referral leads, use deceptive traffic methods, or make false, misleading, or unsubstantiated claims. Partner may use only current claims and materials authorized by Portrex and may not promise unapproved pricing, functionality, security, savings, or outcomes.

5.2 Compensation disclosure. Partner will clearly and conspicuously disclose the compensated relationship in relevant written, online, and oral recommendations before the Prospect acts on them. Disclosures must fit the medium and accompany the recommendation. For example: "I am a Portrex referral partner and may receive a fee if your company signs up." Partner must not misrepresent its experience or describe itself as independent of Portrex's financial incentive.

5.3 Conflicts and inducements. Partner represents that its performance does not breach another obligation and that it has obtained any required employer, client, or principal consent. Partner may not offer a rebate, share of its fee, or other inducement to a Prospect or its personnel without Portrex's advance written approval and any required employer authorization. No Party may offer or receive an unlawful kickback, bribe, or undisclosed improper benefit; approval does not excuse illegality.

5.4 Brand and oversight. Partner will not bid on Portrex or confusingly similar terms in paid search or use them in domain names or social-media handles without written permission. Partner is responsible for participating personnel. Portrex will provide reasonably necessary approved claims and disclosure guidance and may reasonably review relevant referral promotions and compliance records. Partner will promptly correct or stop activity Portrex reasonably identifies in writing as inconsistent with this Agreement. Neither Party may use such review to direct the other's unrelated business activities.

5.5 Contact information and security. Each Party may use shared Prospect contact information for the permitted introduction, related sales follow-up, program administration, and, where applicable and lawful, establishing and performing the resulting customer relationship. Information independently obtained directly from a Prospect or customer may be used in that relationship subject to applicable notices, law, and the relevant customer contract; this does not transfer ownership of the other Party's pre-existing information. Each Party is responsible for the personal information it controls, reasonable security safeguards, and applicable requests to stop contact or delete data. A Party will notify the other as soon as reasonably practicable, and no later than 72 hours after becoming aware of actual or reasonably suspected unauthorized access to or disclosure of shared referral information, where legally permitted, and will provide reasonable updates and cooperation. Nothing delays legally required notices. Introduction permission does not by itself authorize every form of automated marketing. Additional customer-data access or processing requires separately agreed terms where appropriate.

5.6 Software referrals only. This referral program compensates introductions for Portrex software subscriptions. Under this Agreement, Partner is not paid to refer homeowners, construction projects, or home-improvement contracts to contractors, and has no authority to arrange or advertise such work for Portrex. This provision does not regulate Partner's unrelated lawful business activities.

6 Intellectual property and approved materials

6.1 Ownership and limited license. Portrex and its licensors retain all rights in the Platform, marks, and materials. During the Term, Portrex grants Partner a nonexclusive, nontransferable, nonsublicensable, revocable license to use supplied marks and approved materials solely for authorized referrals under this Agreement. All goodwill in those marks benefits Portrex. Revocation does not cancel fees otherwise earned or protected. Neither Party acquires ownership of the other's pre-existing contacts or information merely by receiving a referral.

6.2 Restrictions and separate rights. Partner may not alter, sublicense, or use Portrex marks or materials outside this license, or copy or distribute nonpublic Portrex materials except as authorized, subject to applicable law. This Agreement grants no license to source code, Platform access, customer data, or other Portrex intellectual property except the express marketing license above. Partner-created materials using Portrex marks or claims require Portrex's advance written approval. Any commissioned work, deliverables, feedback license, or assignment of intellectual property must be addressed in a separate written agreement; neither Party assigns its pre-existing intellectual property by this Agreement.

7 Confidentiality

7.1 Protected information and permitted use. Confidential Information means nonpublic information disclosed in connection with the negotiation or performance of this Agreement that is identified as confidential or reasonably should be understood as confidential, including nonpublic prices, discounts, product plans, customer and Prospect information, and negotiated terms. Each receiving Party will use it only for the permitted purposes in this Agreement, protect it with reasonable care, and disclose it only to personnel, professional advisers, and service providers who need to know and are bound by confidentiality duties at least as protective, including professional duties. The receiving Party is responsible for their compliance. Section 5.5 governs the permitted uses of shared Prospect information.

7.2 Exceptions and compelled disclosure. These obligations do not cover information the recipient can demonstrate is public without breach, was lawfully known without restriction, was independently developed, or was lawfully received from another source without a confidentiality duty. Legally compelled disclosure is permitted to the extent required, with advance notice where lawful and reasonable cooperation at the discloser's expense in seeking protection. Required compensation disclosures under Section 5.2 do not breach this Section. Nothing restricts legally protected reporting or requires notice where prohibited by law.

7.3 Return, retention, and duration. On request or termination, each Party will return or delete the other's Confidential Information, except records reasonably needed to administer surviving referrals, perform a resulting customer relationship as permitted by Section 5.5, comply with law, establish legal rights, or remain in routine inaccessible backups until ordinarily overwritten. Retained information remains protected and may be used only for those purposes. Duties survive for five years after termination, for trade secrets while legally protected as such, and for personal information as long as applicable law requires.

7.4 Protected trade-secret disclosures. An individual will not be held criminally or civilly liable under federal or state trade-secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, solely to report or investigate a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. An individual who brings a retaliation lawsuit for reporting a suspected violation may disclose the trade secret to the individual's attorney and use it in the proceeding if any document containing it is filed under seal and the individual does not disclose it except under court order. See 18 U.S.C. Section 1833(b). This notice does not authorize conduct otherwise prohibited by law.

8 Term and termination

8.1 Term and ordinary termination. The term begins on the Effective Date and continues for one year, renewing for successive one-year periods unless either Party gives at least 30 days' written notice of nonrenewal. Either Party may also terminate at any time on 30 days' written notice.

8.2 Cause and suspension. Either Party may terminate for the other's material breach not cured within ten Business Days after written notice reasonably describing it. Either may terminate immediately for fraud, willful misconduct, or a material breach that cannot reasonably be cured. Portrex may immediately suspend new referral activity or brand use where reasonably necessary to address credible evidence of

unlawful activity, material deception, unauthorized disclosure, or material misuse of its marks. Suspension must be explained in writing and reviewed promptly; it does not itself forfeit fees.

8.3 Pending and earned referrals. Termination or suspension does not forfeit legitimate earned fees or payment rights for Accepted Referrals existing on the effective termination date. Those referrals remain eligible if the subscription starts within the original Attribution Window and later qualifies. Complete registrations received on or before the effective termination date, including during a notice period, will be decided under Section 3 even if the decision occurs after termination; if accepted, they receive the same protection. Registrations first submitted after termination are ineligible. Referrals specifically affected by disqualifying conduct remain subject to Sections 3.5, 4.2, 4.5, and 4.6. Portrex will not redirect a valid referral or delay its subscription in bad faith to avoid payment.

8.4 Wind-down and survival. Partner will stop representing itself as an active Portrex referral partner and discontinue use of Portrex marks and materials on termination or license revocation. Sections 1, 2.2, 3 and Schedule A as needed to administer surviving referrals, Sections 4, 5.5, 6 concerning ownership and cessation of use, 7, 8.3, 8.4, 9, 10, and 11 survive to the extent needed to give them effect. Any marketing license ends on termination. Earlier payment or other duties required by nonwaivable law prevail.

9 Third party claims

9.1 Partner indemnity. Partner will defend and indemnify Portrex and its officers, directors, and employees against third-party claims, resulting damages, lawful settlements, legally indemnifiable penalties, and reasonable defense costs to the extent caused by Partner's material breach of Section 5, unauthorized material misrepresentations to Prospects, or unlawful referral activities. This duty excludes amounts attributable to Portrex's own breach, negligence, or misconduct. Ordinary disputes between the Parties under this Agreement are not third-party indemnity claims.

9.2 Portrex intellectual property indemnity. Portrex will defend and indemnify Partner and its officers, directors, and employees against third-party claims that Partner's authorized use of Portrex-supplied marks or marketing materials, or its authorized promotion of the Platform as supplied by Portrex, infringes a U.S. patent, copyright, or trademark. Coverage includes resulting damages, lawful settlements, and reasonable defense costs. It excludes claims to the extent caused by unauthorized modifications, combinations, or statements; use outside this Agreement; or continued use after Portrex supplies a reasonably adequate noninfringing replacement and directs cessation. Portrex may obtain continued rights, replace or modify the affected item, or terminate the affected promotional authorization. Earned and protected fees remain governed by Section 8.3. This Section does not expand rights under a separate customer agreement.

9.3 Claim procedure. The protected Party must promptly notify the other of a claim, with delay excusing performance only to the extent materially prejudicial, and provide reasonable cooperation at the defending Party's expense. The indemnifying Party controls the defense with reasonably qualified counsel. It may not settle without the protected Party's consent unless the settlement fully releases that Party, requires only money paid by the indemnifying Party, and includes no admission or ongoing obligation of the protected Party. Consent must not be unreasonably withheld. If the indemnifying Party fails promptly to assume a required defense after notice, the protected Party may reasonably defend and seek covered costs. Section 10 applies to this Section.

10 Disclaimers and liability limits

10.1 Referral materials. The Platform and promotional materials are provided to Partner as is for referral purposes. To the extent permitted by law, Portrex disclaims implied warranties to Partner, including merchantability, fitness for a particular purpose, and noninfringement, except its express obligations in this Agreement. This disclaimer does not alter a separate customer contract or Section 9.2.

10.2 Excluded damages. To the extent permitted by law, neither Party is liable to the other under this Agreement for indirect, incidental, special, consequential, or punitive damages. This exclusion does not bar earned Referral Fees, permitted fee repayments, amounts payable to third parties under Section 9, damages caused by fraud or willful misconduct, or liability that cannot lawfully be excluded. Direct damages, including reasonable direct investigation and remediation costs and direct lost profits to the extent recoverable under applicable law, are not excluded solely because of their description; they remain subject to applicable monetary caps.

10.3 General cap. Except as stated in Sections 10.4 and 10.5, each Party's aggregate liability arising out of or relating to this Agreement will not exceed the greater of US $10,000 or the Referral Fees paid or payable under it during the 12 months before the earliest event giving rise to the relevant claims. Claims arising from related events are treated as one claim for this calculation.

10.4 Higher combined cap. Claims arising from breach of Sections 5.5, 6, or 7, or indemnification under Section 9, are subject to a higher aggregate cap equal to the greater of US $25,000 or twice the applicable Section 10.3 cap. General-cap claims remain subject to the general cap, and the combined aggregate of general-cap and higher-cap claims may not exceed the higher cap. These caps do not stack. The Section 10.2 damages exclusion continues to apply except as expressly stated there.

10.5 Exceptions and remedies. The monetary caps do not limit earned Referral Fees, fee repayments properly due under Section 4, a Party's fraud or willful misconduct, or liability that applicable law prohibits limiting. No provision waives nonwaivable payment, statutory, or employment rights. Either Party may seek appropriate injunctive relief for actual or threatened misuse of intellectual property or Confidential Information, subject to court requirements. No Party may recover the same loss twice.

11 General terms

11.1 Law and courts. Massachusetts law governs without its conflict-of-laws rules, subject to nonwaivable applicable law. The Parties submit to exclusive jurisdiction in the Massachusetts state courts located in Suffolk County and the United States District Court for the District of Massachusetts sitting in Boston, in each case where subject-matter jurisdiction exists, and waive objections to venue and inconvenient forum to the extent lawful.

11.2 Assignment. Partner may not assign this Agreement or delegate referral obligations without Portrex's prior written consent, not unreasonably withheld for a bona fide business reorganization with no material adverse effect. Portrex may assign it to an affiliate or successor in a merger or sale of substantially all relevant business assets if the assignee assumes all obligations, including protected and earned fees. Assignment does not erase accrued liabilities. Other assignments require the other Party's written consent.

11.3 Notices and operational communications. Formal notices must be sent to the notice email or address on the first page, as updated by notice. Email notice is effective on acknowledged receipt or on the next Business Day after transmission if the sender retains evidence of successful transmission and receives no delivery-failure notice. If the sender learns of failure, it must use another permitted method. Nationally recognized courier notice is effective on documented delivery. A portal posting alone is not formal notice. Referral decisions and customer-specific exceptions may be sent by email from an authorized representative or through a portal notification accompanied by email.

11.4 Entire agreement and priority. This Agreement and Schedules A and B are the entire agreement on the referral program and replace prior discussions on that subject. A later amendment signed by both Parties controls over conflicting terms. Schedule A controls only the commercial variables expressly assigned to it; the body otherwise controls, and Schedule B records facts without changing contract terms. Customer-specific exceptions under Section 3.6 control only the expressly varied terms for the identified customer. Except for those exceptions and prospective Schedule A changes under Section 4.8, amendments require both Parties' signatures. An existing separately signed nondisclosure agreement is not superseded merely by this Agreement and controls confidentiality matters within its stated scope if it

conflicts with Section 7, unless the Parties agree otherwise in a later signed writing. Marketing or website summaries do not amend this Agreement; nothing in this sentence waives rights that applicable law does not permit the Parties to waive.

11.5 Waiver and severability. A waiver must be in writing and applies only to its stated circumstances. Delay in enforcement is not a waiver. If a provision is unenforceable, it will be limited only to the extent legally permitted and necessary, or severed if it cannot lawfully be limited, leaving the remainder effective. This clause does not authorize rewriting mandatory legal protections.

11.6 Counterparts and signatures. The Parties may sign counterparts and use electronic signatures with intent to authenticate this Agreement; together they form one instrument. Each signer represents authority to bind the named Party. The completed Agreement and schedules must be retained with the executed copy.

Signatures

By signing, each Party agrees to this Agreement and its Schedules A and B. An individual Partner may enter Individual for title.

PORTREX INC.

Authorized signature: _____

Signer printed name: _____

Signer title: _____

Signature date: _____

PARTNER

Partner legal name: _____

Authorized signature: _____

Signer printed name: _____

Signer title: _____

Signature date: _____

Schedule A Referral program terms

Initial version effective on 2026-11-17 under Section 4.8 of the Agreement.
Capitalized terms have the meanings in the Agreement. Amounts are in U.S. dollars.

Minimum qualifying seats. At least one paid seat licensed under the customer's paid subscription order throughout the required service periods, including seats provided during a permitted initial free period. Seats are counted as licensed, whether or not individual users have logged in; a standalone trial does not count.

Qualification. At least three complete Monthly Service Periods, including at most one initial free period toward that minimum, and at least two complete paid periods with payment cleared. Sections 4.1 and 4.2 govern. Any initial free period must be included in the customer's signed order; this Agreement does not itself promise a free period to the customer.

Base Referral Fee. US $1,500 for each of the first three qualified referrals in a calendar year.

Higher Referral Fee. US $2,000 for the fourth and each later qualified referral in that same calendar year. No retroactive increase applies.

Attribution Window. 180 days after written acceptance.

Payment. ACH or another agreed electronic method, within 30 days after the end of the calendar month containing qualification, subject to Sections 4.3 and 4.4 and nonwaivable law.

Submission. https://portrex.io/affiliates/refer or introduction email copied to partners@portrex.io. Email remains available if the form is unavailable.

Customer incentive. No additional referral-specific incentive. This does not eliminate an initial free period expressly included in the customer's signed subscription order.

Tier counting. Count each Referred Customer once, in the calendar year containing its Qualification Date, regardless of its registration year or payment date. If multiple customers qualify on the same date, order them by Registration Date and time. The count resets on January 1. Count all qualified referrals under this Agreement across Schedule A versions; each referral's fee amounts and tier threshold remain governed by its own applicable version. A later reversal does not retroactively reprice other earned fees or reduce the count, except that fraudulent or duplicate referrals never count.

Example. A subscription beginning January 15 with one free monthly period and two paid periods can qualify no earlier than April 15, assuming all other requirements are met. Payment is due by May 30, subject to Section 4.4 and mandatory law. Annual prepayment does not accelerate the required service periods.

Version and changes. This Schedule A takes effect on 2026-11-17. Later versions must state their effective date and comply with Section 4.8. Complete the first-page details and verify the submission URL before execution.

Schedule B Referral registration

Complete and submit through the Schedule A registration method. This form records a referral; it does not itself establish acceptance or change the Agreement.

Partner legal name: _____

Partner contact email: _____

Prospect legal business name: _____

Prospect website or other business identifier: _____

Prospect contact name and title: _____

Prospect business contact email and phone: _____

Trade and approximate number of seats: _____

Relationship to Prospect and any ownership, employment, advisory, procurement, or fiduciary conflict: _____

Consent date and method; evidence that the contact agreed to sharing and introduction:

_____

Preferred next step, such as introduction email, joint call, or direct contact:

_____

Submission certification. By submitting, Partner confirms that the information is accurate to its knowledge, the required contact permission has been obtained, and any required employer or client approval has been secured. Submission does not authorize marketing beyond the permission obtained.

Portrex use only. Registration time, acceptance status, acceptance date, and record ID:

_____