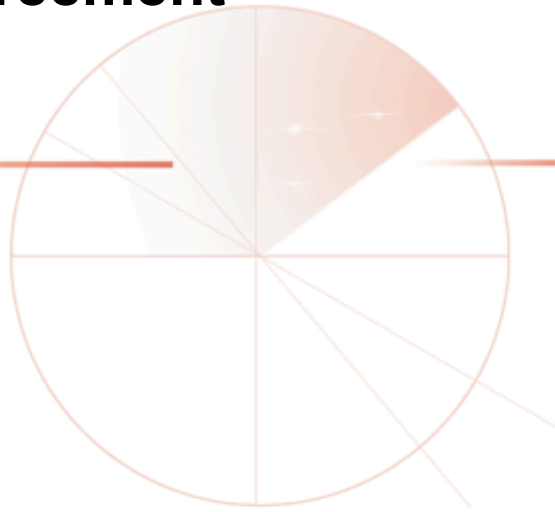




CERTIK

**Certified Kernel Tech LLC
Referral Agreement**



This Referral Agreement (“**Agreement**”) is made by and between DECENTIS LIMITED (“**Referrer**”) with its principal place of business at 1000 Northwest Street Mid-Town Brandy Wine, Wilmington, DE 19801, and Certified Kernel Tech LLC (“**CertiK**”) with its principal place of business at 1001 Ave of the Americas, Suite 1801, New York, NY 10018, on 04/20/2026 (“**Effective Date**”). Referrer and CertiK may be referred to individually as “**Party**” and jointly as “**Parties**”.

WITNESSETH:

WHEREAS, CertiK is in the business of providing smart contract assessment and related services (the “**Services**”); and

WHEREAS, CertiK wishes to engage Referrer to introduce to CertiK any potential sales leads for the Services (“**Clients**”), and Referrer wishes to accept such engagement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Referral of Clients.

- 1) CertiK hereby engages Referrer, and Referrer hereby accepts such engagement, to act as CertiK’s non-exclusive finder with respect to sales of Services to Clients during the Term, solely in accordance with the terms and conditions of this Agreement. CertiK may in its sole discretion engage any other person or company to sell the Services.
- 2) Referrer shall introduce CertiK to Clients, and perform such other responsibilities as reasonably directed by CertiK, but, unless as otherwise agreed to by CertiK, shall not participate in any business meetings or negotiations nor have authority to offer or provide the Services to any Client.
- 3) The prices, terms and conditions under which CertiK shall offer or provide any Services shall be determined by CertiK in its sole discretion. CertiK shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or provision of Services. Nothing in this Agreement shall obligate CertiK to actually offer or provide any Services or consummate any transaction with any Client. CertiK may terminate any negotiations or discussions at any time and has the right not to proceed with any Services without any liability or obligation to pay compensation to Referrer under Section 2 or any other provisions hereof.
- 4) Referrer represents and warrants to, and covenants with, CertiK that: Such Referrer is in compliance with the regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), (ii) such Referrer, its parents, subsidiaries, affiliated companies, officers, directors, partners, stockholders, owners, employees, and agents, as applicable, are not the subject or the target of any sanctions administered by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury of the United Kingdom, or other relevant sanctions authority;(iii) the funds to be received by Referrer will not be used in any manner in contravention of all applicable anti-money laundering laws and

regulations; (iv) Referrer is in compliance in all material respects with applicable anti money laundering laws and regulations; and (v) Referrer shall promptly provide all documents requested by CertiK for the purpose of complying with all applicable anti-money laundering laws and regulations.

5) Referrer shall defend, indemnify and hold harmless CertiK, and any of its directors, officers, members or shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, arising out or resulting from any claim of a third party related to Referrer's obligations under this Agreement.

2. Referral Fee. In consideration for the services rendered by Referrer hereunder, CertiK shall pay Referrer a referral fee ("**Referral Fee**"), if any, for (i) each consecutive one-month period following the Conclusion (as defined below) of the Service Agreement with a Client referred by Referrer (each such one-month period, a "**Payment Period**"); provided that a Payment Period shall terminate on the date on which this Agreement is earlier terminated pursuant to Section 7 hereof. With respect to each Services Agreement entered into between CertiK and a Client referred to by Referrer, Referrer will receive a commission equal to 10% of the aggregate amount of all Services Agreement Payments (as defined below) received by CertiK for all such Agreements.

As used herein, (i) a "**Services Agreement**" shall mean each agreement that CertiK enters into with a Client hereto for which CertiK hereby retains Referrer for its services pursuant to the terms and conditions of this Agreement, provided that, with respect any Client, only the first Service Agreement between CertiK and such Client shall be deemed a Services Agreement; and (ii) "**Concluded**" or "**Conclusion**" shall mean (i) the execution of a Services Agreement between CertiK and a Client referred by Referrer, and (ii) the actual receipt of all payments (minus any tax withholdings or payment and any expenses reductions before such payments being deposited in CertiK's accounts) under such Services Agreement by CertiK (such payments, "**Services Agreement Payments**").

For the avoidance doubt, (i) payments for each Payment Period will be calculated without reference to any other Payment Period, and (ii) with respect to any Services Agreement entered into during a Payment Period for which the Service Agreement Payment is received by CertiK during a subsequent Payment Period, such Services Agreement shall be deemed to have been Concluded during such subsequent Payment Period for the purpose of calculating the amount of Referral Fee pursuant to Section 2 above.

3. Payment. Referral Fee accrued during any Payment Period shall be paid to Referrer (i) within thirty (30) Business Days following the end of the Payment Period and (ii) in the same form as the fees for the Services Agreements are received by CertiK. In the event that payment in any Services Agreement is paid by USDC or other virtual currency, the Referral Fee will be paid in the same manner. "**Business Day**" means any day except Saturday, Sunday and any day on which banking institutions in New York, New York, generally are closed as a result of federal, state or local holiday.

4. Relationship of the Parties. Referrer enters into this Agreement as, and shall continue to be, an independent contractor of CertiK. This Agreement shall not be construed to create any association, partnership, joint venture,

employee or agency relationship between Referrer and CertiK for any purpose. Under no circumstances shall Referrer be entitled to any benefits accorded to CertiK's employees. Referrer has no authority (and shall not hold itself out as having authority) to bind CertiK and Referrer shall not make any agreements or representations on CertiK's behalf without CertiK's prior written consent. Referrer shall be responsible for, and shall indemnify CertiK against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Referrer in connection with the performance of Referrer's obligations hereunder shall be Referrer's employees or contractors and Referrer shall be fully responsible for them and indemnify CertiK against any claims made by or on behalf of any such employees or contractors.

5. Confidential Information. All non-public, confidential, or proprietary information of CertiK, including, but not limited to, codes, technology, trade secrets, know-how, business operations and plans, documents, data, client lists, pricing, discounts or rebates, disclosed by CertiK to Referrer in any form or medium (whether oral, written, electronic, or other) in connection with this Agreement, in each case whether or not marked, designated, or otherwise identified as "confidential", as well as the terms and conditions and the existence of this Agreement, and information with respect to which CertiK has contractual or other confidentiality obligations, is confidential ("Confidential Information"), solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by CertiK in writing. Upon CertiK's request, Referrer shall promptly return all documents and other materials received from CertiK. CertiK shall be entitled to injunctive relief for any violation of this Section 5. This section shall not apply to information that is: (a) in the public domain; (b) known to the Referrer at the time of disclosure; or (c) rightfully obtained by the Referrer on a non-confidential basis from a third party. Referrer agrees that at all times during or subsequent to term of this Agreement, Referrer will keep confidential and not divulge, communicate, or use Confidential Information. Referrer further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Confidential Information from CertiK.

If Referrer is legally compelled to disclose any Confidential Information (whether pursuant to a subpoena, court order, civil investigative demand or similar judicial process or similar request pursuant to legal process or otherwise), Referrer shall, to the extent permitted by applicable law, use its reasonable efforts to notify CertiK as soon as may be practicable so that CertiK may have an opportunity to seek, at its own expense, an appropriate protective order or other assurance that confidential treatment will be accorded to designated portions of the Confidential Information.

6. Publicity and Announcement. Referrer shall not (orally or in writing) publicly disclose or issue any press or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of CertiK, except to the extent that Referrer is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.

7. Term and Termination. This Agreement shall be in effect from the date of execution by both Parties until terminated by either Party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either Party at any time, with or without cause, and for any reason, after giving the other Party a thirty (30) days prior written notice.

8. Survival. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 10, 11, and 13 shall survive the termination of this Agreement.

9. Documented Processes. A Prospect Information Sheet (a sample of which is attached to this Agreement as Exhibit A) shall be required to be transferred from Referrer to CertiK at any time before or within twenty (20) calendar days after such introduction is made. If CertiK has a previous relationship with the Client then CertiK shall denote such prior relationship appropriately without divulging confidential information, showing that CertiK engaged or established contact with the Client prior to the referral by Referrer, and shall return the Prospect Information Sheet within twenty (20) calendar days marked as denied.

10. Limitations on Payment. In the following instances, CertiK shall owe no obligations to Referrer, including, without limitation, the obligation to pay any Referral Fee, with respect to:

- 1) any Clients of CertiK that were/are obtained without the assistance of Referrer;
- 2) any agreements that CertiK enters into with a Client referred to CertiK by Referrer other than the Service Agreement (i.e., the first service agreement) that CertiK enters into such Client that was Concluded; and
- 3) any monies or amounts owed by Client to CertiK but which Client does not tender to CertiK or otherwise fails to perform its payment obligation.

In addition, CertiK shall not be obligated to pay any Referral Fee to Referrer if Referrer breaches any of its representations, warranties and covenants under Section 1(4).

11. Prorated Referral Fees. Should a Client not settle the full balance of payment under the Services Agreement, Referrer would receive a prorated Referral Fee from the amount that CertiK received.

12. Prior Engagement. In the event that any Client was referred to CertiK from more than one authorized referrer, CertiK will pay referral fee to the referrer who provided the earliest referral relative to the date the referred Client signs a Services Agreement with CertiK. CertiK shall note such accordingly upon denying the Prospect Information Sheet, and notify Referrer such prior relationship appropriately without divulging confidential information, with which CertiK previously engaged with the referred Client.

13. Governing Law and Disputes Resolution. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereunder shall be governed, construed and interpreted in accordance with the laws of New York, without giving effect to principles of conflicts of law. Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it, shall be determined by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. The seat of arbitration shall be New York City, New York. The Parties consent to the jurisdiction of the Supreme Court of the State of New York, and of the United States District Court for the Southern District of New York, for all purposes in connection with any such arbitration. The parties agree that any process or notice of motion or other application to either of such courts, and any paper in connection with any such

arbitration, may be served by certified mail, return receipt requested, or by personal service or in such other manner as may be permissible under the rules of the applicable court or arbitration tribunal; provided, that a reasonable time for appearance is allowed.

14. Assignment; Binding Effect. Referrer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of CertiK. Any purported assignment or delegation in violation of this Section shall be null and void. CertiK may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Referrer's prior written consent. This Agreement shall be binding upon, and inure to the benefit of each of the Parties and each of their respective successors, executors, heirs, representatives, administrators and permitted assigns.

15. No Third Party Beneficiary. The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16. Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties.

17. Entire Contract. This Agreement, including any amendments hereof, constitutes the entire understanding and Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous Agreement or understandings, inducements or conditions, express or implied, written or oral, between the Parties.

18. Amendment and Waivers. Any term or provision of this Agreement may be amended in writing signed by each Party, and the observance of any term of this Agreement may be waived only by a writing signed by the Party to be bound. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

19. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective when it is delivered by email to CertiK at legal@certik.com and to Referrer at justwork4ever@gmail.com. Any Party may change its address for such communications by giving notice to the other Party in conformity with this section.

20. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the Party's control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. The Party experiencing the difficulty shall strive to provide the other Party with prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement.

22. Electronic Signature. This Agreement may be signed electronically. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of 04/20/2026.

CERTIFIED KERNEL TECH LLC

By: Ronghui Gu

Ronghui Gu

Signature: _____

Title: CEO

Date: 04 / 22 / 2026

DECENTIS LIMITED

By: Viacheslav Tatarenko

Viacheslav Tatarenko

Signature: _____

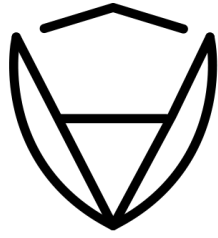
Title: Manager

Date: 04 / 22 / 2026

Exhibit A

Sample Prospect Information Sheet

Referrer Name	Client Name	Type of Services	Date of Introduction



CERTIK

CERTIFICATE *of* SIGNATURE

REF. NUMBER
VAJZN-PCWXX-VH3PV-C5SWU

DOCUMENT COMPLETED BY ALL PARTIES ON
22 APR 2026 14:30:39
UTC

SIGNER

VIACHESLAV TATARENKO

EMAIL
JUSTWORK4EVER@GMAIL.COM

TIMESTAMP

SENT
22 APR 2026 01:42:09
VIEWED
22 APR 2026 08:01:01
SIGNED
22 APR 2026 08:35:50

SIGNATURE

Viacheslav Tatarenko

IP ADDRESS
217.216.106.212

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 APR 2026 08:01:01

EMAIL
OPS@CERTIK.COM

SENT
22 APR 2026 01:42:09
VIEWED
22 APR 2026 14:30:29
SIGNED
22 APR 2026 14:30:39

Roughui Gu

IP ADDRESS
173.49.122.65
LOCATION
NEWARK, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 APR 2026 14:30:29

