

## REFERRAL AGREEMENT

This Referral Agreement (“Agreement”) is entered into as of 04 May 2026 (“Effective Date”) by and between:

**DECENTIS LIMITED** (“Referrer”) with its principal place of business at 1000 Northwest Street Mid-Town Brandy Wine, Wilmington, DE 19801,  
and

**PAYLECT LLC**, a a limited liability company incorporated under the laws of Saint Vincent and Grenadine the company number 3254 LLC 2023, with its registered office at Financial Services Centre, Stoney Ground, Kingstown, St. Vincent and the Grenadines (“Paylect”). Referrer and Paylect may be referred to individually as “Party” and jointly as “Parties”.

### **WITNESSETH:**

WHEREAS, Paylect is in the business of providing cryptoprocessing, virtual currency exchange and related services (the “Services”); and

WHEREAS, Paylect wishes to engage Referrer to introduce to Paylect 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. Paylect hereby engages Referrer, and Referrer hereby accepts such engagement, to act as Paylect’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. Paylect may in its sole discretion engage any other person or company to sell the Services.
2. Referrer shall introduce Paylect to Clients, and perform such other responsibilities as reasonably directed by Paylect, but, unless as otherwise agreed to by Paylect, 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 Paylect shall offer or provide any Services shall be determined by Paylect in its sole discretion. Paylect 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 Paylect to actually offer or provide any Services or consummate any transaction with any Client. Paylect 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, Paylect that:
  - (i) 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 Paylect for the purpose of complying with all applicable anti-money laundering laws and regulations.
5. Referrer shall defend, indemnify and hold harmless Paylect, 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, Paylect may pay Referrer a referral fee or other remuneration ("Referral Fee") in respect of Clients referred by Referrer, subject to the terms and conditions of this Agreement and the applicable addendum, referral schedule or other written agreement executed by the Parties in respect of the relevant Client or category of Clients.

The amount, percentage, calculation basis, payment period, payment currency, payment terms and any specific conditions applicable to the Referral Fee shall be agreed by the Parties separately in writing in the relevant addendum, referral schedule or other written agreement to this Agreement.

For the avoidance of doubt, unless the Parties have agreed the applicable Referral Fee in writing, Paylect shall have no obligation to pay any Referral Fee to Referrer in respect of any Client, transaction, revenue or Services.

Any Referral Fee shall be calculated only on the basis of amounts actually received and retained by Paylect from the relevant Client, after deduction of any taxes, refunds, chargebacks, reversals, rebates, discounts, blockchain or network fees, bank fees, payment provider fees, third-party costs, penalties, frozen or blocked amounts, and any other applicable deductions, unless otherwise expressly agreed by the Parties in writing.

Payment of any Referral Fee shall remain subject to successful completion of Paylect's internal compliance checks, including KYC/KYB, sanctions screening, AML/CTF review, and any other checks required under Paylect's internal policies or applicable law.

## **3. Payment.**

Any Referral Fee shall be paid in accordance with the payment terms, payment period, currency and payment method agreed by the Parties in the applicable addendum, referral schedule or other written agreement.

Unless otherwise expressly agreed in writing, Paylect shall pay any undisputed Referral Fee within thirty (30) Business Days after the end of the relevant payment period and after Paylect has actually received and retained the relevant amounts from the Client.

Paylect may withhold, suspend, set off or claw back any Referral Fee if the relevant Client, transaction or revenue is subject to refund, chargeback, reversal, dispute, fraud investigation, sanctions screening, AML/CTF review, regulatory inquiry, law enforcement request, blocked or frozen funds, or any breach of Paylect's internal policies or applicable law.

Any payment in virtual currency shall be subject to Paylect's prior approval, successful wallet screening and compliance checks. Referrer shall be solely responsible for providing a correct wallet address. Network fees may be deducted from the Referral Fee. Paylect shall not be liable for losses resulting from incorrect wallet details, blockchain delays, network failures or changes in the value of any virtual currency.

"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 Paylect. This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Referrer and Paylect for any purpose.

Under no circumstances shall Referrer be entitled to any benefits accorded to Paylect's employees. Referrer has no authority, and shall not hold itself out as having authority, to bind Paylect and Referrer shall not make any agreements or representations on Paylect's behalf without Paylect's prior written consent.

Referrer shall be responsible for, and shall indemnify Paylect 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 Paylect 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 Paylect, 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 Paylect 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 Paylect 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 Paylect in writing.

Upon Paylect's request, Referrer shall promptly return all documents and other materials received from Paylect. Paylect 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 Paylect.

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 Paylect as soon as may be practicable so that Paylect 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 Paylect, 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 Paylect at any time before or within twenty (20) calendar days after such introduction is made.

If Paylect has a previous relationship with the Client then Paylect shall denote such prior relationship appropriately without divulging confidential information, showing that Paylect 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, Paylect shall owe no obligations to Referrer, including, without limitation, the obligation to pay any Referral Fee, with respect to:

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

In addition, Paylect 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 Paylect received.

**12. Prior Engagement.**

In the event that any Client was referred to Paylect from more than one authorized referrer, Paylect will pay referral fee to the referrer who provided the earliest referral relative to the date the referred Client signs a Services Agreement with Paylect.

Paylect shall note such accordingly upon denying the Prospect Information Sheet, and notify Referrer such prior relationship appropriately without divulging confidential information, with which Paylect 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 Paylect. Any purported assignment or delegation in violation of this Section shall be null and void.

Paylect 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 Paylect at: [legal@paylect.com](mailto:legal@paylect.com) and to Referrer at: [justwork4ever@gmail.com](mailto: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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of **04.05.2026**


**PAYLECT LLC**

By: Shpylievoi Vladyslav

Signed by:  
  
Signature: \_\_\_\_\_  
3C073DB17A69428...  
Title: Director  
Date: 5/4/2026

**DECENTIS LIMITED**

By: Viacheslav Tatarenko

Подписант:  
  
Signature: \_\_\_\_\_  
26027322B8D649A...  
Title: Manager  
Date: 5/4/2026

**EXHIBIT A**

**Sample Prospect Information Sheet**

<b>Referrer Name</b>	<b>Client Name</b>	<b>Type of Services</b>	<b>Date of Introduction</b>