



Referral Partner Agreement

Referral Partner Information

Name: [XXXXX]

Contact: [XXXXXX]

Referral Partner Agreement

This Referral Agreement (“Agreement”), effective as of 24th January, 2023 is entered into by and between WOWS Global, a Singapore based entity with registration number 202135841G having its registered address at 68 Circular Road #02-01,049422, Singapore (the “Company” or “WOWS” or “WOWS Global”), and [XXXX], a [XXXX] national with passport number [XXXX] (“Referral Partner”).

WHEREAS, Referral Partner wishes to refer sales leads to WOWS, and WOWS wishes to compensate Referral Partner for certain sales leads that are accepted by WOWS and which result in revenue from new customers to the Company, pursuant to the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lead Referral and Acceptance.

1.1 Lead Referral. Referral Partner shall refer sales leads (“Proposed Leads”) to WOWS Global by submitting the required information through our referral submission form provided in Appendix A. Following submission of any Proposed Lead, Referral Partner may be asked by WOWS Global to supply additional information and/or assist WOWS Global in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

1.2 Lead Acceptance. Within a reasonable period of time following each referral of a Proposed Lead, WOWS Global shall review the Proposed Lead and provide Referral Partner with a notification of its acceptance, qualification or rejection of the Proposed Lead. WOWS Global will be under no obligation to accept any Proposed Lead and may reject or decline to accept any Proposed Lead for any commercially reasonable reason as determined WOWS Global in its discretion, including without limitation, that:

- (i) the Proposed Lead was an existing customer of WOWS Global at the time of the referral by Referral Partner;
- (ii) WOWS Global was already involved in discussions relating to the sale of a Platform subscription or other products or services to the Proposed Lead at the time of the referral to WOWS Global;
- (iii) the Proposed Lead had previously been referred to WOWS Global by Referral Partner or by any other third party;



- (iv) the Proposed Lead (a) does not meet WOWS Global's credit requirements, (b) is on a list of restricted or prohibited parties issued by the government of the Singapore or any other jurisdiction, or (c) is located in a country that is subject to a Singapore trade embargo or that is deemed a terrorist supporting country by the Singaporean Government; or
- (v) the Proposed Lead is located in an area in which WOWS Global has an exclusive arrangement for the sale of Platform or other services or which WOWS Global is otherwise prohibited by agreement or law from accepting.

2. Referral Fees.

2.1 Fees. A Referral Fee payment is available for each accepted Deal that results in revenue for WOWS Global as per the scheme outlined in Appendix A. When an Accepted Startup Referral generates revenue for WOWS Global within six(6) months or an Accepted Investor Referral generates revenue for WOWS Global within twelve(12) months of the Proposed Lead being Accepted by WOWS Global pursuant to Section 1.2, WOWS Global will pay to Referral Partner a Referral Fee as per Appendix A

2.3 Eligibility. Sales to existing customers are not eligible for referral fees hereunder and shall not be included in the calculation of Referral Fee.

2.4 Fee Payment. Upon WOWS Global's determination that an accepted Lead has resulted in a win and payment from the Proposed Lead has been received to WOWS, the Company will contact Referral Partner to request beneficiary account details to complete all applicable payments within thirty (30) working days.

2.5 Taxes. Referral Fees are paid in United States dollars and are subject to all applicable governmental regulations and rulings, including the withholding of any taxes required by law. Referral Partner is solely responsible for payment of any and all taxes imposed or incurred in connection with any Referral Fees described in Section 2.1 above. Referral Partner agrees to complete and provide any and all tax documentation reasonably requested by WOWS Global to comply with any tax reporting obligations of any jurisdiction.

3. Term and Termination; Post-termination Fees. This Agreement shall automatically terminate in the event that Referral Partner has not submitted a Proposed Lead for twelve (12) consecutive months. Either party may terminate this Agreement upon written notice to the other at any time, for any reason or no reason. Unless the termination is for breach, it will not affect WOWS Global's obligation to pay Referral Fees in connection with Accepted Leads that were accepted prior to the termination date.

4. Confidentiality. All non-public, confidential or proprietary information of WOWS Global, including, but not limited to, specifications, ideas or materials of a technical or creative nature, such as research and development results, designs and specifications, computer source and object code, patent applications, and other materials and concepts relating to the Platform, processes, technology or other intellectual property rights, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing,



discounts or rebates, disclosed by or on behalf of WOWS Global to Referral Partner, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement (collectively, "Proprietary Information") shall be confidential, used by Referral Partner for the sole purpose of performing Referral's Partners duties under this Agreement, and may not be disclosed or copied by Referral Partner unless authorized by WOWS Global in writing. All Proprietary Information is and shall remain the sole property of WOWS Global and shall be returned by Referral Partner to WOWS Global upon termination of this Agreement, or earlier, if requested by WOWS Global. Referral Partner acknowledges and agrees that any breach of this Section 5 by Referral Partner will cause irreparable and continuing harm to WOWS Global for which money damages would be insufficient, and WOWS Global shall be entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper without the necessity of proving damages or posting a bond. This section shall not apply to information that: (a) was in the public domain at or subsequent to the time the information was communicated to Referral Partner by WOWS Global through no fault of Referral Partner; (b) was rightfully in Referral Partner's possession free of any obligation of confidence at or subsequent to the time the information was communicated to Referral Partner by WOWS Global; or (c) was independently developed by Referral Partner without use of, or reference to, such information, as established by Referral Partner's written records. A disclosure of any information by Referral Partner (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be a breach of this Section 5 or a waiver of confidentiality for other purposes; provided, that Referral Partner provides prompt prior written notice thereof to WOWS Global to enable WOWS Global to seek a protective order or otherwise prevent the disclosure.

5. Intellectual Property.

5.1 Service Marks and Logos. Referral Partner shall not use (and has not used), directly or indirectly, in whole or in part, in connection with this Agreement or as part of its corporate, business or personal name, any signature, monogram, logo, trademark, service mark, or trade name (a "Mark") that is now or may hereafter be owned, licensed or used by WOWS Global (a WOWS Global Mark"), except in the manner and to the extent approved in advance in writing by WOWS Global, which such approval WOWS Global may withdraw at any time for any reason. Referral Partner shall discontinue any approved use of an WOWS Global Mark immediately upon termination or expiration of this Agreement, and thereafter shall not use any Mark which, in the reasonable judgment of WOWS Global, so nearly resembles any WOWS Global Mark that confusion or uncertainty by a third party may reasonably result therefrom. Referral Partner hereby expressly disclaims any and all right, title and interest in and to all WOWS Global Marks, whether or not used by Referral Partner. All uses of any WOWS Global Mark shall inure solely to the benefit of WOWS Global.

5.2 Platform Restrictions. All right, title and interest in and to the Platform and any copyright, trademark, trade secret, patent or other proprietary rights (collectively "Intellectual Property Rights") in the Platform shall be owned by WOWS Global. Referral Partner has no rights to



use the Platform, and has no rights to copy, modify, change, de-compile, disassemble, reverse compile or reverse engineer the Platform. Referral Partner agrees that that any suggestions, recommendations, ideas, work product or concepts provided by Referral Partner in connection with this Agreement, and any Intellectual Property Rights associated with the same shall be owned by WOWS Global, without any obligation by WOWS Global to compensate Referral Partner for the same. Referral Partner agrees to execute any and all documents necessary to perfect WOWS Global's ownership of the Intellectual Property Rights as set forth in this Section 5.2.

6. Representations and Warranties.

6.1 Each party hereto represents and warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such party's articles of incorporation, by-laws or other applicable organizational documents and procedures.

6.2 Each party further represents and warrants that the execution, delivery, and performance of this Agreement will not conflict with, result in a breach of, or cause a default under its articles of incorporation, by-laws, partnership or joint venture agreements, or any agreement or instrument to which it is a party or by which it or any of its property is bound, nor will it conflict with or violate any statute, law, rule, regulation, order, decree, or judgment of any court or governmental authority which is binding upon it or its property.

6.3 The individuals executing this Agreement further represent and warrant that they have the full power and authority to bind their respective entities to the terms hereof and have been duly authorized to do so in accordance with such entities' corporate or other organizational documents and procedures.

7. General.

7.1 Reserved Rights and General Disclaimer. WOWS Global reserves the right: (i) to solicit, contact, and engage any business client, whether or not referred by you and with no obligation to you whatsoever, so long as such business client does not constitute a Lead; and (ii) to engage with other client referral lead providers on a nonexclusive basis. To the maximum extent permitted by applicable law, WOWS Global reserves the right to change or cancel this program at any time, at its sole discretion. Participants agree to abide by these rules and by the decisions of WOWS Global, which are final, binding and non-appealable, on all matters. WOWS Global is not responsible for lost, misdirected or delayed referrals.

7.2 Disclaimer of Warranties; Limitation of Liability. Except to the extent expressly provided for in this agreement, wows global makes no representations or warranties under this agreement to referral partners or its leads and expressly disclaims and excludes all warranties, whether statutory, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Without limitation, wows global specifically disclaims any representation or warranty regarding: (i) the amount of revenue that referral partner may receive under or in connection with this agreement; and



(ii) any economic or other benefit that referral partner might obtain through its participation in this agreement. Wows global will not be liable for lost profits, lost revenue, lost business opportunities, or any other indirect, special, punitive, incidental or consequential damages arising out of or related to this agreement, regardless of the theory of liability (including negligence), even if it has been advised of the possibility of such damages.

7.3 Notices. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre- paid), certified or registered mail (in each case, return receipt requested, postage prepaid) or electronic mail (return receipt requested). A Notice is effective only (i) upon delivery and (ii) if the party giving the Notice has complied with the requirements of this Agreement.

7.4 Governing Law. If there is a dispute between Referral Partner and WOWS Global, it will be governed by the laws Singapore, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the courts of Singapore, in each case located in Singapore and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

7.5 Severability. If any provision of this Agreement is held by a court to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect its intentions, with all other provisions remaining in full force and effect.

7.6 Amendments; Waivers. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each party. A party's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless agreed to by that party in writing.

7.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

7.8 Assignment. Referral Partner may not assign any rights or obligations under this Agreement without WOWS Global's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

7.9 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.



7.10 Survival. All terms of this Agreement which by their nature extend beyond its expiration or termination, including without limitation, the Proprietary Rights provisions hereunder, shall survive the termination of this Agreement.

(remainder of page intentionally left blank)

Acceptance of Agreement

For and on behalf of WOWS Global Company Limited

Gagandeep Singh
Founder & Chief Executive Officer
WOWS Global

For and on behalf of [XXXXX]



Appendix A

Partner Referral Scheme: *(The following scheme is valid until December 31st, 2023)*

WOWS Invest Transactions: Primary & Secondary:

The investment partner receives 20% of WOWS transaction success fee revenue for all deals completed on the platform involving either a startup or an investor referred to WOWS by the investment partner. This success fee is only applicable for transactions that occur within the first 6 months from referral date for startup and within the first 12 months from referral date for investor. WOWS' transaction success fee is typically chargeable at 3% of the capital raise value. The minimum capital raise ticket size requirement is 25,000 USD. The average raise is 1,000,000 USD.

WOWS Equity Management: Cap Table & ESOP (inclusive of Stakeholder Dashboards)

For all referred leads that adopt WOWS Cap Table & ESOP, the referring investment partner is entitled to the first 1,000 USD generated in revenue within 12 months from customer onboarding. WOWS Equity management tools are chargeable at 5 USD /user starting the 11th user.

WOWS Advisory: Fundraising Retainer, Consulting Fees & ESOP Policy Setup:

The investment partner receives 20% commission of revenue generated through WOWS Advisory services from referred clients. WOWS Advisory pricing is bespoke and based on the needs of a prospective startup and is issued case by case by the WOWS Advisory team. This commission is only applicable for transactions that occur within the first six months from referral date of the startup and/or investor. Customarily customers pay between 1,500 USD and 5,000 USD for WOWS services depending on scope of work..

Referral Commission Scheme Rules



- The minimum payouts specifically for the equity management referral program will be deployed in tranches of 250 USD revenue generated or as per real monthly revenue generated, whichever is higher;
- Sales to existing WOWS customers will not be considered;
- Under no circumstances should any products or services not already approved for sale by WOWS be offered to prospects or be implied to be available now or in the future;
- Any opportunities created in WOWS internal CRM whereby WOWS has prospected and initiated conversations directly and without your involvement, will be excluded from this agreement;
- Investment Partners will receive their applicable payments from WOWS after WOWS has received the payable sum from the customer; and
- Payment is at the discretion of the management and the scheme is subject to continual review.
- Commissions and success fees are payable only after WOWS receives applicable payments from the customer.

Referral Process:

Referral Partners can access WOWS sales and marketing material at the [WOWS Referral Partner Hub](#). To submit a prospect/lead to the WOWS team, the Referral Partner is requested to complete this [form](#). Upon receiving the completed form, the WOWS BD team will contact the prospect/lead to initiate the sales process. The WOWS BD team will take full responsibility for all product demonstrations as well as follow-ups for all leads shared.

Commissions and success fees are payable only after WOWS receives applicable payments from the customer.