

**AscendTMS Referral Partner Program Agreement: v10FE-PC**

This is a Referral Partner Program Agreement (the “Agreement”) between \_\_\_\_\_, (“Partner”) and InMotion Global, Inc. (“AscendTMS”). Partner and AscendTMS are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” By participating in the AscendTMS Referral Partner Program (the “Referral Program”), Partner agrees to the terms of this Agreement.

If Partner is entering into this Agreement on behalf of a company or other legal entity, Partner represents that it has the authority to bind such entity and its affiliates to the terms of this Agreement, in which case the term “Partner” will refer to such entity and its affiliates.

If Partner does not have such authority, or if Partner does not agree to the terms below, AscendTMS does not allow Partner to participate in the Referral Program, and Partner should not agree to the terms of this Agreement.

This agreement shall be effective as of the date on which Partner and AscendTMS exchange signatures (the “Effective Date”). The agreement will end 1 year after the effective date and renew for subsequent 1 year terms, in perpetuity thereafter, unless cancelled in writing by either party within 30 days of natural contract expiration.

## **1 SCOPE OF AGREEMENT**

This Agreement sets forth the terms and conditions by which Partner and AscendTMS will work together to implement the Referral Partner Program, along with other terms and conditions defining the business relationship between Partner and AscendTMS. Partner may, but is not obligated to, refer third parties (each a “Client”) to AscendTMS for purposes of acquiring the AscendTMS software products (“Software”) and related subscription services (collectively the “Products”). Partner will be compensated for purchases by Clients as set forth in this Agreement.

## **2 APPOINTMENT AND AUTHORITY**

**2.1 Non-exclusivity.** This Agreement does not create an exclusive agreement between AscendTMS and Partner. Both AscendTMS and Partner have the right to recommend similar products and services to third parties and to work with other parties in connection with such products and services. In such capacity, Partner will have the right to promote and discuss with Clients those Products authorized in advance by AscendTMS in writing. AscendTMS will have the right to update such authorized Products upon written notice to Partner.

**2.2 Partner’s Authority.** AscendTMS grants Partner, subject to the limitations set forth in this Agreement, the authority to: (a) refer Clients to the Products; (b) share Clients and their contact information with AscendTMS for the purpose of AscendTMS soliciting orders for the Products; (c) provide descriptions and information about the Products to potential Clients in accordance

with the provisions of this Agreement; (d) demonstrate the Products, if applicable, in accordance with Section 3 of this Agreement; and (e) perform the tasks listed in Section 4 of this Agreement, or such other tasks as the Parties mutually agree upon. Partner shall not have the authority to make any commitments or agreements or to incur any liabilities whatsoever on behalf of AscendTMS, nor shall AscendTMS be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by Partner.

**2.3 Marketing Materials.** In conjunction with referring Clients to the AscendTMS Products, Partner shall have the authority to provide such Clients with a high-level product description, sales and marketing brochures, and other collateral material supplied to Partner by AscendTMS or specifically approved by AscendTMS in writing (the “Marketing Materials”). Partner shall have no right to make any changes, additions, or other modifications to such Marketing Materials.

**2.4 AscendTMS Trademarks.** AscendTMS grants Partner a nonexclusive, non-sublicensable, non-transferable, revocable, royalty-free, limited license to use the AscendTMS logos, trade names, trademarks, service marks, or similar identifying material solely in connection with its authorized activities under Section 2.2 of this Agreement and for no other purposes.

### **3 DEMONSTRATION OF SOFTWARE.**

Partner shall have the authority to provide demonstrations of the Products in accordance with this Section 3. Subject to the terms and conditions of this Agreement, AscendTMS hereby grants to Partner a nonexclusive, non-sublicensable, non-transferable, revocable, royalty-free, limited license to perform and display the Software, and any related Products, as authorized under this Agreement, solely for the purpose of demonstrating the Software, and any related Products, to potential Clients. Partner shall not use the Software, and any related Products, except as explicitly provided under this Section 3. Without limiting the foregoing, Partner shall not directly or indirectly use or otherwise exploit the AscendTMS Products, Marketing Materials or any other AscendTMS intellectual property under this Agreement for its own general internal use or for commercial exploitation. Partner shall not attempt to decipher, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to derive source code from any of the Software, and any related Products, or any part thereof. Except as expressly provided herein, Partner may not use, modify, reproduce, sublicense, distribute, or otherwise provide to third parties the Software, and any related Products, in whole or in part. Partner shall not remove, obscure, or alter any proprietary notices on the Marketing Materials, or Software, including, but not limited to, copyright notices, and shall not permit any third party to do so.

### **4 REFERRAL PROCEDURES**

**4.1 Referral Procedure and Partner Obligations.** In order for a referral to be considered under the Referral Program, Partner must provide all referrals with a dedicated and unique “promo code” that links the referral to you, the Partner, within AscendTMS’ internal systems. This unique and dedicated promo code will be provided to Partner within two business days of the receipt of this signed agreement.

All Partner web properties, marketing, or email campaigns controlled by Partner should use the unique promo code assigned to Partner so that all AscendTMS accounts are properly tagged to Partner correctly. The promo code is always unique to the Partner and is branded to the Partner accordingly.

**Please be sure to get your promo code from AscendTMS before your referral marketing and educational programs start. Your promo code is the key to accurate and timely payments for us.**

**4.2 Successful Referrals.** A “Successful Referral” occurs if: (i) AscendTMS enters into a paid subscription for the AscendTMS service (a “Paid AscendTMS Subscription”), to a Referred Client (each such definitive agreement a “Client Agreement”). Notwithstanding the foregoing or anything in Section 4.1 of this Agreement, a Referred Client shall not include any party: (a) for which Partner is already receiving or has already received compensation from AscendTMS through this Referral Program or any other AscendTMS program, or (b) who already has an account with AscendTMS, whether or not such party is already paying AscendTMS for such account. AscendTMS, in its sole and absolute discretion, determines whether and when a Successful Referral has occurred.

**4.3 No Guarantees.** Partner shall not make representations or guarantees concerning Products or accept the return of or make any allowance for such Products.

**4.4 Prohibited Activities and Anti-Spamming.** Partner agrees not to associate Marketing Materials or any part of the Products with content that is unlawful in any manner, or which is otherwise harmful, violent, discriminatory, or otherwise objectionable in AscendTMS’ sole discretion. Partner agrees not to send unsolicited electronic messages, email, junk mail, spam, or chain letters in promoting the AscendTMS Products, or otherwise to engage in any other form of communications prohibited by law in connection with activities contemplated under this Agreement. Partner further agrees not to engage in any misleading, deceptive, illegal or unethical marketing activities, or activities that otherwise may be detrimental to AscendTMS, AscendTMS’ customers or the public. Partner further agrees not to use any of the Products in violation of the AscendTMS Terms of Service located at AscendTMS.com other than as authorized in this Agreement.

## **5 OBLIGATIONS OF ASCENDTMS.**

**5.1 Marketing Information.** From time-to-time AscendTMS shall supply Partner with the Marketing Materials and any updates to the Marketing Materials to enable Partner to perform its duties and obligations under this Agreement.

**5.2 Demonstration.** Upon the request of Partner, and at a time mutually agreed upon by Partner and AscendTMS, AscendTMS shall provide an online demonstration of the Software to Partner personnel.

**5.3 Acceptance.** AscendTMS may, in its sole discretion, either accept or decline any Client or Referred Client referred by Partner.

**5.4 Quarterly Reports.** Upon request by the Partner, at the end of each fiscal quarter, AscendTMS will provide Partner a report of all Referrals that lead to a Client Agreement (each such report a “Quarterly Report”).

**5.5 Effect of this Section.** Nothing in this Section 5 shall affect the obligations set forth in Section 4 or the length of the 60 Day Referral Period.

## **6 PAYMENT TERMS.**

**6.1 Referral Fee.** Subject to the terms and conditions of this Agreement, for each Successful Referral AscendTMS shall pay Partner ten percent (10%) of the Clients total collected monthly user subscription fees for as long as they are a paying Client of AscendTMS (such payment to Partner is known as a “Referral Fee”).

**6.2 Payment Terms.** Each fiscal quarter, AscendTMS shall pay Partner any Referral Fees earned by Partner in accordance with the details set forth in the applicable Quarterly Report. AscendTMS shall pay any Referral Fees due under this Section 6 within forty-five (45) days of the end of a fiscal quarter. All Referral Fees shall be paid in US Dollars.

**6.3 Referral Fees And Minimum Payment.** AscendTMS will only pay to Partner any Referral Fees earned and owed when they are in excess of \$100 per month (\$300 per quarter) in total. If the total Referral Fees calculated for the payment period for Partner is less than \$300 for the quarter being paid, no payment will be due and no payment made.

**6.4 Additional Exceptions.** No Referral Fees shall be paid (a) if Partner provides to AscendTMS any incorrect or misleading information about the Client or Referred Client, (b) for any Client or Referred Client that is a then-current customer or was previously a customer of AscendTMS, (c) for the provision of any services or products other than the Paid AscendTMS per user Subscription, or (d) if the AscendTMS Client fails to pay InMotion Global, Inc. for their AscendTMS subscription fees via service cancellation or via payment default of any kind.

**6.5 Payment upon Termination.** Following termination of this Agreement, AscendTMS shall pay Partner any Referral Fees due under the terms of this Agreement with respect to any Referred Clients which partner has referred on or before the date on which this Agreement terminates. Except as provided in this Section 6.5, AscendTMS shall have no obligation to pay Referral Fees to Partner after the effective date of termination of this Agreement.

**6.6 Expenses.** Partner shall be responsible for all expenses incurred by it to refer Products, including, but not limited to: expenses incurred in fulfilling its duties and responsibilities under this Agreement; compensation, bonuses, and benefits, if any, for its personnel; costs and expenses associated with establishing and maintaining its sales organization and offices; advertising, Software (and any related Products) demonstration, and promotion expenses; and any and all taxes, fees, duties, tariffs, or charges which may be imposed on Partner under applicable law.

**6.7 Multiple Referrals.** Ordinarily, Referral Fees are paid to the Partner that submits the referral party first within the 60 Day Referral Period window. In the event that two or more authorized representatives of AscendTMS, for any reason whatsoever, claim a Referral Fee for the same Client, AscendTMS reserves the right to award the Referral Fee to one of the representatives or to divide the Referral Fee among the representatives in such proportions as AscendTMS shall determine to be equitable, and its decision to do so and the manner in which it does shall be final and binding on all parties involved. In no case shall the total amount of Referral Fees paid with regard to any such Client exceed the maximum Referral Fee that could be earned if only one representative were responsible for the Client.

**7 RELATIONSHIP OF THE PARTIES.** It is the intent of the Parties that the Partner act as an independent contractor, and neither Party to this Agreement has the authority to obligate or bind the other Party in any manner whatsoever. Nothing in this Agreement will operate to create a relationship of partners, principal and agent, joint ventures, or employer and employee. Each Party will be responsible for the acts, negligence and omissions of its employees, agents, servants and subcontractors.

**8 PROPRIETARY RIGHTS; OWNERSHIP.** As between the Parties, AscendTMS and its suppliers and affiliates will retain sole and exclusive right, title, and interest in AscendTMS' Confidential Information (defined in Section 12 below), Marketing Materials and Products, including all modifications to or derivative works of the foregoing and all intellectual property and proprietary rights incorporated into or related to the foregoing. Partner acquires only the right to use any Marketing Materials, Products and the AscendTMS Confidential information in accordance with the limited licenses and authorizations expressly granted in this Agreement. All rights not expressly licensed or authorized by AscendTMS under this Agreement are reserved. Partner acknowledges that the goodwill associated with Marketing Materials and Products belongs exclusively to AscendTMS and, upon request by AscendTMS, Partner will modify or cease its use of any Marketing Materials and Products. Partner will not take any action inconsistent with the terms and conditions of this Agreement. To the extent that Partner obtains any ownership interest in or to any derivative work or modification to the Marketing Materials and Products, Partner hereby assigns to AscendTMS all right, title, and interest in and to such derivative works and/or modifications. Partner hereby grants to AscendTMS a license to include Partner's trademarks and service marks on that portion of the AscendTMS website that references its partners. AscendTMS will only include Partner's trademarks and service marks on AscendTMS' website upon Partner's review and approval.

**9 PUBLICITY.** AscendTMS may issue press releases from time to time pertaining to the relationship created by the Parties hereunder and/or a particular Client. All content pertaining to such press releases is subject to Partner's review and approval, not to be unreasonably withheld.

## **10 INDEMNIFICATION**

**10.1** Partner agrees to indemnify, defend and hold harmless AscendTMS and its affiliates, directors, officers, employees, shareholders, partners and agents against any and all Claims (including attorneys' fees) incurred in connection with (a) Partner's activities under this Agreement, (b) any unauthorized guarantees or warranties regarding the Marketing Materials and Products, (c) any breach of this Agreement, (d) Partner's obligations under this Agreement, (e) any content that Partner provides to AscendTMS, (f) any activities expressly prohibited in this Agreement, or (g) any and all Claims arising from AscendTMS' payment of any Referral Fees under this Agreement, and Partner will pay any settlement or final award against AscendTMS based on the foregoing Claims.

**10.2 Procedure.** The Party seeking indemnity will give the indemnifying Party prompt notice of any Claim and provide reasonable assistance to the indemnifying Party in the defense of the Claim. With respect to any Claim, AscendTMS may choose, in its sole discretion, to assume control over any litigation or settlement for any Claim involving the Marketing Materials and Products. If AscendTMS decides to control or conduct any such defense, Partner agrees to cooperate with AscendTMS's requests in assisting AscendTMS's defense of such matters. Further, Partner will not discontinue or settle any claim in a manner that does not unconditionally release AscendTMS without AscendTMS' prior written consent.

**10.3 Infringement Claims.** In the case of any claims alleging infringement or misappropriation of any copyright, trademark, moral right, or trade secret with respect to the Marketing Materials or the Products, Partner agrees to promptly notify AscendTMS in writing following receipt of written notice of any such claim.

**10.4 Limitation of Liability for Infringement Claims.** Section 10 states Partner's sole and exclusive remedy, and AscendTMS' sole and exclusive liability, for any intellectual property infringement.

**11 DISCLAIMER OF WARRANTIES.** THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ASCENDTMS EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ASCENDTMS EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY CLIENT OR REFERRED CLIENT OR ANY OF THEIR AFFILIATES OR DRIVERS OR FLEET MANAGERS. AscendTMS makes no warranty that the Products will meet Partner's or any Client or Referred Client's requirements or be available on an uninterrupted, secure, or

error-free basis. AscendTMS makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any of the Products. Any warranties regarding the Products are made only to the Clients or Referred Clients who use the Products pursuant to the AscendTMS Terms of Service located at AscendTMS.com, and no such warranty is extended to Partner.

**12 LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND OTHER THAN AS PROVIDED IN THE INDEMNIFICATION OBLIGATIONS IN SECTION 10, IN NO EVENT SHALL ASCENDTMS OR ITS AFFILIATES BE LIABLE TO PARTNER, CLIENTS, REFERRED CLIENTS, OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY DIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, OR OTHER LOSSES ARISING OUT OF THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE OVERALL REFERRAL FEES THAT PARTNER HAS ACTUALLY EARNED FOR THE RELATED CLIENT AGREEMENT GIVING RISE TO SUCH CLAIM, DEMAND, SUIT, CAUSE OF ACTION, OR OTHER LOSSES.

**13 NON-DISPARAGEMENT.** During the Term and for five (5) years thereafter, the Parties agree that neither Party will disparage the other Party or any of its officers, directors or employees or otherwise take any action that could reasonably be expected to adversely affect such Party's reputation. For purposes of this Agreement, "disparage" shall mean any negative statement, whether written or oral, about a Party or any its officers, directors or employees. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Parties refusing to enter into this Agreement.

**14 CONFIDENTIALITY.** The terms of this section 14 shall supersede any separate confidentiality or non-disclosure agreement between the Parties.

**14.1 Definition.** A Party (the "Disclosing Party") may disclose certain non-public information that pertains to such Party's business, including, without limitation, all product roadmaps, performance results, and technical, marketing, financial, employee and personnel, planning, pricing, and other confidential or proprietary information or any information marked as "confidential," "proprietary," or similar language or orally so designated ("Confidential Information"). Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "Receiving Party") knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party, even if not designated or marked as such. "Confidential Information" does not include any information which the Receiving Party can demonstrate (a) was, at the time of disclosure to it, in the public domain; (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the Receiving Party; (c) was rightfully in the possession of the Receiving Party at the time of disclosure to it without any obligations to

restrict its further disclosure; (d) was independently developed solely by the employees of the Receiving Party without reference to the Confidential Information of the Disclosing Party; or (e) is divulged pursuant to any legal proceeding or as otherwise required by law, subject to the receiving party giving all reasonable prior written notice to the Disclosing Party to allow it to seek protective or other court orders and provided that the Receiving Party uses best efforts to make such disclosure under conditions of confidentiality prior to disclosure.

**14.2 Protection.** The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with the same degree of protection the Receiving Party uses to protect its own Confidential Information, but no less than reasonable care. The Receiving Party will use the Confidential Information of the Disclosing Party only as expressly permitted by this Agreement to exercise rights and perform obligations under this Agreement or any addenda. Confidential Information of the Disclosing Party will be disclosed only to those employees, contractors or agents of the Receiving Party with a need to know such information and who are bound in writing by confidentiality terms no less restrictive than those contained in this Agreement or bound by ethical requirements of their profession to keep such Confidential Information confidential. Notwithstanding anything contained in this Agreement, Partner shall not disclose, or cause to be disclosed, any Confidential information to any other party that is a competitor of AscendTMS or that provides TMS Software or similar devices.

**14.3 Notice to the Disclosing Party.** The Receiving Party must notify the Disclosing Party immediately upon discovery or learning of any loss or inability to account for Confidential Information, as well as any actual or threatened misappropriation or misuse of the Confidential Information. The Receiving Party will cooperate with the Disclosing Party to minimize the effects of any such event and damage resulting from such event.

**15 TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party in writing.

## **16 DISPUTE RESOLUTION**

**16.1 Informal Dispute Resolution.** Except with respect to Claims listed in Section 16.5, below, Partner and AscendTMS agree to attempt to resolve any disputes informally before initiating any arbitration or other formal proceedings, and neither Party may start an arbitration or other formal proceeding for at least thirty (30) days after the initiating Party contacts the other Party regarding any dispute ("Informal Negotiation Period").

**16.2 Agreement to Arbitrate.** If such dispute is not resolved within the Informal Negotiation Period, Partner or AscendTMS may initiate a formal arbitration proceeding in accordance with the terms in this Section 16. Except with respect to Claims listed in Section 16.5, below, Partner and AscendTMS agree to resolve any Claims relating to or arising from the Services or this Agreement through final and binding arbitration in accordance with the terms in this Section 16.



**16.3 Arbitration Notice.** If either Partner or AscendTMS chooses to start an arbitration proceeding, the Party initiating the proceeding will send a notice of its Claim ("Arbitration Notice") to the other Party in accordance with Section 17.5 of this Agreement.

**16.4 Arbitration Procedures.** Any arbitration proceedings between Partner and AscendTMS will be conducted under the commercial rules then in effect for the American Arbitration Association, except with respect to any specific rules and procedures explicitly discussed in this Section 16.4. The award rendered by the arbitrator(s) shall include costs of arbitration, reasonable costs of expert and other witness and reasonable attorneys' fees.

**16.5 Exceptions.** Notwithstanding the foregoing, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either lawsuits solely for injunctive relief to stop unauthorized use of the Products or Marketing Materials or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of the Marketing Materials, Products or AscendTMS' Confidential Information.

## **17 GENERAL**

**17.1 Entire Agreement.** This Agreement contains the entire and exclusive understanding and agreement between AscendTMS and Partner with respect to the subject matter of this Agreement, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between AscendTMS and Partner regarding the subject matter of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

**17.2 Assignment.** Either Party may assign or transfer this Agreement, so long as such assignment is in whole and not in part, provided, however, that Partner may not assign or transfer this Agreement, or any part of this Agreement, by operation of law or otherwise to a competitor of AscendTMS without AscendTMS' prior written consent. Any attempt by Partner to assign or transfer this Agreement, or any part of this Agreement to a competitor of AscendTMS, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

**17.3 Governing Law.** This Agreement and the relationship between Partner and AscendTMS shall be governed by the laws of the State of Florida.

**17.4 Consent to Jurisdiction.** Partner and AscendTMS hereby irrevocably consent and agree that any legal actions or proceedings brought under this Agreement or actions or proceedings brought to enforce any arbitration award shall be brought in the United States or Florida State Courts located in Tampa, FL.

**17.5 Notices.** All notices or approvals required or authorized to be given under this Agreement or any other communications shall be in writing (unless otherwise provided) and shall be

delivered by email, facsimile or served personally by a reputable courier service or the U.S. Postal Service. All Arbitration Notices must be sent in writing and served personally by a reputable courier service or by the U.S. Postal Service as well as in writing by email or facsimile.

**17.6 Waiver and Severability.** AscendTMS' failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of AscendTMS. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under these this Agreement will be without prejudice to its other remedies under these this Agreement or otherwise. If any of this Agreement is unenforceable, it will not affect the enforceability of the rest of this Agreement.

**17.7 No Rights in Third Parties.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other person or entity.

**17.8 Amendments.** This Agreement may be modified or amended only by an instrument in writing signed by the Parties.

**17.9 Survival.** Termination of this Agreement for any reason shall not affect obligations that have accrued as of the date of termination. Any part of this Agreement which by their nature are to survive or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination. Sections 4.4, 6.4, 8, 9, 10, 11, 16 and 17 expressly shall survive termination or expiration of the Agreement; otherwise, all rights and obligations of the Parties under this Agreement shall terminate upon any such termination or expiration.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of [insert date / Effective Date] \_\_\_\_\_.

For "**AscendTMS**"

InMotion Global, INC., a Florida Corporation

By:



Name: Tim Higham

Title: President and CEO

**"Partner"**

\_\_\_\_\_  
(name)

A \_\_\_\_\_ Company / Individual  
(state which)

By: (sign) \_\_\_\_\_

Name: (print) \_\_\_\_\_

Title: (print) \_\_\_\_\_

**INSTRUCTIONS:** Scan this completed and signed agreement and email it to [NewAccounts@InMotionGlobal.com](mailto:NewAccounts@InMotionGlobal.com). Make sure the first and last pages are completed. Once your signed copy is received here, we will provide you with your unique promo code to use with your referrals. You can then begin referring your carriers, brokers, and shippers – and tell the world about the amazing benefits of AscendTMS so they are credited to you for payment. You can use social media, email marketing, one-on-one meetings, or any other method to getting the word out about AscendTMS. **We'll automatically pay you for all of your eligible referrals.** Click [HERE](#) to get your "Getting Started" guide.