

REFERRAL AGREEMENT

(Version 2.12.26)

This Referral Agreement (the “**Agreement**”) sets forth the terms and conditions governing participation in the KLEENUP Referral Program. The Agreement is entered into by and between KLEENUP INC, a Delaware corporation (“**KLEENUP**”), and the individual or entity accepting this Agreement as the referral partner (the “**Referral Partner**”). This Agreement shall become effective only upon the Referral Partner’s electronic acceptance and KLEENUP’s confirmation of acceptance by email, activation of the Referral Partner’s account or other means of electronic acceptance.

Each of KLEENUP and the Referral Partner may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Under this Agreement, Referral Partner is authorized to introduce and/or refer qualified new customers (each a “**Prospect**”) to KLEENUP for the purpose of using the KLEENUP application to place cleaning service orders with each introduction being a “**Referral**.” In consideration for each Referral, KLEENUP agrees to pay the Referral Partner a referral fee subject to the terms set forth herein (the “**Compensation**”).

NOW THEREFORE, the Parties agree as follows:

1. Integration of Preamble and Exhibits

The preamble to this Agreement and any exhibits to this Agreement constitute integral part hereof and shall be read in conjunction with its other provisions.

2. Referral-Related Activities

2.1 Approval of Referral Partner: After execution of this Agreement by the Referral Partner, KLEENUP shall review the Referral Partner’s application to participate in the KLEENUP Referral Program. Participation in the Referral Program, including submission of referrals and eligibility for compensation, is subject to KLEENUP’s approval of the Referral Partner in its sole discretion.

Approval shall be effective only upon KLEENUP’s written or electronic confirmation to the Referral Partner, which be provided by email, activation of the Referral Partner’s account, or other electronic notice (each, an “**Approval**”).

The Referral Partner shall not submit referrals, introduce prospects, or be eligible for any compensation unless and until Approval has been granted. KLEENUP shall have no obligation to approve any Referral Partner.

2.2 Referral Activities: The Referral Partner is not obligated to actively market or promote KLEENUP's platform, website, services and mobile application (the "**Platform**"). However, the Referral Partner may, in the ordinary course of its business activities, identify and refer qualified Prospects to KLEENUP who may benefit from using the Platform to place cleaning service orders.

Notwithstanding anything in this Agreement to the contrary, the Parties agree to the terms outlined in Exhibit B to this agreement. In the event that the terms outlined in Exhibit B conflicts with the other terms of the Agreement, then the terms in Exhibit B shall prevail.

2.3 Conduct and Representations: The Referral Partner agrees to: (i) conduct its business in a manner that consistently upholds and reflects positively on the Platform, as well as the reputation, goodwill, and brand image of KLEENUP; (ii) avoid any deceptive, misleading, illegal, or unethical practices that could harm the reputation of KLEENUP, the Platform, or its users, including but not limited to, making disparaging remarks about KLEENUP or its services or the Platform; (iii) refrain from making any false or misleading statements regarding the Platform or its features; (iv) not publish, distribute, or use any promotional or advertising material that implies official representation or endorsement by KLEENUP, unless expressly authorized in writing; *and* (v) avoid making any claims, promises, or warranties regarding the Platform or KLEENUP's services that conflict with the official materials or disclaimers provided by KLEENUP.

Nothing in this Agreement shall be construed to create a joint venture, employment relationship, or partnership between the Parties.

3. Referral Eligibility

For any Referral, determination of eligibility for Compensation (each a "**Referral Right**") will be subject to the following requirements:

1. Either:
 - a. The Referral Partner must submit via email directed to the KLEENUP contact designated in Exhibit B hereto the Prospects' information to KLEENUP using a form substantially similar to the Prospect Registration Form attached hereto as Exhibit A hereto (the "**Form**");
 - b. KLEENUP must acknowledge receipt of the Form and acceptance of the Referral and each of the Prospects therein via email to the Referral Partner (each an "**Acceptance**"), which Acceptance should be at the sole discretion of KLEENUP; and

- c. Regardless of the issuance of Acceptance, for a Referral to be subject to compensation under this agreement, the Referral Partner must (i) facilitate a meaningful introduction between the Prospects (or their decision-makers) and KLEENUP, reasonably detailing the attributes of the Platform and the values to the Prospect of using the Platform and the determination (each an “**Introduction**”), with the validity of such introduction being at the sole discretion of KLEENUP.
- 2. Or:
 - a. The Referral Partner must use an electronic link provided by KLEENUP to direct Prospects to a portal where Prospects can download the KLEENUP mobile platform or place orders (the “**Electronic Link**”).
 - b. KLEENUP must agree that the Prospects directed through the Electronic Link is a valid Referral, which acceptance shall be at the sole discretion of KLEENUP and shall take the form of a notification email to the Referral Partner, constituting an Acceptance; and
 - c. Regardless of the issuance of Acceptance, for a Referral to be subject to compensation under this agreement, the Referral Partner must have (i) facilitated a meaningful introduction between the Prospects (or their decision-makers) and KLEENUP, reasonably detailing the attributes of the Platform and the values to the Prospect of using the Platform, constituting an Introduction, with the validity of such Introduction being at the sole discretion of KLEENUP.
- 3. For Prospects, upon Acceptance and Introduction, the Prospect must register with the Platform and complete a qualifying transaction by placing a paid cleaning order through the Platform within one (1) calendar month of the date of Acceptance (each a “**Referral Rights Commencement Date**”).

Acceptance and determination of the validity of an Introduction is at the sole discretion of KLEENUP and will be subject to, among other factors, determination by KLEENUP that the Prospects in question (i) has not been registered users with KLEENUP in the preceding eighteen (18) calendar months; (ii) is, in KLEENUP's sole discretion, suitable users of the Platform; (iii) is, in KLEENUP's sole discretion, desirable users of the Platform *and* (iv) are not subject to another referral agreement, including, but not limited to master referral agreements with retail businesses that carve out certain consumers as prospective KLEENUP users.

If KLEENUP decides to not provide for Acceptance for a given Referral for whatever reason, it will use reasonable commercial efforts to provide the Referral Partner with written notice of such decision. However, the Referral Partner agrees that KLEENUP shall not be obligated to provide such information and surrender all rights that may originate with KLEENUP's failure to provide Referral Partner with such notice.

Regardless of anything in this Agreement to the contrary, a Referral Right will expire no later than eighteen calendar months after the associated Referral Rights Commencement Date. If, at any point in time, any Prospect underlying a Referral Right does not place one or more Service Orders using the platform for a period of thirty (30) calendar days, the associated Referral Right will immediately expire.

Each Referral Right is associated with Prospects' user ids on the Platform. If, for any reason, such user ids are terminated or suspended, the associated Referral Rights will immediately expire.

KLEENUP understands and acknowledges that it may be difficult for Referral Agent to collect all information itemized in the Form and agrees that, from time to time, some parts of the information may be missing. KLEENUP has the unlimited right to, in its sole opinion and at any time and without consultation with Referral Agent, determine whether such missing information causes a Referral Right to be denied.

4. Compensation

Compensation will be computed on the basis of consummated service orders between a Prospect and a third party user entered into on the Platform (each a “**Service Order**”) in accordance with Exhibit B hereto and such Compensation will be paid by KLEENUP to the Referral Partner monthly, within fifteen (15) calendar days following the end of the calendar month in which the Service Order payment settles.

The Referral Partner shall provide complete payment information only upon request by KLEENUP. KLEENUP collects payment information only after the Referral Partner has generated at least one eligible referral. KLEENUP shall have no obligation to collect or maintain payment information unless and until compensation becomes payable.

For the avoidance of doubt only, a Service Order typically settles within fifteen (15) calendar days after the effective date of the execution of such Service Order, but, subject to circumstances outside KLEENUP’s reasonable control, including, but not limited to disputes related to the Service Order and payment processing delays, the settlement period can be substantially longer.

In the event that the aggregated Compensation for a given month is less than United-States-dollars-fifty-and-no-cents (\$50), the payment of such Compensation may, at KLEENUP’s sole discretion, be deferred for up to two (2) months or the first month where the aggregate Compensation for such month exceeds United-States-dollars-fifty-and-no-cents (\$50), whichever is earlier (the “**Size Requirement**”).

UPON ACCEPTANCE AND SUBJECT TO AN INTRODUCTION HAVING BEEN MADE, KLEENUP WILL USE COMMERCIALY REASONABLE COMMERCIAL EFFORTS TO CONNECT THE INFORMATION ABOUT USERS REGISTERED ON THE PLATFORM WITH INFORMATION ABOUT THE REFERRAL RIGHTS. REFERRAL PARTNER UNDERSTANDS AND ACKNOWLEDGES THAT IT MAY NOT BE POSSIBLE FOR KLEENUP TO MAKE SUCH CONNECTIONS ACCURATELY OR AT ALL AND AGREES TO MAKE NO CLAIMS AGAINST KLEENUP FOR FAILING TO MAKE SUCH CONNECTION, SUBJECT TO KLEENUP HAVING USED REASONABLE COMMERCIAL EFFORTS TO DO SO.

KLEENUP shall, upon written request by a Referral Partner, specifying a time period, provide a report detailing the calculation of Compensation paid for such time period.

Any Compensation paid to the Referral Partner on the basis of Service Orders that are later refunded, reversed, or remain unpaid after thirty (30) calendar days will be deducted from future Compensation calculations, potentially resulting in reduced Compensation payments.

At any time during the term of the Referral Right, KLEENUP may, at its sole discretion, buy out the Referral Right (a “**Buy-out**”) for a one-time payment equal to the lesser of (i) one-hundred-and-twenty-five-percent (125%) of the Compensation paid to the Referral Partner under the the Referral Right until the effective date of the Buy-out or (ii) united-states-dollars-two-hundred-and-fifty-and-no-cents (\$250). Such Buy-out shall fully and finally extinguish any further obligation of KLEENUP to pay Compensation for the Referral Right.

5. Non-Exclusivity

Nothing in this Agreement shall restrict KLEENUP’s right to market its Platform independently or to enter into referral or marketing agreements with other partners or agents, globally or regionally.

6. Term and Termination

6.1 Term: Unless terminated earlier in accordance with this Section 6, this Agreement will remain in effect for an initial term of one (1) calendar year from the Effective Date, at which point in time the Agreement will automatically terminate.

6.2 Termination: Either Party may terminate this Agreement immediately for any reason, including no reason.

6.3 Effect of Termination: Upon termination of this Agreement: (i) all rights and privileges granted to Referral Partner under this Agreement shall immediately cease; (ii) Referral Partner shall discontinue all representations suggesting a relationship with KLEENUP, including removing any promotional references to the Platform and KLEENUP’s services; (iii) Referral Partner shall promptly return or destroy all Confidential Information, marketing materials, and other content provided by KLEENUP, in any format, and cease use of any trademarks, service marks, or branding associated with KLEENUP; (iv) Referral Partner shall refrain from taking any actions that may harm the reputation or goodwill of KLEENUP or its services; *and* (v) the provisions of Sections 4 (Compensation), 5 (Non-Exclusivity), 8 (Confidentiality), 9 (Use of Trademark), 12 (Limited Liability) and 13 (General Provisions) shall survive termination; and (vi) the confidentiality obligations in Section 8 shall remain in effect for two (2) years following the termination date.

For the avoidance of doubt, Compensation earned by Referral Partner prior to the termination of this Agreement shall remain payable in accordance with the terms set forth herein, and KLEENUP's obligation to make such payments shall survive the termination of this Agreement.

7. Taxes

Referral Partner shall be solely responsible for the payment of all applicable taxes, levies, duties, and governmental charges arising from or related to any Compensation paid under this Agreement. Each Party agrees that it shall comply with its respective tax obligations as required by law.

Referral Partner agrees to indemnify, defend, and hold harmless KLEENUP from and against any and all claims, liabilities, penalties, or interest assessed by any governmental authority in connection with taxes owed by Referral Partner related to the Compensation.

Referral Partner must provide a completed W9 form to KLEENUP, prior to any payment of Compensation being effectuated (the “**W9 Requirement**”).

8. Confidentiality

8.1 Definition of Confidential Information: For the purposes of this Section 8, KLEENUP shall be considered the “**Disclosing Party**,” and Referral Partner shall be considered the “**Receiving Party**.” The Parties acknowledge that, in the course of this Agreement, the Disclosing Party may disclose to the Receiving Party certain confidential and proprietary information. For purposes of this Agreement, “Confidential Information” includes, without limitation: business strategies, service plans, financial data, pricing structures, customer and prospect lists, operational procedures, marketing strategies, system architecture, mobile application source code or object code, product features, and any non-public technical, commercial, or business information—whether disclosed orally, visually, electronically, or in writing—that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure.

Confidential Information does not include information that: (i) was lawfully known to the Receiving Party without restriction prior to disclosure by the Disclosing Party, as evidenced by its contemporaneous records; (ii) becomes publicly available through no breach of this Agreement by the Receiving Party; or (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information (i) with the Disclosing Party’s prior written consent or (ii) as required by law, court order, or government regulation, provided that the Receiving Party gives prompt notice (where legally permissible) to the Disclosing Party and cooperates in any effort to obtain a protective order or other remedy.

The Parties agree that the terms and conditions of this Agreement themselves shall be considered Confidential Information of both Parties.

8.2 Confidentiality Obligations: The Referral Partner agrees to use KLEENUP's Confidential Information solely for the purpose of performing its obligations under this Agreement. The Referral Partner shall not disclose such information to any third party without KLEENUP's prior written consent, except to its employees, agents, or contractors who have a legitimate need to know and are bound by written confidentiality obligations no less protective than those contained herein.

The Referral Partner shall take reasonable precautions to protect the confidentiality of all such information, using at least the same degree of care as it uses to protect its own confidential or proprietary information of similar nature, but in no event less than a commercially reasonable standard of care.

9. Use of Trademark

KLEENUP shall be considered the owner of the trademarks, and Referral Partner shall be the authorized user solely for limited promotional purposes. The Referral Partner may use KLEENUP's trademarks, service marks, logos, and branding (collectively, the "**Trademarks**") solely for the limited purpose of promoting the Platform and related KLEENUP services in connection with its referral activities under this Agreement. All such use must comply with KLEENUP's brand guidelines and trademark usage policies, as provided or updated from time to time.

It is expressly understood and agreed that this Agreement does not grant the Referral Partner any ownership, title, or interest in KLEENUP's Trademarks or any other intellectual property rights. Any goodwill derived from such use shall inure solely to the benefit of KLEENUP.

10. Independent Contractor

The Parties agree that Referral Partner shall act as an independent contractor of KLEENUP and not as an employee, agent, joint venturer, or legal representative of KLEENUP.

Referral Partner shall not be deemed an employee of KLEENUP and shall not be eligible for any employee benefits offered by KLEENUP, including but not limited to health insurance, retirement plans, or paid leave. KLEENUP shall not withhold or deduct any federal, state, or local taxes, including income or employment taxes, on behalf of the Referral Partner. All such tax obligations shall be the sole responsibility of the Referral Partner.

Additionally, Referral Partner shall have no authority to bind KLEENUP to any contractual obligations, nor shall Referral Partner represent to any third party that it has such authority, except as expressly authorized in writing by KLEENUP.

11. No Conflicts

Referral Partner represents and warrants that its performance under this Agreement will not conflict with or violate any contractual, fiduciary, or other legal obligations owed to any third party, including but not limited to any current or former employer, client, or business partner. Referral Partner further agrees not to undertake any activity in connection with this Agreement that would result in a breach of such obligations.

During the term of this Agreement, Referral Partner shall promptly notify KLEENUP in writing if it begins offering referral or promotional services to any business that is a direct competitor of KLEENUP.

12. Limited Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The limitation in this provision 12 applies to all claims arising out of or relating to the subject matter of this Agreement, regardless of the cause of action or theory of liability.

13. General Provisions

13.1 Waiver: The failure or forbearance of either Party to enforce any right or claim under this Agreement shall not be deemed a waiver of such right or claim or any other right or claim under this Agreement. A waiver by either Party of any breach shall not operate or be construed as a waiver of any subsequent breach. Each Party acknowledges that it has had a full and fair opportunity to consult with independent legal counsel of its choosing regarding this Agreement and enters into this Agreement knowingly and voluntarily.

13.2 Force Majeure: Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, or failures of suppliers or carriers. If such force majeure conditions persist for more than thirty (30) consecutive days, either Party may terminate this Agreement in whole or in part by providing written notice to the other Party, and any prepaid but unearned compensation shall be refunded accordingly.

13.3 Severability: If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

13.4 Governing Law and Venue: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflict of laws rules. The Parties agree that any legal action (except as otherwise provided in Section 13.8) shall be brought in a court of competent jurisdiction in the State of Maryland.

13.5 Publicity: Referral Partner shall not issue any press release, public statement, or marketing material referring to this Agreement, any referral, or any associated customer transaction without the prior written consent of KLEENUP, which shall not be unreasonably withheld or delayed.

13.6 Equitable Relief: Each Party acknowledges that a breach of this Agreement by the other Party may result in irreparable harm for which monetary damages may be inadequate. Accordingly, each Party agrees that the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity.

13.7 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery by electronic means (including PDF, scanned copy, or e-signature compliant with the U.S. Federal E-SIGN Act of 2000) shall be valid and enforceable.

13.8 Arbitration: Except as necessary to seek preliminary injunctive relief to preserve the status quo or prevent irreparable harm, any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its then-current rules. The arbitration shall be conducted by a single arbitrator selected in accordance with AAA rules and shall occur in Montgomery County in the State of Maryland. The arbitrator’s decision shall be final and binding and may be entered in any court of competent jurisdiction. The prevailing Party shall be entitled to recover its reasonable legal fees and costs, including arbitration costs.

Parties agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative proceeding. The right to file or participate in a class action or seek relief on a class-wide basis is expressly waived. Parties agree that each party may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative action.

13.9 Assignment: Referral Partner may not assign or transfer its rights or obligations under this Agreement without the prior written consent of KLEENUP. Any unauthorized assignment by Referral Partner shall be null and void. KLEENUP may assign or transfer its rights or obligations under this Agreement without the consent of Referral Partner.

13.10 Entire Agreement: This Agreement, including all referenced exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, communications, and representations, whether oral or written. No modification or waiver of any provision shall be binding unless in writing and signed by both Parties.

13.11 Consent to Electronic Agreement: By checking the box “I Agree” and clicking “Submit Agreement,” the undersigned individual or authorized representative acknowledges that they have read and understood this Referral Agreement and electronically agrees to be bound by its terms.

EXHIBIT A

KLEENUP Prospect Registration Form

Referral Partner must complete and submit this form or a substantially similar form to register Prospects for Referral Rights eligibility, subject to the terms of the Agreement.

Full name	Telephone number	Email address	Date	Approximate area	Notes
<i>John Q. Sample</i>	<i>443-555-2023</i>	<i>unknown</i>	<i>5-2-2025</i>	<i>Ellicott City</i>	<i>Real estate agent</i>
<i>Jill S. Clair</i>	<i>443-555-2029</i>	<i>jilsclair@gmail.com</i>	<i>5-10-2025</i>	<i>Baltimore</i>	<i>House owner</i>
<i>Peter Patterson</i>	<i>Unknown</i>	<i>anton@hotmail.com</i>	<i>5-11-2025</i>	<i>Montgomery County</i>	<i>Airbnb owner</i>
<i>Hanne Arendt</i>	<i>240-555-0001</i>	<i>ha@hotmail.com</i>	<i>5-11-2025</i>	<i>Montgomery County, Bethesda</i>	

Note that the information entered above, in italics type, is for illustrative purposes only.

KLEENUP Designated Contact for Prospect Submissions

All KLEENUP Prospect Registration Forms must be submitted via email to onboarding@kleenup.com.

EXHIBIT B

Compensation Computation

Compensation under a Referral Right will be computed as outlined in the following.

- 50% (fifty percent) of Net Revenue from Service Order entered into by the Prospect associated with the Referral Right, which Service Order occurs from one (1) calendar months through six (6) calendar months after the Referral Rights Commencement Date;
- 25% (twenty five percent) of Net Revenue from Service Order entered into by the Prospect associated with the Referral Right, which Service Order occurs from seven (7) calendar months through twelve (12) calendar months after the Referral Rights Commencement Date; *and*
- 0% (zero percent) and \$0 thereafter.

Net Revenue means the gross service fees received by KLEENUP from the Service Order less applicable taxes, refunds, chargebacks, promotional discounts, processing fees, and any third-party platform fees. Gross service fees are typically 10% of the overall transaction fee of the Service Order, but may vary depending on the terms in effect at the time of the effective date of the performance of the Service Order.

KLEENUP may, in its sole discretion, increase the Compensation payable to the Referral Partner in connection with promotional campaigns, realtor programs, expos, marketing incentives, or similar initiatives, provided that any such adjustment results in a net increase to the total Compensation payable to the Referral Partner. Any increase shall be voluntary, non-recurring unless expressly stated otherwise, and shall not create any ongoing obligation or expectation of future increases.