

Bestpass Customer Referral Program Agreement  
June 30, 2023

This Agreement is by and among Bestpass, Inc. (“Bestpass”) and each Referring Customer<sup>1</sup> pertaining to the Bestpass Customer Referral Program.

By participating in the Bestpass Customer Referral Program, you acknowledge and agree that you are a Referring Customer and that you will have the rights and responsibilities of a Referring Customer under this Agreement and be bound by the terms and conditions of this Agreement.

By participating in the Bestpass Customer Referral Program, you are agreeing to the following:

1. Reward for Referrals

Bestpass will provide you with a Reward (as detailed in Exhibit A) for each Referred Customer<sup>2</sup> only after each Referred Customer (1) opens a Bestpass Account and (2) fully complies with Bestpass Account funding requirements. You acknowledge and agree that, notwithstanding anything else in this Agreement, you shall not be entitled to any Reward for a referral (i) unless and until the referral is accepted as a Referred Customer; and (ii) unless you and the Referred Customer each maintain your accounts in good standing up to, and including, the date of the Reward is not be provided; (iii) unless and until the Referred Customer remains a Bestpass customer for three (3) billing cycles; (iv) if Bestpass determines at its sole discretion that you have breached any term, condition, obligation, duty, representation or warranty in this Agreement; and (v) unless your referral is provided to Bestpass using the links Bestpass provides to you for referrals. Bestpass, at its sole discretion, may make available certain promotions with different rewards to other Bestpass customers or prospective customers.

2. Eligibility

Bestpass in its sole discretion may set and/or amend the eligibility criteria for participation in this Bestpass Customer Referral Agreement. This means that, if you do not meet the criteria determined by Bestpass, you may not be able to participate.

3. Compliance

In connection with your participation in the Bestpass Customer Referral Program, you acknowledge and agree to all of the restrictions listed below.

A. You agree that you will not “spam” anyone, or the general public, to join Bestpass either by mass emailing, purchase or place advertisements, use of automated systems, bots

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<sup>1</sup> *Referring Customer* means a customer of Bestpass who decides to make referrals to Bestpass. In addition, this agreement uses the terms “you,” “your” or “yours” to mean a Referring Customer. Any Reward earned under this Bestpass Customer Referral Program will be issued to and in the name of the Referring Customer.

<sup>2</sup> *Referred Customer* means a new customer referred by you to Bestpass who has entered into an agreement with Bestpass for Bestpass toll management services.

or automatic dialers, and to not post referral links on websites or event or venue pages without express consent from Bestpass.

B. You agree that you will not attempt to mislead anyone in connection with the Bestpass Customer Referral Program. This includes, but is not limited to, creating fake accounts, profiles, links or messages. You also agree that you will not use the personal information of any person in order to open an account in that person's name. Further, you are expressly prohibited from implying any connection with Bestpass, other than as a client.

C. You agree that you, or anyone on your behalf, will not offer or request any incentives, monetary or otherwise, to prospective Referred Customer in return for their participation in the Bestpass Customer Referral Program.

D. You agree that you will not attempt to modify or obscure the referral link provided to you by Bestpass. This includes, but is not limited to, creating advertisements, hyperlinks, or otherwise publishing an altered referral link in a manner that is not in the form Bestpass provides.

E. You agree that you will not use any defamatory, offensive, abusive or obscene content in connection with Bestpass. This includes, but is not limited to, content that violates someone else's privacy or harassing content.

F. You agree not to defraud or abuse, or attempt to defraud or abuse, or engage in deceptive or manipulative practices toward Bestpass or any other business or individual in connection with the Bestpass Customer Referral Program. You agree not to engage in any activity that Bestpass deems to be fraud or abuse, or any attempt to defraud or abuse, or to engage in deceptive or manipulative practices toward Bestpass or any other business or individual in connection with the Bestpass Customer Referral Program.

G. You agree to only refer prospective Referred Customers to Bestpass for whom you have received authorization or permission to share their contact information.

H. The provision of the referral landing page to you does not grant you a license to use any other Bestpass materials or intellectual property. You agree not to sell Bestpass landing page or create websites, email addresses or social media with Bestpass' name, images or content without Bestpass' express written consent. Bestpass' content is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject Bestpass or any of Bestpass' products or services to any authorization, registration, licensing or notification requirements within any jurisdictions outside those jurisdictions in which Bestpass and its affiliates are licensed to operate.

Your compliance with the above restrictions, at all times, is required to participate in and benefit from the Bestpass Customer Referral Program. Bestpass reserves the right to terminate or suspend your participation in the Bestpass Customer Referral Program or receipt of rewards from the Bestpass Customer Referral Program in the event that Bestpass makes the determination that you violated any of these restrictions.

4. Disclosure

You acknowledge and agree that Bestpass may advise a potential Referred Customer referred by you that you referred them to Bestpass as a participant in the Bestpass Customer Referral Program.

5. Modification

Bestpass may modify this Agreement from time to time which will be indicated by changing the date at the top of this page. Bestpass will indicate that changes have been made by updating the "Effective Date" located above at the beginning of this Agreement. If Bestpass makes any material changes, Bestpass will notify you by email at the email you have provided to Bestpass for your Bestpass Account. Notwithstanding anything herein, Bestpass does not have to provide you with prior notice of any amendments to the Bestpass Customer Referral Program. Your continued access to or use of the Bestpass Customer Referral Program after Bestpass makes any changes to this Agreement will be subject to the revised Agreement, and you will be deemed to be aware of and bound by your continued access to or participation in the Bestpass Customer Referral Program. If you do not accept any such revisions or changes, your sole and exclusive remedy is to cease participation in the Bestpass Customer Referral Program. The Bestpass Customer Referral Program may be canceled at any time without notice to you.

6. Miscellaneous

- A. This Agreement is governed by New York State law regardless of any conflicts. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Albany, New York, and the parties expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts.
- B. This Agreement may not be assigned by to any other person, business or other entities without the prior express written approval of Bestpass.
- C. The Bestpass Customer Referral Program is not available where prohibited.
- D. Bestpass may terminate the Bestpass Customer Referral Program for any reason and at any time without prior notice to You. Referrals made by you prior to the date of termination will be honored under the Bestpass Customer Referral Program.
- E. Bestpass is not responsible for determining whether taxes apply to the receipt of the Reward, or for collecting, reporting, or remitting any taxes arising from the issuance of a Reward under the Bestpass Customer Referral Program.

## Exhibit A

### Bestpass Customer Referral Program

#### Reward Offerings

Subject to the terms and conditions of the Agreement:

1. for each Referred Customer who (1) opens a Bestpass Account with 1-5 vehicles, and who (2) fully complies with Bestpass Account funding requirements, you will receive a \$25 Visa Gift Card; and
2. for each Referred Customer who (1) opens a Bestpass Account with more than 5 vehicles, and who (2) fully complies with Bestpass Account funding requirements, you will receive a \$100 Visa Gift Card.