

FUEL ME, LLC COMMISSION AGREEMENT

Executed as of March 6th, 2023

BY AND AMONG:

- (1) **Fuel Me, LLC**, 150 Harvester Drive, Suite 140, Burr Ridge, IL 60527 (the “**Company**”);
AND
- (2) **CONSUMER RECREATION SERVICES LLC** (the “**Agent**”).

WHEREAS:

- A. The Company is in the business of Technology, Energy, and Fuel distribution.
- B. The Company wishes to engage the Agent, on a non-exclusive basis, to find and secure strategic partners in exchange for a commission payment to the Agent.
- C. The Agent and the Company have agreed to cooperate pursuant to the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires:

“**Clients**” means any person or entity introduced to the Company by the Agent.

“**Commission Fees**” will be defined as 30% of all profits on sales by the Company from Clients.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Company and the Agent hereby agree that the Company shall introduce, at its discretion, its Clients to the Agent.
- 2.2 The Agent’s engagement under this Agreement is non-exclusive and the Company shall be entitled to engage any other intermediaries.
- 2.3 The services of the Agent rendered pursuant to this Agreement are not exclusive and the Agent is at liberty to render similar services to others.
- 2.4 The Agent shall act in a professional manner, in good faith, and with due care, skill and diligence.

3. COMMISSION FEES AND EXPENSES

- 3.1 If a Client is referred to the Company and engages with the Company, then the Commission Fee shall be automatically deemed payable to the Agent without condition or qualification. This provision will continue to apply in perpetuity for any introduction made by the Agent.
- 3.2 The Company shall pay to the Agent the Commission Fee three (3) business days following the effective payment by Client to the Company.
- 3.3 The Company shall transfer the Commission Fees to the Agent, to the accounts designated in advance in writing, settling in United States Dollars (USD) according to the applicable rate of exchange prevailing when payment is due.
- 3.4 Unless otherwise agreed, all reasonable and customary transactional costs incurred by the Company (and mutually agreed by the parties hereto) shall be reduced from the Commission Fee.

4. RELATIONSHIP

- 4.1 The Agent is an independent contractor and is not an employee, partner, agent or representative of the Company.
- 4.2 The Company is an independent contractor and is not an agent, partner, employee or representative of the Agent.
- 4.3 Neither party nor any of their respective officers, director, employees or agent are entitled to bind the other party in any way nor to make any representations, assurances or warranties on the other's behalf, nor shall any party or any of their respective officers, directors, employees or agent do, purport to do or hold themselves out as being able to do any such thing, nor act as the agent, representative or employee of the other in any circumstances. Neither party nor any of their respective officers, directors, employees or agent may use the name of the other party or hold themselves out as the other's officers, directors, employees or agent. Specifically, but without prejudice to the foregoing, the Agent has no power to conclude or accept business on behalf of the Company, nor to receive or handle premiums or Client funds on behalf of the Company or to negotiate or agree terms.
- 4.4 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, or other co-operative entity.

5. INDEMNITY

- 5.1 Each party agrees to indemnify and hold harmless the other party, and its respective officers, directors and employees from and against any and all liabilities, claims, losses and expenses (including litigation or settlement expenses) in connection with or resulting from any act, omission, negligence, fraud or default of the first mentioned party or any of its

officers, directors, employees or agent, or any failure of the first mentioned party or any of its officers, directors, employees or agent to perform fully any of their obligations under this Agreement, except where such act, omission, negligence, fraud, default or failure is caused by the act, omission, negligence, fraud or default of that other party, or its officers, directors, employees or agent.

5.2 In no event shall either party be liable to the other for punitive, exemplary or consequential damages to the other's business.

5.3 This Clause 5 shall survive and continue and remain binding on each party hereto notwithstanding the expiry or termination of this Agreement.

6. WARRANTIES AND REPRESENTATIONS

6.1 Each party to this Agreement represents and warrants to the other party that:

- (a) it has all requisite power and authority to enter into and perform its obligations under this Agreement;
- (b) it shall procure that all of its officers, directors, employees and agent comply with the terms and conditions of this Agreement; and
- (c) it shall act in compliance in all respects with all applicable laws, rules and regulations in performing its services pursuant to this Agreement.

6.2 In making referrals to the Company pursuant to this Agreement, the Agent has not made and shall not be regarded to have made any representation or warranty in relation to any Client in any respect unless an express reference in writing is given by the Company to the Agent.

7. CONFIDENTIALITY

7.1 Neither party nor any of their respective officers, directors, employees and agent shall, during the term of this Agreement or after its termination or expiry, disclose to any person (except with the written authority of the other party or unless ordered to do so by a court or by law or by a regulatory authority with competent jurisdiction) any information relating to the assets, business, finance or other affairs of a confidential nature of the other party of which it may have become possessed during the term or as a result of this Agreement and each party shall prevent any such disclosure.

7.2 The Agent agrees that it and its officers, directors, employees and agent will keep any and all information relating to each Client received from the Company strictly private and confidential and shall not disclose to any person any or all of such information, except with the written authority of the Company. In addition, the Agent, and its officers, directors, employees and agent shall not disclose to any person the existence or contents of this Agreement, or any payments made or to be made hereunder or the existence or contents of any security arrangements or documents in connection with any energy commodities, including the assignment of any policy.

7.3 This Clause 7 shall survive and continue and remain binding on each party hereto notwithstanding the expiry or termination of this Agreement.

8. INTELLECTUAL PROPERTY

8.1 Neither party shall use the other party's name, logos, trademarks or trade names unless approved and authorized in writing by the other party.

9. ACCOUNTS AND RECORDS

9.1 The Company shall keep all appropriate books and records (including financial records and accounts) relating to the Clients as required by law.

10. TERMINATION

10.1 Either party shall be entitled to terminate this Agreement:

- (i) by giving the other party 30 days' advance notice in writing;
- (ii) at any time by notice in writing if the other party becomes insolvent, or enters into any composition or arrangement with its creditors, or passes a resolution for winding up (other than for the purpose of reconstruction or amalgamation), or being unable to pay its debts as they fall due, or receives a winding up notice, petition or order, or in the event of the appointment of a receiver or similar officer over any of its assets, or any distress or any form of execution is made against any of its assets, or if any event having an equivalent effect occurs; and
- (iii) at any time by notice in writing if the other party shall commit any material breach of its obligations under this Agreement or if any of the representations or warranties given by the other party is or becomes untrue or inaccurate and (if such breach or discrepancy shall be capable of remedy) fails to make good such breach or discrepancy within thirty days of receipt of notice served by the terminating party requiring it to do so.

10.3 Upon termination or expiry of this Agreement pursuant to this Clause 10, the Agent shall be entitled to receive all Commission Fees and other moneys accrued up to the date of such termination and in perpetuity for any Clients introduced prior to termination. The termination or expiry of this Agreement shall be without prejudice to the rights or remedies of either party in respect of any antecedent breach by the other of any terms and conditions contained in this Agreement.

11. AMENDMENT AND ASSIGNMENT

11.1 Any amendment to this Agreement shall be agreed by both parties in writing.

11.2 Either party's rights or obligations under this Agreement shall not be assigned without the written consent of the other party.

12. NOTICES

12.1 Any communication to be made or delivered by one party to another pursuant to this Agreement shall be in writing in English and shall be made or delivered to that other party at the address, electronic mail address or facsimile number notified by each party to the other from time to time.


13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of Illinois.


IN WITNESS WHEREOF this Agreement has been executed the day and year first above written.

SIGNED BY

Fuel Me, LLC

By: 
Name: Carlo Passacantando
Title: Chief Executive Officer

CONSUMER RECREATION SERVICES LLC

By: 
Name: Nicholas Albano
Title: President