



THEPAYMASTER INTRODUCER AGREEMENT

Version 1.0 (Last Updated: January 2025)

IMPORTANT - PLEASE READ CAREFULLY

This Agreement is between ThePaymaster Limited ("ThePaymaster"), registered in England and Wales (Company No. 15991850) with registered office at 167-169, The Fifth Floor, Great Russell Street, London, W1W 5FP, and you as an introducer ("you" or the "Introducer").

ELECTRONIC ACCEPTANCE AND BINDING AGREEMENT

BY CLICKING "I AGREE" AND PROVIDING YOUR FULL NAME AND EMAIL ADDRESS, YOU:

1. Confirm you have read, understood, and agree to be bound by this Agreement in its entirety
2. Acknowledge that your click constitutes a legally binding electronic signature under the Electronic Communications Act 2000
3. Warrant that the information you have provided is accurate and complete
4. Consent to receiving electronic communications regarding this Agreement
5. Agree that your provided email address will be used for identification in ThePaymaster's systems

1. Introduction

ThePaymaster is revolutionizing high-value paymaster payments through its innovative platform. As the world's first online paymaster platform and first to incorporate blockchain and NFT technology, we're transforming how profit shares and commissions are distributed.

Our introducers are our greatest investment and most valued marketing partners. You bring essential market knowledge, trusted relationships, and professional networks that help both our businesses grow. Together, we create opportunities to monetize your expertise and connections through our innovative platform, ensuring your network's high-value transactions are handled with the security and efficiency they deserve. You get paid when we get paid - our real-time fee sharing ensures you receive your introducer fee as soon as we receive our fee. This partnership approach, combining your market expertise with our technological innovation, creates a powerful synergy that benefits everyone involved.

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2. Definitions

"Client" means any person or entity who uses ThePaymaster's services following introduction by you as the Introducer.

"Lifetime Fees" means your right to receive Introducer Fees from all future transactions by an introduced Client, subject to maintaining eligibility under Section 4.1 through new Client introductions every three years.

"Introducer Fee" means 10% of all fees received by ThePaymaster from the introduced Client.

"Transaction NFT" means ThePaymaster's blockchain-based transaction verification record.

3. Introduction Process and Payment

3.1 Introduction Requirements

- You must complete the online registration process and accept this Agreement before any introducer fees can be paid.
- ThePaymaster will not pay introducer fees to any person who has not completed registration and accepted this Agreement.
- You must ensure potential Clients input your registered name and email when prompted when initiating the transaction with ThePaymaster
- No retrospective claiming of introductions will be permitted after transaction completion.
- ThePaymaster accepts no responsibility if a Client fails to input your details.

3.2 Introducer Fee Structure

You shall receive 10% of all fees received by ThePaymaster from the introduced Client, including:

- ThePaymaster's 1% fee on fiat currency transactions
- ThePaymaster's conversion fees for USDT transactions (currently 4% for amounts up to \$1 million USD, with reduced rates for larger amounts)
- Any other fees charged by ThePaymaster for additional services

For clarity, you receive 10% of the total fee charged to the Client, regardless of whether it is the standard 1% fiat fee or the higher USDT conversion fee.

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Payment Timing:

- Introducer Fees are paid simultaneously with ThePaymaster receiving its fees
- No waiting periods or payment delays
- You get paid when we get paid
- Payment is triggered automatically upon receipt of funds in ThePaymaster's account

3.3 Payment Method and Requirements

- All Introducer Fees are paid in fiat currency only; USDT conversion is not available for introducer payments
- You must complete ThePaymaster's KYC process through Sumsub before any payments can be made
- Payments will only be made to bank accounts verified through the KYC process
- Missed payments due to incorrect payment details are your responsibility
- For Clients using USDT services, your introducer fee is still paid in fiat currency, calculated as 10% of the total USDT conversion fee charged

3.4 Transaction NFT Access

- You may optionally maintain a verified digital wallet with ThePaymaster team
- Wallet verification is required only for:
 - Receiving Transaction NFTs for introduced transactions
 - Future USDT payment options (if implemented)
- The wallet verification process must be completed before any NFTs can be received
- Unverified wallets cannot receive Transaction NFTs

3.5 Chain of Introduction

- The Introducer Fee (10%) is paid solely to the Introducer named by the Sender during transaction setup.
- Where multiple introducers are involved in a chain of introductions, only one Introducer Fee is payable.
- Any sharing of the Introducer Fee between introducers is:

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- At the sole discretion of the receiving Introducer
- Not governed by or enforced under this Agreement
- Outside ThePaymaster's responsibility or involvement
- ThePaymaster accepts no liability for arrangements between introducers regarding fee sharing.

3.6 Introduction Communication

- While a simple recommendation of ThePaymaster's services is sufficient for an introduction, you are encouraged to notify ThePaymaster by email or whatsapp when possible, providing basic details such as:
 - Potential client name
 - Simple overview of the transaction (e.g., jet fuel deal, hotel sale, PPP distribution)
 - Approximate transaction value
 - Expected number of recipients
 - Anticipated timing
- This notification is purely voluntary and does not affect introducer fee eligibility
- Your right to introducer fees remains based solely on the client naming you during transaction setup

3.7 Prohibition on Self-Dealing

- You cannot claim introducer fees for transactions where you are the sender or recipient.
- Any attempt to circumvent this prohibition through bad faith arrangements (such as using third parties to claim introducer fees on your own transactions) is strictly prohibited.
- Discovery of such circumvention attempts will trigger the same consequences as outlined in Section 5.2 (Fee Negotiation Prohibition), including immediate loss of all lifetime Client claim rights.
- ThePaymaster's determination of what constitutes a circumvention attempt shall be final.

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3.8 KYC and Due Diligence Requirements

- You must complete ThePaymaster's Know Your Customer (KYC) and due diligence process through our compliance partner Sumsb before any introducer fees can be paid
- This includes:
 - Verification of identity (for individuals) or company documentation (for corporate introducers)
 - Proof of address
 - Bank account verification
 - Source of funds declaration where required
- Introducer fees will only be paid to bank accounts that have been verified through this process
- You must keep your KYC information current and notify ThePaymaster of any material changes
- ThePaymaster reserves the right to:
 - Request updated KYC information at any time
 - Suspend introducer fee payments if KYC information is out of date
 - Terminate this agreement if required KYC cannot be completed satisfactorily
- You acknowledge that this KYC process is mandatory and separate from any KYC you may have completed as a Client

4. Performance Requirements

4.1 Ongoing Eligibility

- You must secure at least one successful Client introduction every three years.
- The three-year period is measured from the date of the last successful introduction of a new Client.
- "New Client" means a Client who has not previously used ThePaymaster's services.
- Repeat transactions from existing Clients do not reset the three-year period.
- A "successful introduction" means a new Client completing at least one qualifying transaction.

4.2 Non-Performance

- Failure to meet this requirement will terminate rights to future residual introducer fees.

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- Previously earned fees remain payable.
- ThePaymaster may, at its discretion, offer opportunities to reinstate eligibility.

5. Introducer Obligations

5.1 Professional Conduct

You shall:

- Present only accurate information about ThePaymaster's services
- Not make guarantees about processing times or outcomes
- Not negotiate fees, terms, or conditions on ThePaymaster's behalf
- Direct all potential Clients to ThePaymaster's official materials

5.2 Fee Negotiation Prohibition

- You shall not attempt to negotiate enhanced fees or commission structures.
- Any attempt to negotiate different terms will result in:
 - Immediate loss of all lifetime Client claim rights for all current and future Clients
 - Future introductions limited to one-off payments only
 - No entitlement to future commission payments from any previously introduced Clients
- Standard introducer fees for completed transactions prior to the violation remain payable.
- ThePaymaster may, at its sole discretion, reinstate lifetime privileges.

5.3 Reporting Obligations

You must promptly inform ThePaymaster of any awareness regarding introduced or prospective Clients concerning:

- Financial issues (insolvency, bankruptcy proceedings)
- Regulatory concerns (investigations, licence revocations)
- Legal matters (criminal proceedings, civil litigation)

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- Reputational issues (adverse media coverage, industry sanctions)
- Professional conduct (disbarment, professional body investigations)
- Any other matters that could impact ThePaymaster's reputation or operations

5.4 Data Protection

You shall:

- Comply with applicable data protection laws
- Only share personal data with explicit consent
- Maintain confidentiality of Client information

6. Confidentiality

6.1 Confidential Information

Confidential Information includes:

- Client details and transactions
- Pricing structures and business methods
- Platform operations and technology
- Business strategies and plans
- Any information marked as confidential
- Any information that would reasonably be considered confidential

6.2 Confidentiality Obligations

You shall:

- Keep all Confidential Information strictly confidential
- Use Confidential Information solely for the purposes of this Agreement
- Implement appropriate measures to maintain confidentiality
- Limit access to those who need to know
- Notify ThePaymaster immediately of any unauthorised disclosure

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6.3 Permitted Disclosures

Confidential Information may be disclosed:

- With ThePaymaster's prior written consent
- As required by law or regulation
- Under court order or regulatory demand
- To professional advisors under confidentiality obligations

6.4 Duration

Confidentiality obligations continue indefinitely after termination of this Agreement.

7. Private Placement Program Protection

7.1 Scope of Introduction

Where you refer a Private Placement Program platform to ThePaymaster, such introduction is strictly limited to paymaster services. Any other business opportunities, including trading program introductions through affiliated businesses, must be facilitated through the original Introducer.

7.2 Application

- This protection applies specifically to Private Placement Programs and their operators
- Covers all related business opportunities beyond paymaster services
- Includes both direct and indirect business relationships
- Remains in effect for the duration of any business relationship with the introduced platform

8. Term and Termination

8.1 Duration

This Agreement commences upon your acceptance and continues until terminated in accordance with its terms.

8.2 Termination Rights

ThePaymaster may terminate this Agreement immediately if you:

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- Breach any term of this Agreement
- Engage in conduct detrimental to ThePaymaster
- Fail to meet performance requirements
- Provide false or misleading information

8.3 Effect of Termination

Upon termination:

- Rights to future introducer fees cease
- Earned fees remain payable
- Confidentiality obligations continue
- Access to ThePaymaster's systems may be restricted

9. General Provisions

9.1 Independent Parties

- You act as an independent contractor
- No partnership or agency relationship is created
- You have no authority to bind ThePaymaster

9.2 Amendments

ThePaymaster may amend this Agreement with 30 days' notice via email notification to your registered email address.

9.3 Governing Law

This Agreement is governed by English law with exclusive jurisdiction of English courts.

10. Dispute Resolution

10.1 Direct Resolution

- Any dispute regarding introducer fees must be raised within 30 days of the transaction completion
- Claims must be supported by evidence of the introduction

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- ThePaymaster's decision based on transaction records shall be final
- No claims will be considered after transaction completion if you were not named during setup

10.2 Exclusions

- ThePaymaster will not mediate disputes between introducers
- ThePaymaster accepts no liability for private fee-sharing arrangements between introducers
- ThePaymaster's only obligation is to the named Introducer in the transaction documentation

11. Data Collection and Privacy

11.1 Registration Data

In connection with your acceptance of this Agreement, ThePaymaster collects and stores:

- Your full name
- Email address
- IP address
- Timestamp of acceptance
- Version of agreement accepted
- Any subsequent updates to your registration information

11.2 Use of Data

This information is collected and used to:

- Verify your identity
- Process introducer fee payments
- Communicate regarding the Agreement and services
- Maintain records of Agreement acceptance
- Comply with legal and regulatory requirements

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11.3 Electronic Communications

You agree that all communications regarding this Agreement may be provided electronically to your registered email address. You are responsible for maintaining a valid email address and notifying ThePaymaster of any changes.

12. Electronic Acceptance

This Agreement is legally binding upon your electronic acceptance. By clicking "Submit" and providing your registration details, you acknowledge that:

1. You have read, understood, and agree to be bound by all terms and conditions in this Agreement
2. Your click constitutes a legally binding electronic signature under the Electronic Communications Act 2000
3. The email address you provide will be used for identification and communications
4. You consent to the collection and storage of your registration data as described in Section 11
5. You are authorized to enter into this Agreement
6. All information you provide is true, accurate, and complete