



## **MARKETING AFFILIATE AGREEMENT**

This Marketing Affiliate Agreement (the “Agreement”) is made and entered into between the Marketing Affiliate (hereinafter shall also refer to as “You/Your”) and XPEDE, INC., a California corporation (“XPEDE or Company”).

### **RECITALS**

A. XPEDE is an app and web-based company that provides direct consumer/business to consumer/business rapid on-demand delivery service to small businesses and the general consumers.

B. Marketing Affiliate is an individual or business that promotes the Company's products or services in exchange for a commission on sales or leads generated.

### **AGREEMENT**

The parties agree to collaborate with each other to market the Xpede’s brand and its services. The Marketing Affiliate shall promote, market and/or advertise Xpede to small businesses that have the need for Xpede’s on-demand delivery service and any future services/program, such as the Mobile Car Advertisement (hereinafter “marketing campaigns”). In consideration for the Marketing Affiliate’s help with marketing the Company, Xpede agrees to the followings:

1. The Marketing Affiliate will earn and receive the commission and benefits provided on the Sales Revenue Business Structure that is attached herewith as Addendum A, which is subject to change at the discretion of the Company and notice to the Marketing Affiliate. For Marketing Affiliate that chooses to participate in the three (3) month pay program of \$17.00 an hour (or as updated by said program) with the Workforce & Economic Development of the Orange County Community Services in partnership with the Company, the aforementioned commission and benefits will be deferred and not start until the end of the 3-month program.

2. As an incentive for new Users to sign up through the Marketing Affiliate’s marketing campaigns, Xpede will offer the first delivery order for “80% OFF” with the criteria that the delivery or pick-up is within fifteen (15) miles radius between the pick-up and drop-off locations and that it is made within Xpede’s current service areas of Southern California (Los Angeles, Orange, Riverside, San Diego, San Bernardino and Imperial counties), and a limit of two item permitted. Xpede may reject the delivery order or charge for mileage beyond the aforementioned 15 miles radius or item(s) beyond the two items permitted at the regular delivery rate at the time of the

order being placed. It is the Marketing Affiliate's responsibility to inform and ensure that the professional or business understands said criteria before using the promo code.

3. The Marketing Affiliate is given the limited right to represent himself/herself as a marketing affiliate of Xpede and may designate himself as a "Sales Associates, Sales Representative, Business Development or Business Marketing Associate" or similar title in his/her marketing campaigns. Any rights beyond such representation shall require the written consent of Xpede.

4. The parties intend the Marketing Affiliate to be an independent contractor in the performance of the marketing campaigns as set forth above. The Marketing Affiliate will have the right to control and determine the methods and means of performing the contractual services. The Company will not withhold Social Security and Medicare taxes from the Marketing Affiliate's earnings or make such tax payment on his/her behalf, make state or federal unemployment contributions on his/her behalf, or withhold state or federal income tax from the Marketing Affiliate's earnings. The Marketing Affiliate will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. The Marketing Affiliate will also pay all unemployment contributions related to the performance of the marketing campaigns under this Agreement. The Marketing Affiliate will reimburse Company if Company is required to pay such taxes or unemployment contributions.

### **XPEDE ONLINE DASHBOARD**

Please read these Terms and Conditions ("Terms") carefully before using the Marketing Affiliate Dashboard ("Dashboard"). By accessing or using the Dashboard, you agree to be bound by these Terms. If you do not agree with any part of these Terms, then please discontinue with the sign-up. You must not access or use the Dashboard unless you fully understand and agree to the terms and conditions herein.

#### 1. Acceptance of Terms

By accessing and using the Dashboard, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as Xpede's Privacy Policy and any other applicable guidelines or policies. These Terms apply to all affiliates residing in California.

#### 2. Purpose of the Dashboard

The Dashboard is provided to the Marketing Affiliate as a tool for tracking commission earnings, referrals, and account activity. While Xpede strives to maintain accurate and up-to-date information, the data presented is for informational purposes only and may be subject to adjustments.

### 3. Commission Information

Informational Use: The commission data displayed on the Dashboard is preliminary and may change due to factors such as cancellations, returns, chargebacks, or violations of the Agreement.

No Guarantee: Displayed figures do not constitute a guarantee of payment. Final commission amounts are determined after verification processes and are subject to the terms outlined in the Agreement.

### 4. User Responsibilities

Account Security: The Marketing Affiliate is responsible for maintaining the confidentiality of his/her login credentials and for all activities that occur under his/her account. You agree to notify Xpede immediately of any unauthorized use or security breaches.

Compliance with Laws: You agree to comply with all applicable local, state, and federal laws, including the *California Consumer Privacy Act (CCPA)*, when using the Dashboard and conducting affiliate activities.

### 5. Limitation of Liability

No Warranties: The Dashboard is provided on an "as-is" and "as-available" basis. Xpede makes no warranties, express or implied, regarding the functionality or availability of the Dashboard.

Limitation: To the fullest extent permitted by law, Xpede shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from:

Your access to or use of, or inability to access or use, the Dashboard;

Any unauthorized access to or use of our servers and/or any personal information stored therein.

### 6. Indemnification

You agree to indemnify, defend, and hold harmless Xpede, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Dashboard or violation of these Terms.

## 7. Modifications to the Dashboard and Terms

Xpede reserves the right to modify or discontinue, temporarily or permanently, the Dashboard or any features or portions thereof without prior notice. Xpede may also amend these Terms at any time. Continued use of the Dashboard after any such changes constitutes your acceptance of the new Terms.

### **INDEMNIFICATION**

Affiliate's Obligations: The Marketing Affiliate ("Indemnitor") agrees to indemnify, defend, and hold harmless Xpede, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns ("Indemnitees") from and against any and all claims, demands, liabilities, damages, losses, fines, penalties, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

1. Marketing Affiliate's Actions: Any act, omission, misrepresentation, or breach of this Agreement by the Marketing Affiliate, including unauthorized claims, false advertising, or misrepresentation of Xpede's services.
2. Legal Violations: Marketing Affiliate's failure to comply with applicable federal, state, or local laws, including but not limited to the California Consumer Privacy Act (CCPA), Federal Trade Commission (FTC) regulations, CAN-SPAM Act, and any affiliate marketing disclosure requirements.
3. Intellectual Property Infringement: Unauthorized use of Xpede's trademarks, logos, copyrighted materials, or proprietary information, or any infringement of a third party's intellectual property rights.
4. Third-Party Claims: Any claim brought by a third party due to Marketing Affiliate's actions, marketing activities, or business practices.
5. Content and Advertising: Any content, materials, advertisements, or promotions created by the Marketing Affiliate that result in legal claims, including defamation, libel, privacy violations, misleading advertising, or deceptive trade practices.
6. Data Breach or Security Violations: Unauthorized disclosure, breach, or misuse of consumer, client, or business data resulting from the Marketing Affiliate's activities, whether intentional or accidental.

Limitations on Indemnification: In accordance with California Civil Code § 2773, the Indemnitor shall not be obligated to indemnify the Indemnitees for any acts that are known by the Indemnitees to be unlawful at the time they are committed.

#### Indemnification Procedure:

- Notice: The Indemnitee shall provide the Indemnitor with prompt written notice of any claim for which indemnification is sought.
- Control of Defense: The Indemnitor shall assume full control and defense of such claims at its sole expense, provided that Xpede retains the right to participate in the defense with its own counsel.

- Settlement: The Indemnitor shall not settle any claim without prior written consent from Xpede if the settlement imposes any liability, obligation, or admission of wrongdoing on the Indemnitees.

Survival: This indemnification clause shall survive the termination or expiration of the Marketing Affiliate Agreement and remain in full force and effect beyond the affiliate's relationship with Xpede.

## **GENERAL PROVISIONS**

1. Confidentiality and Publicity. Neither party may discuss or disclose any information, or originate any publicity, news release, or other public announcement, written or oral, whether to the public press, stockholders, or otherwise, regarding the terms and conditions of this Agreement, or the performance by either party of its obligations under this Agreement. However, the parties may discuss, disclose, or originate publicity, news releases, or other public announcements relating to information which (a) is or becomes generally available to the public other than as the result of an unauthorized disclosure by either party; (b) becomes available to either party in a manner that is not in contravention of any applicable laws from a source that is not bound by a confidential relationship with the other party; or (c) either party reasonably determines is appropriate for disclosure under any applicable law or is required to be disclosed by any law, court order, or other legal process, including, without limitation, federal securities laws. With respect to disclosure under item (c) above, the disclosing party will notify the nondisclosing party of its obligations to disclose and (i) the non-disclosing party shall have the right to confirm through an opinion of the disclosing party's counsel of the obligation to disclose, and (ii) the parties will coordinate all such disclosures to the reasonable satisfaction of both the parties.

2. Dispute Resolution. The parties agree that any dispute, claim or controversy in any way arising out of or relating to (i) this Agreement, the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof, (ii) the party's relationship will be settled by binding arbitration between the parties, and not in a court of law. This Agreement survives after the party's relationship ended. The parties acknowledge and agree that each is waiving the right to a trial by jury or to bring or to participate as a plaintiff or class member in any class, purported class, collective, coordinated, consolidated, or representative proceeding. This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third-parties, including but not limited to your spouses, heirs, third-party beneficiaries and assigns, where their underlying claims are in relation to this Agreement. To the extent that any third-party beneficiary to this agreement brings claims against the parties; those claims shall also be subject to this Arbitration Agreement. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration

Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement is applicable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. If there is a dispute about whether this Arbitration Agreement can be enforced or applies to a dispute, the parties agree that the arbitrator will decide that issue.

3. Attorney's Fees. In the event of arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

6. Binding Agreement and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement to any individual or entity without the express written consent of the other party. Neither Party shall have the right to assign their respective rights hereunder or transfer their respective rights and obligations, in whole or in part, to any third party, except to the extent as provided herein and in favor of one or more of their Affiliates.

7. Entire Agreement, Headings, and Modification. This Agreement contains the entire understandings of the parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations, and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

8. Choice of Law & Venue. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of California, exclusive of its conflicts of law provisions. Jurisdiction and venue for any claim arising out of this Agreement shall be made in Orange County, State of California.

9. Waiver. Any waiver of a default under this Agreement must be made in writing and shall not be waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

10. Counterparts & Severability. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document. In the event a court of competent jurisdiction declares any term or

provision of this Agreement to be invalid or unenforceable for any reason, this Agreement will remain in full force and effect, and either: (a) the invalid or unenforceable provision(s) will be modified to the minimum extent necessary to make such provision(s) valid and enforceable; or (b) if such a modification is not possible, this Agreement will be interpreted as if such invalid or unenforceable provision(s) were not a part of this Agreement.

11. Drafting Ambiguities. Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

### **Acknowledgment of Terms and Conditions**

By clicking on the “Accept” button below, you acknowledge that you have read, understood, and agreed to the terms and conditions outlined in the above Xpede Marketing Affiliate Agreement. You understand that:

1. Agreement to Terms – Your participation in the Xpede Marketing Affiliate Program is subject to the terms set forth in the contract, including commission structures, promotional guidelines, and compliance requirements.
2. Independent Contractor Status – You acknowledge that you are an independent contractor and not an employee, partner, or agent of Xpede.
3. Commission & Payment Structure – You have reviewed and accept the commission rates, payout schedule, and conditions for earning commissions as specified in the contract.
4. Marketing & Brand Compliance – You will adhere to Xpede’s marketing guidelines, including restrictions on misleading claims, unauthorized branding, or prohibited advertising methods.
5. Confidentiality & Non-Disclosure – You agree to maintain the confidentiality of any proprietary or non-public information shared by Xpede.
6. Termination Rights – You understand that Xpede reserves the right to terminate your participation in the program at any time for violations of the Agreement or misuse of the affiliate program.
7. Liability & Indemnification – You acknowledge your responsibility to comply with all applicable laws and agree to indemnify Xpede against any legal claims arising from my marketing activities.

You confirm that you have voluntarily agreed to these terms and that your electronic constitutes your acceptance of the Xpede Marketing Affiliate Agreement in full.

# ADDENDUM

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# **Xpede Sales Associate Commission Plan – Unlimited Income, Real Freedom!**

## **1. Lucrative Commission Structure – Earn Big on Every Sale!**

Xpede's business model ensures that 70% of each delivery fee goes to the driver, leaving 30% for Xpede. As a Sales Associate, you'll earn 40% of Xpede's share per completed order from businesses you onboard.

### **How It Works:**

- 40% commission on Xpede's 30% revenue per order – Earn on every delivery your businesses complete!
- Unlimited Earnings – The more businesses you onboard, the more you make!

## **2. Performance-Based Bonuses – Get Rewarded for Success!**

- If a Sales Associate generates \$5,000+ in Xpede's monthly revenue share, they receive an additional 5% bonus on total earnings for that month. For \$10,000+ in Xpede's monthly revenue share, they receive an additional 10% bonus on total earnings for that month.
- If a Sales Associate brings in a business generating 500+ completed deliveries per month, they receive a \$250 bonus on top of their commission for the month. For 1000+ completed deliveries per month, they receive a \$500 bonus on top of their commission for the month. For 2500+ completed deliveries per month, they receive a \$1000 bonus on top of their commission for the month.
- Superstar Incentive: The top-performing Sales Associate each quarter will receive an exclusive cash bonus or premium gift!

### **VIP Commission Tiers – Earn More as You Grow**

#### **Tier 1: Go-Getter (\$0 - \$5,000 in Xpede's Monthly Revenue Share)**

Earn 40% commission on Xpede's share per completed order and 3 years residual commissions.

#### **Tier 2: Rainmaker (\$5,001 - \$10,000 in Xpede's Monthly Revenue Share)**

Earn 45% commission on Xpede's share per completed order and 5 years residual commissions.

#### **Tier 3: Elite Dominator (\$10,001+ in Xpede's Monthly Revenue Share)**

Earn 50% commission on Xpede's share per completed order, lifetime of business residual commissions. and Quarterly Leadership Bonuses!

### 3. Real-World Earnings Potential – See How Much You Can Make!

#### Example 1: A Single Delivery

- Customer Pays: \$15 per delivery
- Driver Earns (70%): \$10.50
- Xpede's Revenue (30%): \$4.50
- Your Commission (40% of Xpede's Share): \$1.80 per order

#### Example 2: Small Business with 500 Monthly Orders

- Total Delivery Revenue: \$7,500
- Xpede's Share (30%): \$2,250
- Your Commission (40% of Xpede's Share): \$900 per month

#### Example 3: High-Volume Business with 1,000 Orders

- Total Monthly Xpede Revenue: \$4,500
- Base Commission (40% of \$4,500): \$1,800
- High-Volume Bonus: \$500
- Total Monthly Earnings: \$2,300

#### Example 4: Superstar Associate (3+ Businesses Generating 1,500 Orders/Month)

- Total Monthly Xpede Revenue: \$6,750
- VIP Tier Upgrade (50% Commission): \$3,375 Commission
- High-Volume Bonus: \$500 per 1,000 orders (\$750 total)
- Total Monthly Earnings: \$4,125

*\*\*Sign up just a few high-volume businesses and you could be making \$5,000 – \$10,000/month in passive income!*

### 4. Residual Commissions – Build Passive Income!

Unlike one-time sales jobs, your earnings at Xpede don't stop after the first sale. As long as your signed businesses continue using Xpede, you keep earning on every delivery they make. This means you can build long-term, recurring income month after month.

- Keep earning even after you stop selling our service – 3 years to lifetime.
- Turn one-time signups into continuous income streams.
- The bigger the business, the bigger your commission!

**\*\*\*Commission Plan Is Subject To Change**