



PRIVATE & CONFIDENTIAL

This Referral Agreement (the “Agreement”) is made and entered into between:

REFERRER:

A. _____, a company incorporated under the laws of _____ with Business Registration Number _____ and having its registered office _____;
and

COMPANY:

B. Meta Humans Ltd, a C-Corp Limited company by shares registered under the laws of Delaware with Delaware State File Number: 7057856, having its registered office at 16192 Coastal Highway, Lewes, Delaware, 19958, Country of Sussex, Pennsylvania, United States of America (the “**Meta Humans**” or the “**Company**”).

(Collectively referred to as the “**Parties**” and each a “**Party**”)

WHEREAS Meta Humans LTD intends to raise new capital through the issuance of existing securities, including but not limited to ordinary shares, preference shares and/or other financial instruments made available from time to time, and wishes to seek the assistance of the referrer for the introduction of potential investors to the company.

WHEREAS the purpose of the present agreement is to record the terms and conditions governing the working relationship between the company and the referrer.

1. DEFINITION

In this agreement, unless the contrary intention appears or the context otherwise requires/admits, the following terms have the meanings set out below:

- 1.1. “Agreement” means this Referral Agreement together with all its schedules and appendices hereto;
- 1.2. “Dispute” has the same meaning as specified in clause 10.1;
- 1.3. “Fees” mean the fee payable by the company as consideration for the services, and as detailed under clause 4.0;
- 1.4. “Force Majeure” means the occurrence of an event or circumstance (a “**Force Majeure Event**”) that prevents a party (the “**Affected Party**”) from performing one or more of its contractual obligations under the contract, if and only to the extent that the part affected by the impediment proves:
 - (a) that such impediment is beyond the reasonable control of the Affected Party;

(b) that such impediment could not reasonably have been foreseen at the time of the conclusion of the contract; and

(c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party acting in a commercially reasonable manner.

In the absence of any proof to the contrary, the following events affecting a contracting party shall be presumed to fulfil conditions (a) and (b) above and the Affected Party only needs to prove that condition (c) above is satisfied:

(a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization;

(b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy;

(c) currency and trade restriction, blockade, embargo, sanction;

(d) act of government authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;

(e) plague, epidemic, pandemic, natural disaster, extreme natural event, extreme weather event, nuclear, chemical or biological contamination;

(f) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; and

(g) general labour disturbances such as boycott, strike and lock-out.

1.5. "Parties" refer collectively to the referrer and the company.

1.6. "Party" refer individually to either referrer or the company.

1.7. "Securities" include, but are not limited, to the ordinary shares, preference shares and/or other financial instruments which Meta Humans intends to issue as part of the capital raising.

1.8. "Services" refer to the services to be provided by the referrer under the present agreement, as detailed under clause 3.0.

1.9. "Signature Date" means the signature date hereof.

1.10. "MH" Meta Humans LTD, Delaware.

1.11. "Referrer" Person or company who referred an investor or client that make use of the services of the company.

2. INTERPRETATION

In this Agreement, unless the contrary intention appears:

2.1. Reference to "Meta Humans Ltd", "Meta Humans", "MetaHumans", "our", "us" and "we" shall mean Meta Humans Ltd.

2.2. Words importing the singular includes the plural and vice versa;

2.3. Words importing the masculine gender includes the feminine;

- 2.4. Words importing natural persons includes legal person and vice versa;
- 2.5. Capitalized terms shall have the meaning given to them in the Definition clause hereof;
- 2.6. any term defined within the context of any clause or sub-clause, shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause bear the meaning ascribed to it for all purposes in terms of this of this Agreement, notwithstanding that such term has not been defined in the Definition clause; and
- 2.7. the use of the word "including" followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis rule* shall not be applied in the interpretation of such general wording or such specific example(s).
- 2.8. The division of this agreement into clauses and sub-clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 2.9. This agreement shall remain binding upon the parties even if either one or both parties have changed their legal denomination, names, successors or assigns.

3. TERMS OF AGREEMENT

Referrer shall assist the company as follows:

- Introducing, through its network, potential investors who have appetite in investing in the company.
- Facilitating exchange of information until commitment of capital from the potential investors.
- Provide necessary information regarding the company, the securities, and potential investors.

4. FEES & EXPENSES

- 4.1. As consideration for the introductions to be made by the referrer to the company in terms of the present agreement, the referrer shall be entitled to a commission of 3% on the transaction value (being the total value of securities acquired by the parties introduced by referrer to the company).
- 4.2. The referrer will issue an invoice upon the request of the company for the referral services upon notification of the investment completed and payable within 30 days of receiving the invoice from the referrer.
- 4.3. The company shall not be responsible for any out-of-pocket expenses of the referrer for acquiring of any investor for the company if it is not approved by the company in writing. Such re-imbursments will be treated and payable by agreement only.

5. TERMINATION

- 5.1. Subject to clauses 5.2 and 5.3, the Parties hereto may terminate this agreement by giving not less than 60 days (Sixty Days) notice in writing.
- 5.2. The term of this agreement shall be for a period of twelve (12) months commencing on the signature date and may be extended upon the mutual written agreement of the parties.
- 5.3. Any party may terminate this agreement forthwith by notice taking immediate or subsequent effect if:
 - 5.3.1. another party has committed a material breach of any of the terms of this agreement and has not remedied such breach within 14 business days after service of notice by the other party requiring the same to be remedied; or

- 5.3.2. The company or referrer goes into liquidation (except voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by both parties) or be unable to pay its debts or commit any act of bankruptcy under the laws of Delaware or if a receiver or administrative receiver is appointed of the whole or any substantial part of the assets or undertaking of the other party or an administrator is appointed of that party or if that other party convenes a meeting of creditors or makes or proposes to make any arrangements or compositions with or assignments for the benefit of its creditors or ceases or threatens to cease to carry on its business or if some event having an equivalent effect occurs.
- 5.4. Termination of this agreement shall not affect the right of the referrer to receive payment of the fees following successful capital commitment from an investor introduced by the referrer to the company notwithstanding that such capital commitment was completed post termination of this agreement.
- 5.5. Termination of this agreement shall not affect the right of the referrer to receive payment for the services provided to the company. On termination of this agreement, the referrer shall be entitled to receive all approved out-of-pocket expenses accrued up to the date of such termination that was approved by the company in writing.
- 5.6. Termination of this agreement shall be without prejudice to any claims or rights which either of the parties hereto may have by reason of any breach of the other party's obligations and, without prejudice to the generality of the foregoing, any indemnity provisions and provisions limiting the liabilities of either party shall survive the termination of this agreement.

6. FORCE MAJEURE

Neither party will be responsible or shall be considered in breach of this agreement, to the extent that any delay or failure in performance of their respective obligations is prevented by a Force Majeure Event or other causes beyond a party's control, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

7. CONFIDENTIALITY & REPUTATION

- 7.1. The referrer agrees to keep confidential all documents, materials and other information relating to the business of the company, and not to disclose any of the foregoing, unless otherwise permitted by the company or otherwise required by applicable law.
- 7.2. The company agrees to keep confidential the fee arrangements contained herein, unless otherwise permitted by the referrer or otherwise required by the applicable law.
- 7.3. Notwithstanding any provision in this agreement:
- 7.3.1. The referrer will be entitled to disclose, use, store and/or transfer (whether within or outside Delaware) and/or exchange such information (the "**Information**") regarding the company or the business or other affairs of the company to or with any member, director, employee, or agent for all purposes in connection with the provision of the services under this agreement.
- 7.3.2. The company acknowledges that, where the referrer considers it necessary or appropriate, the referrer may transfer Information to any service provider (whether situated in or outside Delaware), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on behalf of the referrer to the company (including third party service providers, where NDA is signed).
- 7.3.3. The company acknowledges that overseas service providers may be required by law to disclose Information received from the referrer to third parties (which includes without

limitation instances where a service provider is compelled to disclose Information pursuant to a court order, police investigations, criminal prosecutions for tax evasion or other offences) and the company consents to such disclosure; and

7.3.4. The company agrees that the referrer right of disclosure under this clause will be in addition to and without prejudice to any other rights of disclosure which the referrer may have under any statutory provisions of law (as the same may be varied, supplemented, or re-enacted from time to time), and nothing in this clause will be construed as limiting any of those rights.

7.4. No party shall knowingly do or allow any act or matter or thing, which would or might reasonably be expected to prejudice materially or bring into disrepute the business or reputation of the other party.

8. NON-CIRCUMVENT

The company undertakes, in relation to this agreement,

- a) not to circumvent each other, directly or indirectly.
- b) not to solicit and/or accept any business from any person introduced by the referrer.
- c) not to access, contact, solicit and/or conduct any deal with such introduced person without the express and specific permission of the referrer.
- d) To keep the referrer informed of any discussion, negotiation and/or dealing of any nature whatsoever that the company may have with any person introduced under this agreement by the referrer.

Clause 8.0 shall remain valid for a period of one (1) year post termination of this agreement.

9. INDEMNITY

The company shall hold harmless and indemnify the referrer, its members, directors, employees, agents or préposés, who act in any capacity for the company from any actions, claims, costs, loss, proceedings or demands arising from their connection with the company or which may be incurred or become payable by the referrer, any member of the referrer, the directors or its employees by reason of or on account of the referrer having acted or declined to act on any instructions.

10. DISPUTE RESOLUTION AND ARBITRATION

10.1. In the event of a dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, or relating to the parties ("**dispute**"), the latter shall immediately meet to resolve such dispute in good faith and failing settlement within a period of 15 working days, the dispute shall be resolved in accordance with Clause 10.2 hereof.

10.2. Subject to clause 10.1, any dispute shall be settled by international arbitration under the International Arbitration Act 2008 (referred to as IAA 2008). The arbitration shall be conducted by an arbitral tribunal which shall consist of a single arbitrator under the Delaware International Arbitration Centre (DIAC) Arbitration Rules. The juridical seat of arbitration and the geographical location of the arbitration shall be South Africa and the language to be used in the arbitral proceedings shall be the English language. The award given by the arbitrator shall be conclusive, final, and binding on all the parties.

10.3. Clause 10 is a separate, divisible clause from the rest of this agreement and shall -

- 10.3.1. not be or become void, voidable, or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other

cause relating in substance to the rest of this Agreement and not to this clause 10. The parties intend that any such issue shall be subject to arbitration in terms of this clause 10; and

10.3.2. remain in effect even if this agreement terminates or is cancelled.

11. LIMITATION OF LIABILITY

11.1. The referrer, its directors, officers, employees, contractors, agents, nominees, trustees, and/or duly appointed representatives do not make any representation or warranty as to the accuracy and completeness of the information or opinions provided by potential investors nor accept any liability for any loss arising from the use of such information or its accuracy and completeness or otherwise arising in connection with the services provided to the company.

11.2. Information shall be based upon reasonable estimates and assumptions, and provided with the understanding that with respect to the material provided to the company in the capacity as an intermediary/facilitator/broker to the transaction, and the company will make its own independent decision with respect to any course of action in connection herewith, as to whether such course of action is appropriate based on its own judgment and its specific circumstances and objectives. Any statements made to the company in providing the services speak only as of the duration of this agreement.

11.3. The company further agrees that the referrer will not be responsible or liable if information material to this engagement is withheld or concealed from the referrer or wrongly represented to the referrer.

11.4. Any potential investor(s) introduced by the referrer to the company shall be adequately verified from a legal and commercial perspective by the company ahead of any formal agreement being signed.

12. AMENDMENT

No provision of this agreement may be changed, waived, discharged, or discontinued, except by an instrument in writing signed by or on behalf of each party hereto. Any provision of this agreement may be amended only if the parties so agree in writing.

13. SEVERABILITY

If any term or provision in this agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof, shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this agreement shall not be affected.

14. AUTHORISED OFFICER

14.1. The parties shall appoint officers authorised and empowered to represent them in all liaisons and communications with each other. Any change in the authorised officers shall be communicated forthwith by one party to the other party.

14.2. The parties hereto shall be represented by the officers specified below:

a) for **the referrer**

Name:

Designation:

Name:
Designation:

b) for **Meta Humans Ltd**

Name: P.S Rubeus
Designation: Chief Executive Officer
Name: J. D'Souza
Designation: President

15. NOTICES AND *DOMICILIA*

Any notice or other communication served, given, or made under this agreement shall be in writing and shall be delivered by hand or by registered post or sent by facsimile transmission or email, as specified below, or to such other address, or facsimile number as either party may notify the other in writing.

a) to **the referrer:**

Address:

Attention of:

Email:

b) to the **Company**

Address: 16192 Coastal Highway, Lewes, Delaware, 19958, Country of Sussex,
Pennsylvania, United States of America

Attention of: **PS Rubeus**

Email: accounts@metahumans.ltd / master@metahumans.ltd

16. NON-EXCLUSIVE RELATIONSHIP

This agreement does in no way restrict the referrer from collaborating with other individuals, companies, or organisations, for providing similar referral services being provided to the company under this agreement.

17. COUNTERPARTS

This agreement may be entered/executed in any number of counterparts and by the parties hereto on separate counterparts each of which when so executed and delivered shall be an original and all such counterparts shall together constitute one and the same agreement.

18. APPLICABLE LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Delaware.

For the avoidance of doubt, it is not intended by the parties to this agreement that any term which may be construed as conferring a benefit on any person who is not a party to this agreement should be enforceable by such party.

19. AGREEMENT OF TERMS

The parties further confirm their agreement to the terms and conditions specified in this agreement

Yours sincerely

Authorised signatory
The referrer

Company:
Name:

Designation:

Signature Date:

Confirmation of acceptance of terms

I/We hereby confirm our acceptance of the terms and conditions hereof

Signed on behalf of **Meta Humans Ltd**

Name: P.S Rubeus

Designation: Chief Executive Officer

Signature Date: