

Fleetworthy Toll Management
Customer Referral Program Agreement
Effective Date: February, 2026

This Fleetworthy Toll Management Customer Referral Program Agreement (the “Agreement”) is by and among Bestpass, Inc., d/b/a Fleetworthy (“Fleetworthy”) and each Referring Customer participating in the Fleetworthy Toll Management Customer Referral Program. By participating in the Fleetworthy Toll Management 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.

For purposes of this Agreement, “Referring Customer” means a customer of Fleetworthy who decides to make referrals to Fleetworthy in accordance with the terms of this Agreement. In addition, this Agreement uses the terms “you,” “your” or “yours” to mean Referring Customer. Any reward earned under this Agreement will be issued to and in the name of the Referring Customer. “Referred Customer” means a new customer referred by you to Fleetworthy who has entered into an agreement with Fleetworthy for toll management services and who has satisfied the terms and conditions set forth in this Agreement.

Intending to be legally bound hereby and by participating in the Fleetworthy Toll Management Customer Referral Program, you agree to the following:

1. Reward for Referrals

Fleetworthy will provide you with a Reward (as detailed in Exhibit A) for each referred customer only after each referred customer (1) opens a Fleetworthy Toll Management Account and (2) fully complies with Fleetworthy Toll Management Account funding requirements (each a “Referred Customer”). 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 the Reward is provided; (iii) unless and until the Referred Customer remains a Fleetworthy Toll Management customer for three (3) billing cycles; (iv) if Fleetworthy 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 Fleetworthy using the process provided to you for referrals. Fleetworthy, at its sole discretion, may make available certain promotions with different rewards to other Fleetworthy customers or prospective customers.

2. Eligibility

Fleetworthy in its sole discretion may set and/or amend the eligibility criteria for participation in this Agreement. This means that, if you do not meet the criteria determined by Fleetworthy, you may not be eligible to participate. Additionally, if you are a Fleetworthy Toll Management partner, then you are not eligible to participate in the Fleetworthy Toll Management Customer Referral Program

3.Compliance

In connection with your participation in the Fleetworthy Toll Management 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 Fleetworthy either by mass emailing, purchase or place advertisements, use of automated systems, bots or automatic dialers, and to not post referral links on websites or event or venue pages without express consent from Fleetworthy.
- B. You agree that you will not attempt to mislead anyone in connection with the Fleetworthy Toll Management 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 Fleetworthy, other than as a customer.
- C. You agree that you, or anyone on your behalf, will not offer or request any incentives, monetary or otherwise, to a prospective Referred Customer in return for their participation in the Fleetworthy Customer Referral Program.
- D. You agree that you will not attempt to modify or obscure the referral link provided to you by Fleetworthy. 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 Fleetworthy provides.
- E. You agree that you will not use any defamatory, offensive, abusive or obscene content in connection with Fleetworthy. 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 Fleetworthy or any other business or individual in connection with the Fleetworthy Customer Referral Program.
- G. You agree to only refer prospective Referred Customers to Fleetworthy from whom you have received authorization or permission to share their contact information.

H. Access to the referral landing page does not grant you a license to use any other Fleetworthy materials or intellectual property. You agree not to sell the Fleetworthy landing page or create websites, email addresses or social media with Fleetworthy name, images or content without Fleetworthy express written consent. Fleetworthy 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 Fleetworthy or any of Fleetworthy products or services to any authorization, registration, licensing or notification requirements within any jurisdictions outside those jurisdictions in which Fleetworthy 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 Fleetworthy Toll Management Customer Referral Program. Fleetworthy reserves the right to terminate or suspend your participation in the Fleetworthy Toll Management Customer Referral Program or receipt of rewards from the Fleetworthy Toll Management Customer Referral Program in the event that Fleetworthy makes the determination that you violated any of these restrictions.

4. Disclosure

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

5. Modification

Fleetworthy may modify this Agreement from time to time which will be indicated by changing the date at the top of this page. Fleetworthy will indicate that changes have been made by updating the "Effective Date" located above at the beginning of this Agreement. If Fleetworthy makes any material changes, Fleetworthy will notify you by email at the email you have provided to Fleetworthy for your Fleetworthy Account. Notwithstanding anything herein, Fleetworthy does not have to provide you with prior notice of any amendments to the Fleetworthy Toll Management Customer Referral Program. Your continued access to or use of the Fleetworthy Toll Management Customer Referral Program after Fleetworthy 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 Fleetworthy Toll Management Customer Referral Program. If you do not accept any such revisions or changes, your sole and exclusive remedy is to cease participation in the Fleetworthy Toll Management Customer Referral Program. The Fleetworthy Toll Management 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 Fleetworthy.

C. The Fleetworthy Toll Management Customer Referral Program is not available where prohibited.

D. Fleetworthy may terminate the Fleetworthy Toll Management 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 Fleetworthy Toll Management Customer Referral Program

E. Fleetworthy 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 Fleetworthy Toll Management Customer Referral Program

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Exhibit A

Fleetworthy Toll Management Customer Referral Program

Reward Offerings

Subject to the terms and conditions of the Agreement:

1. For each Referred Customer who (1) opens a Fleetworthy Toll Management Account with 1-5 vehicles, and who (2) fully complies with Fleetworthy Toll Management Account funding requirements, and who otherwise complies with the terms and conditions of the Agreement, you will receive a \$25 Visa Gift Card; and
2. For each Referred Customer who (1) opens a Fleetworthy Toll Management Account with more than 5 vehicles, and who (2) fully complies with Fleetworthy Toll Management Account funding requirements, and who otherwise complies with the terms and conditions of the Agreement, you will receive a \$100 Visa Gift Card.
3. Referred Customers will receive a confirmation email from Fleetworthy explaining that they have been referred by a customer