

**RAMP PARTNERSHIP AGREEMENT**

This Ramp Partnership Agreement (“Agreement”) is entered into as of the date of last signature below (“Effective Date”), and is made between Ramp Business Corporation, located at 28 W 23 St, Floor 2, New York, NY 10010 (“Ramp”) and J2 Bookkeeping - Partner, located at 513 Creekside Circle, New Braunfels, TX 78130, United States (“Partner”). Ramp and Partner are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Ramp provides the next generation of finance tools — from corporate cards and expense management, to bill payments and accounting integrations — designed to save businesses time and money. Partner provides accounting and finance services. This Agreement, including the exhibit(s) attached hereto, sets the terms of referrals by Partner of Customers to Ramp to apply for and receive the Ramp Services. The Parties agree as follows:

**1. Definitions.** These words and phrases have the following meaning:

- a. **“Confidential Information”** means confidential or proprietary information that either Party may disclose or make available to the other Party, in any form or manner that is designated or identified as or reasonably understood to be confidential, proprietary, or secret. Confidential Information includes Customer Information, transaction information, and any information concerning a Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement. For clarity, Customer Information collected by Ramp, or provided by a Lead during the Ramp Services application process, whether or not such application process occurs on or through Partner’s website, is Ramp’s Confidential Information; except that the Parties may separately collect Customer Information during the course of providing each Party’s services (such as an e-mail address) that is identical to the information collected by the other Party.
- b. **“Customer”** means a user of the Partner Services.
- c. **“Customer Information”** means any personal or corporate information provided by or through specific Customers that (i) is collected from Customers by Partner and provided to Ramp, (ii) is collected from Ramp Users by Ramp and provided to Partner, or (iii) is shared between the Parties as part of each Party’s reporting obligations.
- d. **“Fees”** means the specific amounts owed by a Party as specified in the exhibit(s) attached hereto.
- e. **“Influences”** means a referral (i) from Partner to Ramp that has previously been referred or submitted by another party (other than Partner), (ii) is in Ramp’s active sales process but not already a Ramp User, (iii) that Partner assists Ramp in closing, (iv) that subsequently becomes a Ramp User through such referral by Partner in accordance with this Agreement, and (iv) that meets the Referral Fee Criteria, if applicable.
- f. **“IP”** means registered or unregistered trademarks, service marks, trade names, business names, design rights, database rights and any application for registration of any such rights; know-how, confidential information, trade secrets, franchise interests, license interests, patent rights, copyright interests in respect of software, systems content, utility models inventions and related rights; property rights, interest in any services, software, or hardware and all other similar property and proprietary rights.
- g. **“Leads”** means both Partner Leads and Ramp Leads.
- h. **“Partner Lead”** means a Customer or other third party that (i) has not previously been referred or submitted by Partner or any other party, (ii) has not been in Ramp’s active sales process at the time of referral by Partner or during the prior six months, (iii) subsequently becomes a Ramp User through a referral by Partner in accordance with this Agreement, and (iv) meets the Referral Fee Criteria, if applicable.
- i. **“Partner Services”** means the services and platform provided by Partner to Customers through services, websites, or other channels.
- j. **“Ramp Lead”** means a Ramp User or other third party that subsequently becomes a Customer through a referral by Ramp in accordance with this Agreement and that meets the Referral Fee Criteria, if applicable.

- k. **“Ramp Services”** means the expense and corporate card management services, and all other services provided by Ramp and its partners as such services are offered generally to the public.
- l. **“Ramp User”** means a business that utilizes the Ramp Services.
- m. **“Referral Fee Criteria”** means the requirements or conditions for compensation specified in the exhibit(s) hereto.
- n. **“Shared User”** means a Partner Lead referred by Partner to Ramp pursuant to this Agreement, who signs up for Ramp (the free version) and uses a Ramp Card or Ramp Bill Pay service, and, in the case of a Customer, that continues to be both a Customer and a Ramp User in good standing during each calendar month or, in the case of another third party, that continues to be a Ramp User in good standing during each calendar month.
- o. **“Sources”** means a referral (i) from Partner to Ramp that has not previously been referred or submitted by Partner or any other party, (ii) that is not already a Ramp User, (iii) that subsequently becomes a Ramp User through such referral by Partner in accordance with this Agreement, and (iv) meets the Referral Fee Criteria, if applicable.

Additional definitions may be made in-line in this Agreement or the exhibit(s) attached hereto.

**2. Obligations of the Parties.**

**a. Partner Obligations.** Partner will:

- i. Refer Customers or other third parties to Ramp to participate in the Ramp Services in the manner set forth in the Referral Agreement Exhibit, or as otherwise agreed by the Parties.
- ii. Maintain records of Leads.
- iii. Accurately represent Ramp, the Ramp Services, and the relationships of the Parties as permitted in this Agreement.
- iv. Pre-qualify Partner Leads where possible in accordance with Ramp’s underwriting guidelines.

**b. Ramp Obligations.** Ramp will:

- i. Maintain records of Leads.
- ii. Accurately represent Partner, the Partner Services, and the relationships of the Parties as permitted in this Agreement.
- iii. Pay the Fees as provided in the Referral Agreement Exhibit for each Ramp Lead that meets the Referral Fee Criteria.

**3. Communication.**

- a. Communication activities are expressly limited to what has been mutually agreed to by Ramp and Partner as set forth in the exhibit(s) attached hereto, or as otherwise agreed by the Parties. Partner may not issue any public statements, including any press releases and marketing, or otherwise refer to Ramp without the prior written consent of Ramp.
- b. Ramp is solely responsible for communication with Ramp customers regarding the Ramp Services and Partner is solely responsible for communication with Partner customers regarding the Partner Services.
- c. Partner will not attribute any fees or costs that it charges Customers to Ramp or identify such fees as fees for use of the Ramp Services, unless mutually agreed to by the Parties as set forth in the exhibit(s) attached hereto.

**4. Compliance.** Partner will not promote the Partner Services on any website, email or other communication that contains any content or material that promotes sexually explicit materials; violence; discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; illegal activities; or incorporates any materials that infringe or assist others to infringe on any copyright, trademark or other intellectual property rights; or to violate

the law. Partner will not use misleading advertising, or any other deceptive means, to generate or refer Partner Leads. Partner will be solely liable for the content of its websites and other marketing materials, and will ensure that such content complies with unfair, deceptive, and abusive acts and practices laws, applicable privacy laws, and all other laws applicable to the Partner Services and the marketing of card products. Partner will not use deceptive means to refer Partner Leads or refer Partner Leads without the Customer's or third party's express written consent in accordance with Partner's privacy policies and applicable law. If Ramp determines in its reasonable discretion that Partner has violated this Section 4, Ramp may Terminate for Cause in accordance with Section 11.b and Ramp will be entitled to a full refund of Fees from Partner that Ramp determines in good faith were earned through deceptive or illegal means or otherwise in violation of this Section 4, as well as any and all other legal remedies available to it.

**5. [Intentionally Omitted.]**

**6. Trademarks and IP.**

- a. Partner Trademark License.** Partner will provide Ramp with relevant sales and marketing collateral, and a mechanism to refer Partner Leads (e.g., co-branded landing page, advisor console, lead registration or other workflow pre-approved by Ramp). Subject to the terms of this Agreement, Partner hereby grants to Ramp a non-exclusive, royalty-free, non-transferable and non-sublicensable license during the Term to use Partner's trademarks, trade names, service marks and logos that Partner identifies in writing to Ramp from time-to-time during the Term (collectively, "Partner Marks") solely to promote and market the Partner Services to prospective Ramp Leads and for use with the activities described in, and in the manner mutually agreed, in this Agreement, including any agreed-upon joint marketing activities as described in subsection (c) below. Should Partner find objectionable any use of the Partner Marks by Ramp, Partner will have the right to revoke, with respect to the objectionable use, the rights granted to Ramp under this Section 6.a to use the Partner Marks, and Ramp will promptly cease using the Partner Marks in the manner Partner finds objectionable.
- b. Ramp Trademark License.** Subject to the terms of this Agreement, Ramp hereby grants to Partner a non-exclusive, royalty-free, non-transferable and non-sublicensable license during the Term to use Ramp's trademarks, trade names, service marks and logos that Ramp identifies to Partner from time-to-time during the Term (collectively, "Ramp Marks" and collectively with the Partner Marks, the "Marks") solely to promote and market the Ramp Services to prospective Partner Leads and for use with the activities described in, and in the manner mutually agreed, in this Agreement, including any agreed-upon joint marketing activities as described in subsection (c) below. Should Ramp find objectionable any use of the Ramp Marks by Partner, Ramp will have the right to revoke, with respect to the objectionable use, the rights granted to Partner under this Section 6.b to use the Ramp Marks, and Partner will promptly cease using the Ramp Marks in the manner Ramp finds objectionable.
- c. Co-Marketing.** The Parties may engage in joint marketing activities from time to time as mutually agreed in writing by both Parties (email to suffice). In connection with such mutually agreed activities, each Party may provide one-pagers, case studies, C-suite quotes, co-branded landing pages, customer referrals, or other marketing materials.
- d. Proprietary Rights.** Each Party acknowledges that: (i) Partner will remain the sole and exclusive owner of all right, title and interest in and to the Partner Marks and all other Partner IP; (ii) Ramp will remain the sole and exclusive owner of all right, title and interest in and to the Ramp Marks and all other Ramp IP; and (iii) neither Party grants any right or license (whether by implication, estoppel or otherwise) in its Marks or IP other than the licenses set forth in this Section 6 or as otherwise mutually agreed in writing by the Parties (email to suffice). Each Party agrees that its use of the other Party's Marks and all goodwill related to the use of a Party's Marks by the other Party shall inure to the benefit of the owner of such Marks.

**7. Confidentiality.** While performing its obligations under this Agreement, each Party may have access to the other Party's Confidential Information, and to protect the other Party's Confidential Information each Party agrees to the following:

- a. Obligations.** Each Party will maintain confidential and not disclose and may only make use of the other Party's Confidential Information as necessary to fulfill its obligations under this Agreement. For clarity,

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Partner will maintain confidential and not disclose the commercial or financial terms of this Agreement, including any Fees or discounts provided by Ramp, provided that any such publicly available terms shall not be subject to confidentiality obligations. These obligations will continue for two years after termination of this Agreement except as may be required by law; except that the obligation related to any sensitive Customer Information, if any, will continue indefinitely.

- b. Exceptions to Obligations.** Each Party's obligations pursuant to this Section 7 do not apply to Confidential Information that (i) it rightfully has in its possession prior to the Effective Date; (ii) it independently developed without access to or use of the other Party's Confidential Information; (iii) is or becomes generally known to the public other than by breach of this Agreement by the Party; or (iv) the Party rightfully receives from a third party without the obligation of confidentiality. Each Party may disclose Confidential Information as required under a valid court order but will notify the other Party as soon as practicable unless prohibited by the order.
- c. Customer and Ramp User Privacy.** Each Party is committed to protecting the privacy of identifying and demographic data attached to individuals that may be collected through the performance of this Agreement ("PII"). Each Party agrees that PII will be collected pursuant to a commercially reasonable privacy policy posted on the Party's website. Each Party reserves the right to change its privacy policy from time to time; provided that the Party will notify the other Party of any change that materially affects the manner in which such Party uses PII.
- d. Notice for Security Breach.** Each Party will notify the other Party of all known or suspected breaches of the other Party's Confidential Information or PII within 24 hours after discovery and will fully cooperate with any remedial actions reasonably requested by the other Party.
- e. Destruction of Confidential Information.** Each Party will promptly deliver or destroy, as requested by the other Party, any Confidential Information in its possession belonging to the other Party upon termination of this Agreement.
- f. Enforcement.** If either Party breaches these obligations relating to Confidential Information or PII, the other Party may immediately terminate this Agreement and seek legal, equitable, or injunctive relief.
- g. Records and Review.** The Parties will keep reasonable records of Customer Information and Lead reports and all other records related to a Party's performance under this Agreement for two years after termination of this Agreement. Either Party may request certification that the records provided to the other Party are reasonably accurate and complete. Where the requesting Party discovers material errors or failures, the Parties will work in good faith to resolve such discrepancies.

**8. Warranties; Disclaimer.** Each Party warrants that it: (a) has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; and (d) will comply with all applicable laws and regulations in its performance of this Agreement. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**9. Indemnification.** Each Party ("Indemnifying Party") agrees to indemnify and hold harmless the other Party and their respective officers, directors, employees, agents and representatives (the "Indemnified Parties") from all third-party demands, claims, fines, judgments, actual attorneys' fees, or other damages of any kind that arise from the Indemnifying Party's: (a) material breach of the terms of this Agreement; (b) gross negligence or intentional misconduct; (c) breach of warranties; or (d) breach of applicable law.

**10. LIMITATION OF LIABILITY.** NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION PURSUANT TO SECTION 7 AND EACH

PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9, THE MAXIMUM LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT FOR DIRECT LOSSES WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUCH PARTY IN THE THREE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM WAS MADE. THESE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE SPECIFIC LEGAL THEORY APPLIED OR WHETHER THE CLAIMS ARISE FROM CONTRACT, TORT, OR ANY OTHER THEORY.

**11. Term and Termination.**

- a. **Term.** The term of this Agreement begins as of the Effective Date and will continue for one year (the "Initial Term") and will automatically renew for successive one-year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), until terminated by either Party as provided below.
- b. **Termination.** During the Initial Term, Ramp may terminate this Agreement without cause and for any reason by providing at least 60 days' written notice to Partner; and during any Renewal Term, either Party may terminate this Agreement without cause and for any reason by providing at least 60 days' written notice to the other Party ("Termination for Convenience"). Either Party may also immediately terminate this Agreement upon written notice to the other Party in the event (i) of a material breach by the other Party that is: (1) not cured within 30 days of written notice of intent to terminate for such a breach; or (2) by its nature, not curable; or (ii) the other Party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law ("Termination for Cause").
- c. **Effect of Termination.** Except as otherwise expressly stated in the Referral Agreement Exhibit, each Party will only be entitled to the Fees through the date of termination; except that in the case of a Termination for Cause by the other Party, a Party's rights to any Fees will terminate as of the date of the occurrence of the circumstances that lead to Termination for Cause by the other Party.
- d. **Survival.** All provisions of this Agreement which give rise to continuing obligations of the Parties will survive its expiration or termination, including the terms of Section 7 (Confidentiality), Section 9 (Indemnification), Section 11.c (Effect of Termination), this Section 11.d (Survival), Section 12 (Miscellaneous), and the Referral Agreement Exhibit.

**12. Miscellaneous.**

- a. **Governing Law and Venue.** Disputes, controversies, and claims resulting from a Party's rights and obligations under this Agreement ("Dispute"), whether in contract, tort, equity, or otherwise, will be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York; and, subject to Sections 12.b (Dispute Resolution) and 12.c (Waiver of Jury Trial), will be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York.
- b. **Dispute Resolution.** The Parties will resolve Disputes in good faith and in a timely manner by mutual consultation among the designated representatives of each Party. If a Dispute remains unresolved for more than 60 days, either Party may escalate the Dispute for resolution by senior executives from each Party. Each Dispute not resolved by the Parties by mutual consultation will be determined by arbitration in New York, New York before a single arbitrator. The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the State of New York, exclusive of its conflict or choice of law rules. Nothing in this section will preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to this Agreement. Either Party may commence arbitration by providing to JAMS and the other Party a written demand for arbitration, setting forth the subject of the Dispute and relief requested. The existence of a Dispute and observance by the Parties of the Dispute resolution procedures in this section will not excuse a Party from continuing to perform its obligations under this Agreement. Nothing in this

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Agreement affects the right of a Party to institute proceedings to seek urgent injunctive or declaratory relief in respect of a Dispute or any matter arising under this Agreement. If any Dispute leads to an arbitration or other legal proceeding to resolve such Dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded. To the extent permitted by applicable law, all arbitration proceedings will be subject to Section 7 (Confidentiality).

**c. Waiver of Jury Trial.** WHERE APPLICABLE, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY PRODUCTS OR SERVICES, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE PREVAILING PARTY IN ANY LITIGATION WILL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS' FEES AND EXPENSES AND ANY OTHER REASONABLE COSTS INCURRED.

**d. Relationship of the Parties.** Partner and Ramp are independent contractors and nothing in this Agreement will be read to form an employer-employee, partner-subsiary, principal-agent, partnership, or joint venture relationship between Partner and Ramp.

**e. Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given (i) if delivered personally, when received, (ii) if sent by reputable courier service, at the time indicated on the courier service's delivery receipt, or (iii) by electronic mail. Business notices may be sent to the respective business leads for the Parties and general and legal notices will be sent via certified mail, return receipt requested or by electronic mail to:

**If to Ramp:**

Ramp Business Corporation

Attn: General Counsel

28 W 23rd Street, Floor 2  
New York, NY 10010

With a copy to: legal@ramp.com

**If to Partner:**

J2 Bookkeeping - Partner

Attn: Jimmie Needles

513 Creekside Circle, New Braunfels, TX 78130,  
United States

With a copy to: jneedles@j2bookkeeping.com

**f. Taxes.** Each Party is responsible for payment of all federal, state, or local taxes, fines, and levies (collectively "Taxes") owed on their respective income based on payments made to them by Customers and Ramp Users. Partner is solely responsible for payment of Taxes on Fees it receives.

**g. Assignment.** Neither Party may assign or delegate this Agreement, or any rights or duties provided herein, without the prior written consent of the other Party. Any attempts to do so will be void. Where authorized, this Agreement will inure to the benefit of and will be binding upon the Parties' successors and assigns.

**h. Enforcement.** The failure of either Party at any time to enforce any provision of this Agreement or require performance by the other Party will not constitute a waiver of such provision or affect either the validity of this Agreement or either Party's right or subsequent rights of enforcement.

**i. Severability.** In the event that any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions will remain and be reformed in a manner as to best reflect the intent of the Parties.

**j. Force Majeure.** Neither Partner nor Ramp will be considered in default of this Agreement to the extent that any delay or failure in the performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lockouts.

**k. Agreement.** This Agreement, including appended exhibits, comprises the entire understanding of the Parties with respect to the subject matter discussed, and supersedes all other proposals or previous understandings,

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written or oral, between the Parties. This Agreement controls where there are inconsistencies or conflicts between this Agreement and the Parties' other communications or understandings; and modifications or amendments to this Agreement are only effective when made in writing and signed by both Parties.

- I. **Counterparts.** The Parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

*[signature page follows]*

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By signing below, each Party represents and warrants that (a) it has read, understands, and agrees to be bound by this Agreement and (b) it has full power and authority to accept this Agreement.

<b>J2 Bookkeeping - Partner</b>	<b>Ramp Business Corporation</b>
	
Signature	Signature
Print Name: Jimmie Needles Print Title: Owner Date: 11/20/2025	Print Name: Michael Manne Print Title: VP, Sales Date:



Referral Agreement Exhibit

Partner will feature and promote the Ramp Services to undisclosed Customers and third parties as set forth below:

1. Referral Fees.

- a. **Definitions.** For the purposes of this Referral Agreement Exhibit, the following definitions will apply:
  - i. **“Annual Contract Value (ACV)”** means a Partner Lead’s annual fees from MAU-based pricing and purchase of an annual subscription for Ramp Plus or Ramp Enterprise. By way of example, if a Partner Lead has 400 MAUs at \$12 per MAU and purchases a \$15,000 annual subscription,  $ACV = 400 * 12 * \$12 + \$15,000 = \$72,600$ .
  - ii. **“Monthly Active User (MAU)”** means a credentialed employee of a Partner Lead who uses their Ramp Card, submits Reimbursements, or leverages Administrator capabilities in a given month.
  - iii. **“Ramp Card”** means a corporate credit card issued by Ramp and/or its issuing bank to a Ramp User.
  - iv. **“Ramp Bill Pay”** means the bill payment program provided by Ramp to a Ramp User to manage and pay invoices to third-party vendors and merchants.
- b. **Ramp to Partner Lead Referral Fee Terms.** Ramp will pay Partner Leads that meet the below Ramp Referral Fee Criteria a one-time sign-up bonus of \$500 USD (“Ramp Sign-Up Bonus”).
- c. **Ramp to Partner Referral Fee Terms.** Ramp will pay Partner a one-time sign-up bonus of \$500 USD for each Partner Lead that meets the below Ramp Referral Fee Criteria (“Ramp Sign-Up Bonus”).
- d. **Ramp Referral Fee Criteria.** Partner Leads who are referred by Partner to Ramp in accordance with this Agreement via a co-branded landing page, advisor console, lead registration, e-mailbox or other workflow pre-approved by Ramp, that Partner either Influences or Sources, and either (i) apply for and are approved for a Ramp Card and spend and repay at least \$1,000 USD on such approved Ramp Card within ninety days after opening a Ramp account, or (ii) pay at least three bills using Ramp Bill Pay (exclusive of manual payments) within ninety days after opening a Ramp account, whichever occurs sooner, will be eligible for the above Ramp Sign-Up Bonus.
- e. **Ramp Referral Fee Payments.** Beginning on the 2nd calendar month after execution of this Agreement, Ramp will calculate any earned Ramp Sign-Up Bonuses for the 1st month and will pay the Ramp Sign-Up Bonuses by the end of the 2nd month. The payment period would continue as such, with Ramp paying on month M+1, where M is the month in question, unless Ramp in its sole discretion decides to provide earlier payment.

By way of example only, if this Agreement is signed in February 2025, then Ramp will calculate February Ramp Sign-Up Bonuses in March 2025 and provide the payment by March 31, 2025. For the March 2025 payment, Ramp will pay it by April 30, 2025, and so on.

For clarity, Partner will receive a Ramp Sign-Up Bonus regardless of whether Partner Influences or Sources a deal.

All payments are subject to the Payment Considerations set forth below.

2. Ramp Discounts.

- a. Ramp will offer the discounts set forth below to Partner Leads, rounded to the nearest \$0.25 per MAU:
  - i. Up to 500 MAUs: 10% off Ramp’s generally available ACV
  - ii. 500+ MAUs: 15% off Ramp’s generally available ACV

3. Payment Considerations.

- a. In no event will either Party be liable for any Fees or other compensation except as expressly stated in this Referral Agreement Exhibit and provided all applicable criteria have been met.

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- b. **W-9 Form Submission.** Partner understands and agrees that it must complete and return to Ramp a Form W-9 (available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>) before Ramp can pay any Fees to Partner.
- c. **Billing Errors.** Each Party will notify the other Party of any payment errors or discrepancies promptly, but no later than ninety days after the date of such erroneous payment, or else the Party waives any claim based on such error or discrepancy.

# Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



## Summary of Contracts

This document contains the following contracts.

Title	ID
Partnership Agreement (J2 Bookkeeping - Partner and Ramp)	e1ed862d-b25f-462b-8759-7ce72dafd626

## Contract signed by:

<b>Jimmie Needles</b>	Signer ID:	578813d0-12cc-4889-98cc-272c6dd0a884
	Email:	jneedles@j2bookkeeping.com
Date / Time:	Nov 20, 2025 at 7:07 PM UTC	
IP Address:	108.241.248.187	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Safari/537.36 Edg/142.0.0.0	