

MEMORANDUM OF UNDERSTANDING · SUMMARY AND LETTER OF INTENT

Empower Partner Memorandum of Understanding

BETWEEN **AccuSights, Inc.**, a Delaware corporation, 2058 N. Western Ave, Chicago, IL 60647 ("AccuSights")
AND _____ ("Partner")

RECITALS

- A.** AccuSights operates an AI-enabled platform and services that help organizations assess cyber risk and prepare for and maintain compliance with frameworks such as CMMC 2.0, NIST 800-171, HIPAA, SOC 2, ISO 27001, PCI DSS, GDPR and NIS2, and, through its wholly owned subsidiary AccuSights LLC, obtain 24x7 security monitoring (Protect) and fractional CISO advisory (vCISO).
- B.** Partner is a trusted advisor to organizations that face those requirements, as an MSP or IT firm, CPA or accounting firm, law firm, insurance broker, fractional CFO, auditor, or compliance consultant.
- C.** The parties intend to work together under the Empower Partner Program so that Partner's clients gain compliance and security capability, Partner earns a lasting share of the revenue its introductions create, and AccuSights grows through relationships its clients already trust. **Client wins. Partner wins. AccuSights wins.**

1 Purpose of this Memorandum

This Memorandum records the parties' intent and summarizes the Program terms Partner expects to enroll under. It is **not** the partner agreement: the binding terms are the **AccuSights Empower Partner Agreement v2026.10, Schedule 1** and the **Empower Partner Program Guide**, which Partner accepts in the Partner Portal (Section 7).

2 Tier and rate Partner intends to enroll in - check one

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TIER 1

Empower Referrer

15%

year 1 - 7.5% year 2 - 3.75% year 3 and after, for life

Partner shares its Unique Link or registers referrals; AccuSights sells, delivers and manages. 15% of Gross Revenue Collected in the client's first year, 7.5% in the second, 3.75% in the third year and every year after, for as long as the client pays. **Earn 15% for the first year and a share for life.**

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TIER 2

Empower MSP Partner

30 / 35 / 40%

Core / Select / Elite - flat every year on Managed Clients

Partner brings clients and manages the account: co-manage, bundle, wholesale or white-label (wholesale = list less Partner's Level rate). Plus **10%** on AccuSights-sourced accounts Partner is assigned to manage. Referred but not managed: Level rate in year 1, half in year 2, a quarter from year 3, for life. **30-40% on every client you manage, every year.**

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TIER 3

Platform Partner

40 / 45 / 50%

Core / Select / Elite - flat on everything delivered in-platform

Partner brings clients and delivers Assess / Comply engagements and Continuous Compliance subscriptions inside the AccuSights platform. Protect / vCISO Partner refers: **30% → 15% → 7.5%**; anything else Partner refers but does not deliver: **20% → 10% → 5%**. **40-50% on every engagement you deliver in our platform.**

All rates apply to **everything the tagged client buys from AccuSights, Inc. or AccuSights LLC**, for the **lifetime of the client**. The client year runs from first payment; referred-only step-downs happen on that client's anniversary; the third-year rate is a permanent floor. Levels (Core, Select, Elite) reflect tenure, commitment, co-marketing and volume: reviewed every January, promotion effective the next month, demotion only after 90 days' notice and a cure period. AccuSights, Inc. pays all commissions.

3 Lifetime tagging, in summary

- **Tagged to Partner when** the client signs up or buys within **180 days** of clicking Partner's link; Partner registers the referral before the client's first contact with AccuSights; the client names Partner; or AccuSights confirms Partner's introduction. **First valid registration wins.**
- **Cannot be tagged:** existing AccuSights customers and prospects active in AccuSights' pipeline in the prior **90 days**; AccuSights says so within 5 business days.
- **The tag survives** tier and level changes, a switch between referred-only and managed status, new services, expansion, renewals and a change of control of AccuSights.
- **The tag ends only if** the client asks in writing to disassociate, Partner is terminated for cause or fraud, Partner actively moves the client to a competitor, or the client pays nothing for **24 consecutive months**.
- **If AccuSights is acquired**, tags bind the buyer, unless within 180 days after the change of control AccuSights or the buyer elects a one-time Buyout Payment of **3x** (Tier 1) or **6x** (Tier 2 and 3) Partner's most recent monthly statement, minimum \$250, paid within 30 days. Commissions already earned are still paid.

4 What each side commits to

ACCUSIGHTS WILL

Sell, deliver, pay and protect the tag

- Provide the Partner Portal, Unique Link, dashboard, marketing kit and enablement.
- Sell, contract, deliver, support and bill the client (referral and co-sell); provide platform, AI, templates, QA and optional backend delivery (Tier 3); L2/L3 support behind Partner's brand (white-label).
- Pay commissions monthly by the 15th on collected revenue, by Stripe Connect (ACH), with statements per client; claw back only refunds and chargebacks within 90 days.
- Give 30 days' notice of Program Guide changes; never apply a rate reduction to a client Partner has already tagged. A Level change only moves the rate line, never a tag.
- Not solicit a tagged client to drop Partner, re-paper around Partner's commission, or move the client to another partner.
- Approve deal registrations within 2 business days; honor a 120-day protection period and 10% incumbency at renewal (Tier 2/3).
- Accrue MDF at 3% of partner-sourced revenue (Tier 2/3).

PARTNER WILL

Represent accurately, disclose, and play by the rules

- Represent AccuSights accurately, using approved claims, and never promise certification, an audit pass, compliance or breach prevention.
- Make the FTC material-connection disclosure wherever it promotes AccuSights.
- Not spam, bid on AccuSights brand terms, register confusing domains or handles, offer discounts or side promises, give gifts over \$150, or submit orders that are not genuine.
- Follow its own professional rules (AICPA § 1.520 / Illinois 68 IAC 1420.200 for CPAs; Rules 1.7 / 1.8 for attorneys) using the disclosure templates, or elect the Client Credit Option so the Tier 1 schedule (15% / 7.5% / 3.75%) is applied as a credit to the client's invoices instead.
- **Tier 2:** name a partner manager, complete the 2-hour certification, join a quarterly check-in, flow AccuSights' terms down to white-label end clients, and ensure end clients accept the AccuSights LLC Protect Services Agreement before Protect is activated.
- **Tier 3:** name a practice lead, complete the 1-day platform certification, provide one case study a year, accept QA on the first two engagements, and own its professional work product and independence obligations.

5 · 6 Binding and non-binding provisions

Except for Sections 5 and 6, this Memorandum is not binding.

It creates no obligation on either party to enroll, to refer, to pay any commission, or to enter any further agreement. Any commission, tag or program benefit arises only under the Empower Partner Agreement once accepted in the Portal. **Confidentiality (binding, 3 years):** each party keeps confidential, and uses only to evaluate and pursue the partnership, any non-public information the other discloses (including unpublished pricing, wholesale rates, client and prospect names, and pipeline), with the usual exceptions for public, already-known, independently developed or legally compelled information. **Non-circumvention (binding, 12 months):** AccuSights will not use a prospect Partner identifies by name in writing to appoint another partner to it or to exclude Partner from a tag that would otherwise arise on enrollment; Partner will not use AccuSights' confidential information to introduce that prospect to a competing platform or provider. Neither party is restricted as to any client or prospect it can document it was independently engaged with before the disclosure. **Governing law:** Illinois; exclusive venue in the state and federal courts in Cook County, Illinois.

7 Next steps

1 Sign

Partner's principal signs below, electronically or in ink.

2 Enroll

At accusights.com/empower: Tier 1 by clickwrap; Tier 2 or 3 by e-signature, countersigned by AccuSights within two business days.

3 Go live

Unique Link (accusights.com/r/yourcode), portal.accusights.com dashboard and kit immediately; add Stripe Connect payout details and W-9 / W-8 before the first payout.

4 Onboard

Tier 2 / 3: onboarding call with Kashmala Khalid within one week; certification within 60 days (Tier 2) or before the first engagement (Tier 3).

ACCUSIGHTS, INC.

By _____
 Name Samad Khan
 Title Chief Executive Officer
 Date _____

PARTNER

By _____
 Name _____
 Title _____
 Company _____
 Email _____
 Date _____

Intended Tier: ☐ 1 Referrer ☐ 2 MSP Partner ☐ 3 Platform Partner
Profession (if regulated): ☐ CPA ☐ Attorney ☐ Broker ☐ Other

Partnerships contact: Kashmala Khalid, Managing Partner · kash@accusights.com · +1 (773) 747-7490 · accusights.com/empower

AccuSights, Inc., 2058 N. Western Ave, Chicago, IL 60647 · Program terms: Empower Partner Agreement and Program Guide at accusights.com/legal · Version 2026.10, effective November 1, 2026. This Memorandum summarizes, and does not replace, the Empower Partner Agreement v2026.10, Schedule 1 and the Program Guide. Program operated by AccuSights, Inc.; Protect and vCISO delivered by AccuSights LLC. AccuSights is not a C3PAO and is not affiliated with the Cyber AB or DoD.