

## **Cyndx Referral Program Terms and Conditions**

Cyndx Networks LLC (“Cyndx”) offers eligible individuals (each, a “Participant”) the opportunity to participate in the Cyndx Referral Program (the “Program”). The Program provides an opportunity for Participants to earn a fee for referring prospective customers (each, a “Referred Party”) to Cyndx.

These terms and conditions (the “Referral Terms”) govern participation in the Program. By participating in the Program, you agree to the Referral Terms (as they may be modified from time to time). You are not authorized to participate in the Program if you do not agree to the Referral Terms in their entirety.

Cyndx may at any time, in its sole discretion, update the Referral Terms without prior notice or consent. Any modifications of the Referral Terms will be posted on Cyndx’s website, and continued participation in the Referral Program shall constitute consent to the modified Referral Terms.

Cyndx also reserves the right to disqualify any Participants at any time from participation in the Program.

### **Referral Submission Process.**

1. To make a referral, the Participant must complete and submit the designated referral form (each submission is considered a “Referral”) on Cyndx’s website. The completed form must indicate the following:
  - a) the Participant’s name, email address, and telephone number;
  - b) the company name of the Referred Party; and
  - c) the contact information of a valid contact at the Referred Party (the “Referred-Party Contact”) personally known to the Participant. The contact information shall include the Referred-Party Contact’s name, title, and valid email address.
2. The Referred-Party Contact must hold buying authority in the Referred Party’s organization and be at least 18 years of age.
3. For a Participant to be eligible for the Program, the applicable Referred Party must not (a) be a current or past Cyndx customer or (b) have received any communication from Cyndx within ninety (90) days prior to the Referral.

### **Referral Evaluation.**

1. Each Referral will be reviewed by Cyndx to determine its validity and eligibility.

2. Once reviewed, Cyndx will notify the Participant by email of the status of the Referral.
3. Any Referral may be rejected without explanation for any reason (or no reason at all).
4. Submitting a Referral does not obligate Cyndx to take any action with respect to the Referral.
5. Participant has no right to audit or otherwise review Cyndx's books and records regarding any Referral, and Cyndx has no obligation to provide Participant or any other person access to Cyndx's books and records.

#### **Referral Fee.**

1. If the Referred Party becomes a Cyndx customer within three (3) months after the date of the Referral, Cyndx shall pay the Participant a fee (a "Referral Fee") in cash. If the Referred Party enters into an agreement with a committed term of one year or longer, then the Referral Fee will be equal to ten percent (10%) of the fees for the first twelve (12) months paid by the Referred Party and actually received by Cyndx (such amount excludes any taxes that may be included in such annual fees). For clarity, if a Referred Party enters into an agreement and pays for a twenty-four (24) month committed term of services, the Participant is only eligible to receive payment for twelve (12) months of services. If the Referred Party enters into an agreement with a committed term of less than one year, then the Referral Fee shall equal ten percent (10%) of the fees payable by the Referred Party to Cyndx over the term of such agreement. Notwithstanding the foregoing, the total amount of the Referral Fee per Referral shall not exceed a maximum of \$5,000.
2. The Referral Fee is a one-time payment. The Participant will not be entitled to any fee or other payment for any additional agreements or any future payments made by the Referred Party to Cyndx. For clarity, Referral Fees are not paid on renewals of the Referred Party.
3. Referrals will expire after six (6) months from the date of submission. If Cyndx enters into an agreement with the Referred Party outside of such six-month period, the Participant is not entitled to the Referral Fee.
4. The Referral Fee will not be paid until after Cyndx has collected payment from the applicable Referred Party.
5. When the Referral Fee is owed, the Participant will be notified by Cyndx with written instructions on how to receive payment. The Participant will be required to provide such information and tax forms (such as a Form W-9) as may be requested by Cyndx before

any Referral Fee is owed. Payment of the Referral Fee may be subject to withholding if required by applicable law.

6. Failure to respond with the requested information and tax forms within ninety (90) days disqualifies the Participant from the Program and will result in forfeiture of any Referral Fee.
7. Cyndx may withhold or invalidate any Referral Fee it deems to be fraudulent, suspect or in violation of the Referral Terms or if Cyndx in its sole discretion believes that payment of the Referral Fee would violate applicable law or impose liability on Cyndx, its affiliates or any of their respective directors, officers, employees, representatives or agents.
8. PLEASE BE ADVISED THAT CYNDX WILL NEVER REQUEST THAT YOU MAKE A PAYMENT TO CYNDX TO PARTICIPATE IN THE PROGRAM.

### **Participant Eligibility**

To participate in the Program, you must be a citizen or tax resident of the United States of America and be at least 18 years of age. The Participant must not be an employee or owner of the Referred Party, and the Participant may not refer himself or herself. Employees of Cyndx or its affiliates or their immediate family or household members are not eligible to participate in the Program. This Program is void where such referral programs are prohibited or where participation in the Program would violate any applicable law or regulation.

### **Personal Information**

All personal information submitted by the Participant will be collected, processed and used in accordance with the Privacy Statement posted on Cyndx.com (as may be modified from time to time). By participating in the Program, the Participant represents that he or she has the Referred-Party Contact's consent to provide the Referred-Party Contact's contact information. The Participant understands that Cyndx may use the personal information provided by the Participant to contact the Participant regarding the Program and to send communications to Referred-Party Contact regarding Cyndx's products and services.

### **General Terms**

Termination. Cyndx may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or the Referral Terms at any time, without notice. Cyndx may, in its sole and absolute discretion, terminate or suspend any person's participation in the Program for breach of the Referral Terms or taking any actions that are inconsistent with the intent of the Referral Terms.

Release; Limitation of Liability. By participating in the Program, the Participant releases and holds harmless Cyndx, its affiliates and their respective directors, officers, employees, agents, representatives, equity owners, licensees, licensors and other business relations from any and all claims, demands, losses, liabilities, damages, costs, or expenses, including, without limitation, property damage, personal injury and/or death, arising out of or in any way connected to the Program. Except to the extent prohibited by law, each participant in the Program understands and agrees that under no circumstances will any participant be entitled to any award for any loss or damage in connection with or related to the Program, and each Participant waives, to the fullest extent permitted by applicable law, any and all rights to claim punitive, incidental, consequential or any other damages arising out of or related to the Program.

Indemnification. Each Participant agrees to indemnify, defend, and hold harmless Cyndx, its affiliates and their respective directors, officers, employees, agents and representatives from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from or related to any breach by the Participant of any of the Referral Terms or any violation by such Participant of applicable law.

Other Terms. By participating in the Program, you agree to and are bound by the Referral Terms. The Referral Terms constitute the entire agreement between you and Cyndx regarding the Program, and no prior agreements are of any force and effective. If you do not wish to agree to and abide by the Referral Terms in their entirety, you are not authorized to participate in the Program. The failure of Cyndx to exercise or enforce any right or provision of the Referral Terms shall not constitute a waiver of such right or provision. If any provision of the Referral Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Referral Terms remain in full force and effect. The section titles in the Referral Terms are for convenience only and have no legal or contractual effect. A person who is not a party to the Referral Terms shall have no right to enforce or receive the benefit of any of the Referral Terms. Any disputes, claims or causes of action arising out of related to the Program shall be resolved under the laws of the State of Florida (without reference to any conflict of laws principles), and the participant agrees to submit to the exclusive jurisdiction of the state and federal courts located in West Palm Beach, Florida.