

# StratifyPro Referral Agreement

## Terms & Conditions

Version 01.1

This Agreement outlines the terms and conditions for your participation as a Consultant Partner in the StratifyPro Consultant Partner Program (the "Program"). By joining the Program, you agree to these terms.

### 1. Your information and privacy:

We take the privacy of your information and the information you provide about your leads seriously. All information is covered by our Privacy Policy, available at <https://www.StratifyPro.app/privacy-policy>. This Agreement and Section 7 of the Privacy Policy work together to explain how we handle your information.

### 2. Our working relationship:

This Agreement defines how we will collaborate and what to expect from each other as partners in the Program.

### 3. Definitions

- Agreement: This Referral Program Agreement and all referenced materials.
- Program Policies: Policies governing specific Referral Program areas.
- Customer Terms of Service: The terms and conditions agreed to by the End User.
- StratifyPro/StratifyPro Strategy: VNC Technologies c/o StratifyPro public website and service branding.
- Subscription Service: Our web-based strategy execution suite, tools, and platform subscribed to by an End User (accessible via <http://app.stratifypro.com> or another designated URL), including website hosting and ancillary services.
- End User: The authorized user of the Subscription Service.

- End User Data: All information submitted or collected by the End User through the Subscription Service, including materials provided, posted, uploaded, or submitted for public display.
- List Price: The standard pricing for the Subscription Service, as listed at <https://www.stratifypro.com/stratifypro-pricing> (subject to change).
- Net Revenue: Initial and renewal fees, upgrade/downgrade fees, and add-on fees paid by an End User for the Subscription Service, net of discounts, taxes, and refunds (not due to our breach).
- Revenue Share: A percentage of Net Revenue paid to you by an End User (outlined in Section 4).
- Referral Program: Our referral program as described in this Agreement.
- Referrer Transactions: Transactions eligible for a Revenue Share (defined above).
- Registered Lead: A contact referred to VNC Technologies c/o StratifyPro through your unique referral link.
- Contact: An individual identified primarily by their email address.
- VNC Technologies c/o StratifyPro Content: All information, data, text, messages, software, sound, music, video, images, and tags we incorporate into our services.
- We/Us/Our/VNC Technologies c/o StratifyPro: VNC Technologies c/o StratifyPro
- You/Your/Referral Partner: The party (other than VNC Technologies c/o StratifyPro) entering the Agreement and participating in the Program.

## 4. Non-Exclusive Relationship

This Agreement does not create an exclusive partnership between us. Both you and we retain the right to recommend similar products or services from third parties and collaborate with other parties on related activities.

## 5. Partner Transactions

### 5.1 Registered Leads

Once you're approved as a Consultant Partner (within 3 business days of applying), we'll provide a form to upload referral leads.

## 5.2 Definitions:

- Contact: An individual identified by their email address.
- Lead Register: A shared repository of contacts you submit and we accept/deny (Google Sheet, Excel Sheet, or similar).
- Registered Lead: A contact we've accepted on the Lead Register, including:
  - Name
  - Email
  - Company
  - Company website
  - Job title
  - Country

## 5.3 Registration Process:

You'll use our form to register Contacts as Registered Leads. We'll review each submission and decide whether to accept or deny based on the following:

- Complete and accurate Contact information
- Not a current VNC Technologies c/o StratifyPro customer (direct or through an Authorized Reseller)
- Not a current VNC Technologies c/o StratifyPro sales prospect
- Registration/sale aligns with VNC Technologies c/o StratifyPro contracts

We may decline any Contact at our discretion. Accepted/denied status will be noted on the Lead Register, updated promptly.

## 5.4 Lead Expiration:

Registered Leads expire after 180 days without a purchase, requiring re-registration to maintain benefits.

### 5.5 Valid Registered Lead:

A Contact is a valid Registered Lead only if it's registered, accepted, active, and within the Agreement term.

## 6. Revenue Share and Payment

### 6.1 Tax and Bank Information

Before we issue commission payments, all Consultant Partners must submit their tax information to VNC Technologies c/o StratifyPro. This information should be accurate and complete. Additionally, you'll need to provide your bank's name, address, account name/number, and routing information (including Swift (BIC) code, IBAN, or ACH number) via email to [partners@StratifyPro.app](mailto:partners@StratifyPro.app).

### 6.2 Billing

You won't be responsible for collecting payments from referred leads. VNC Technologies c/o StratifyPro will directly bill the End User and handle all collection activities.

### 6.2 Revenue Share Eligibility

You'll be eligible for a Revenue Share for 3 years after a new End User (who is also your Registered Lead) subscribes to the Subscription Service and begins paid service, assuming no service interruption.

## 6.4 Revenue Share Percentage

The specific Revenue Share you receive depends on the Net Revenue generated by your referrals within a fiscal year. The exact percentage will be confirmed upon approval as a Referral Partner, as these rates may vary depending on your market or region. Revenue Share percentages typically range from 5% to 30%.

## 6.5 Revenue Share Payment

We (or one of our affiliates) will pay your earned Revenue Share within 60 days after the end of each fiscal quarter. This amount will be equal to the Net Revenue we recognize from your Referral Transactions during that quarter, multiplied by your designated Revenue Share percentage. We won't pay more than one Revenue Share per referral sale (unless we choose to do so at our discretion). If multiple Referral Partners contribute to a sale, we may apportion the Revenue Share based on our determination of their contribution.

## 6.6 Taxes

You are responsible for paying any taxes applicable to your Revenue Share. We reserve the right to offset any amounts owed by you against your commission payments.

## 6.7 Changes in Commission Rates

VNC Technologies c/o StratifyPro may, at its discretion, increase referral commissions based on your performance. However, these increases are not guaranteed and can be reverted to the original percentage if performance declines. We reserve the right to change, modify, or cancel any commission plan at any time.

## 7. Trademarks

You may use our trademarks during this Agreement only with our explicit permission and by following these guidelines:

- Use only the trademark images we provide, without alterations.
- Use our trademarks solely in connection with the Referral Program and this Agreement.
- Immediately comply with any request to discontinue trademark use.

You must not:

- Use our trademarks in a misleading or harmful way.
- Use our trademarks to imply our endorsement, sponsorship, or approval of your services or products.
- Use our trademarks in violation of any law or in connection with inappropriate content.

## 8. Proprietary Rights

### 8.1 VNC Technologies c/o StratifyPro Proprietary Rights.

- No license to any software is granted under this Agreement.
- The Subscription Service is protected by intellectual property laws.
- We own all rights to the Subscription Service and any related content.
- You may not copy, distribute, or modify the Subscription Service or any part of it without our written consent.
- Our trademarks, logos, and other brand identifiers are protected, and you may not use them without our permission.
- We welcome your feedback on the Subscription Service, but you agree that we own any suggestions you provide.

### 8.2 End User's Proprietary Rights.

- The End User has the right to access and use their portal within the Subscription Service.

- The End User owns their data within the Subscription Service.
- We may transfer ownership of the End User's portal under certain circumstances.

## 9. Confidentiality

Confidential Information means any confidential information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”). This includes information shared orally or in writing that is marked as confidential.

Information is not confidential if:

- It is or becomes publicly known through no fault of the Receiving Party.
- The Receiving Party already knew it before receiving it from the Disclosing Party.

The Receiving Party must:

- Protect the Disclosing Party’s confidential information as carefully as it protects its own confidential information.
- Only use the Disclosing Party’s confidential information for the purposes of this Agreement.
- Not share the Disclosing Party’s confidential information with anyone else.
- Limit access to the Disclosing Party’s confidential information to its employees, contractors, and agents.

The Receiving Party may disclose the Disclosing Party’s confidential information if required by law, court order, or government regulation.

## 10. Term & Termination

1. Term. This Agreement will continue as long as you participate in the Referral Program, unless terminated earlier.
2. Termination Without Cause. Either you or we can end this Agreement by providing 60 days’ written notice to the other party.
3. Termination for Cause. We can end this Agreement and/or suspend your or the End User’s access to the Subscription Service:

- If you materially breach this Agreement and don't fix it within 30 days of our written notice.
  - If you don't pay an amount owed within 15 days of our written notice.
  - Immediately, if you file for bankruptcy or a similar proceeding.
  - Immediately, if the End User violates the Customer Terms of Service or any laws.
  - Immediately, if your actions harm our reputation or business.
4. Effects of Expiration/Termination.
- We must still pay you a Revenue Share for End User payments we receive within 30 days of this Agreement ending, even if it ends early.
  - We won't pay you for End User payments we receive after 30 days of this Agreement ending.
  - If you or we end this Agreement for a reason other than normal expiration, your right to receive Revenue Shares ends immediately, even if you would have been eligible otherwise.
  - Unless stated here, you aren't entitled to Revenue Shares after this Agreement ends.

## 11. Representations and Warranties

You represent and warrant that:

1. You have the legal right to share prospect information with us for our sales and marketing activities as described in this Agreement.
2. Your participation in this Referral Program won't violate any other agreements you have.

## 12. Indemnification

You agree to protect us from any claims, lawsuits, or legal actions brought against us by third parties arising from:

- Your participation in the Referral Program.
- Our use of the prospect data you provided.
- Your failure to follow this Agreement.

If we are sued, we will:



- Notify you within 30 days.
- Let you control the legal defense or settlement.
- Help you with the defense or settlement if you ask us to.

You can't settle any claim without our written permission if it:

- Makes us responsible for something.
- Makes us admit wrongdoing.
- Covers things not in this agreement or limits our rights.

## 13. DISCLAIMER; LIMITATIONS OF LIABILITY

1. **DISCLAIMER OF WARRANTIES.** WE MAKE NO GUARANTEES ABOUT THE SUBSCRIPTION SERVICE, CONTENT, OR REFERRAL PROGRAM. THEY MAY NOT ALWAYS BE AVAILABLE, ACCURATE, OR SECURE. THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES. THIS INCLUDES WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **NO INDIRECT DAMAGES.** WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS INCLUDES LOST PROFITS OR BUSINESS OPPORTUNITIES.
3. **LIMITATION OF LIABILITY.** IF WE ARE FOUND LIABLE TO YOU OR SOMEONE ELSE, OUR TOTAL LIABILITY IS LIMITED TO THE REVENUE SHARE YOU EARNED IN THE PAST 12 MONTHS RELATED TO THE CLAIM.

## 14. Non-Solicitation

You agree not to try to hire any of our employees or contractors during this agreement or for one year after it ends. We both agree that:

1. General job postings are not considered solicitation.
2. This does not limit the ability of our employees or contractors to find new jobs.

## 15. General

### **Amendment; No Waiver.**

- We can change this Agreement. If we do, we'll tell you. The changes take effect on the next business day. Keep checking this Agreement for updates. If you disagree with a change, tell us within 30 days. If you do, this Agreement ends in 60 days, and we'll use the old version until then. We don't give up our rights if we don't use them right away.

### **Applicable Law.**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

### **Force Majeure.**

- Neither of us is responsible if we can't do what we agreed due to things like war, natural disasters, or power outages. We'll try to fix the problem.

### **Actions Permitted.**

- You can only sue us for non-payment or copyright issues within one year of the problem.

### **Relationship of the Parties.**

- We are not partners or employers of each other.

### **Compliance with Applicable Laws.**

- You must follow all laws, and you can't do anything that hurts us or our customers. Export laws apply to the Subscription Service.

### **Severability.**

- If part of this Agreement is illegal, the rest still applies.

### **Notices.**

- We'll send notices to the addresses we have. We can also send electronic notices through the partner portal or by email or phone.

**Entire Agreement.**

- This is the whole agreement. We don't agree to any other terms.

**Assignment.**

- You can't transfer this Agreement without our permission. We can.

**No Third Party Beneficiaries.**

- This Agreement is just between us.

**No Licenses.**

- You only get the rights in this Agreement.

**Sales by VNC Technologies c/o StratifyPro.**

- We can still sell to other customers.

**Authority.**

- We both can enter into this Agreement.

**Survival.**

- Some parts of this Agreement last even after it ends: Revenue Share and Payment, Proprietary Rights, Confidentiality, Effects of Termination/Expiration, Indemnification, Disclaimers; Limitation of Liability, Non-Solicitation, and General.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Company Name \_\_\_\_\_