

The following terms and conditions (“terms”) govern your participation in the We Sell Restaurants Referral Program, referred herein as the “referral program.”

1) Any person who submits required information referring a Business Seller to We Sell Restaurants, Inc. shall be eligible to participate in the Referral Program (referred to herein as “participants”). Each participant represents and warrants that:

- a. They are legal residents of the United States and are eighteen (18) years of age or older at the time of submitting a referral.
- b. The referral is personally known to participant.
- c. The contact information that the participant provides regarding a referral is the true contact information for such referral.

2) A “Qualifying Referral” is defined as (i) a participant successfully submitting, via the We Sell Restaurants, Inc. website (WeSellRestaurants.com) contact information for a business seller known to participant (including company name, name of owner or principal of company, company phone number, and company email address. A referral, which is not a “duplicate listing” as defined below; and (ii) where the referral subsequently lists their business We Sell Restaurants, Inc. would be considered a referral, We Sell Restaurants, Inc. reserves the right, in its sole discretion, to approve or deny a referral for listing We Sell Restaurants, Inc. A duplicate referral is defined as a listing that is currently or formerly a listing of We Sell Restaurants or its affiliates as a Seller Lead or a franchisee of a brand where We Sell Restaurants has an existing resale relationship (for franchises). In the event that two or more referrers refer a potential seller, We Sell Restaurants, Inc. will accept the first referral.

3) For each qualifying referral, the participant may be eligible to receive certain compensation. Compensation under the Terms and Conditions to Qualified Referral is twelve percent (12%) of the total commission earned and collected by We Sell Restaurants when a purchase is made. Commission is defined as the amount collected when a transaction is consummated and valid funds are received by We Sell Restaurants, Inc or its affiliates.

4) Referrals with incomplete information will not be eligible to participate in the We Sell Restaurants Referral Program.

5) Compensation will be issued within ten (10) days of the date that the Qualifying Listing Closes and the payment of commission clears We Sell Restaurants, Inc. or its affiliates bank account.

6) All referral contact information and e-mail addresses become the property of We Sell Restaurants, Inc. and We Sell Restaurants, Inc. reserves the right to market such referrals.

7) We Sell Restaurants, Inc. reserves the right, in its sole discretion to modify this program at any time by posting a revised version of these terms. In addition, We Sell Restaurants may cancel, or suspend this program in its sole discretion at any time, without notice.

8) We Sell Restaurants, Inc. makes no representations or warranties regarding the seller listing referral program other than as specifically set forth in these terms and conditions. Without limiting the foregoing, We Sell Restaurants, Inc. makes no representation or warranties that referrals will become qualifying referrals. We Sell Restaurants, Inc. Reserves the right, in its sole discretion to exclude or remove any participant or seller listing from program.

We Sell Restaurants, Inc. Reserves the right to modify or supplement the terms of the referral program at any time, including, without limitations. The procedure and eligibility requirements set forth herein, provided that referrer will be notified in writing of any such modifications. Referrals received and acknowledged by We Sell Restaurants, Inc. prior to such modifications will be held to the terms pursuant to the referral program terms enforced at the time the referral was received. If any modification of this agreement is unacceptable to you, your only recourse is to terminate this agreement. Your continued participations in the referral program following such

a change will be constituted binding acceptance of the change. Any action or dispute between the Referral Participant and We Sell Restaurants, Inc. including issues of arbitrability, shall, at the option of either party, be determined by arbitration.

Void where prohibited or restricted by law, statute, regulation or other appropriate authority. Program is open to legal residents of the United States who are eighteen (18) years or older at the time of referral submission, proof of age, eligibility and identity must be furnished with a W9 form filed out for payment.

Payment of all applicable Federal, State and local taxes resulting for compensation is the sole responsibility of the participant and a valid taxpayer identification number must be provided as they will receive a 1099 from We Sell Restaurants, Inc.

The terms of this agreement have been accepted by you and signed electronically on the referral program registration page of the Service – see our website www.wesellrestaurants.com. By using and participating in our referral program, you have agreed to the terms of use of the Service and the terms and conditions of this agreement.