

AGENTERO REFERRAL PROGRAM TERMS OF USE

Subject to the terms and conditions provided herein, Agentero will compensate eligible agencies for each qualified referral that become a client at Agentero. More details about the Agentero Referral Program are set forth below.

I. ELIGIBLE AGENCIES

To be eligible to participate in the Referral Program, you must be either:

- A current Agentero client; or
- An insurance agency, or employee that have completed an Agentero demo.

II. QUALIFIED REFERRALS

A **Qualified Referral** is any independent insurance agency introduced by a Referrer to Agentero by way of a Referral Submission that becomes a client. Additionally, to be considered a Qualified Referral, the agency referred

- must be a **paid Agentero client** for more than Sixty (60) days.
- must not be a current or previous client of Agentero.

III. PROCESS

Referral Submission

You may introduce a potential client to Agentero for the Referral Program by submitting a form at <https://referral.agentero.com/> and entering all the required information.

You must complete a separate Referral Submission for each potential client. A Referral Submission will not be considered complete unless it includes the following information:

- Your full name and email address;
- referred agent's primary contact first and last name;
- referred agent's valid phone number;
- referred agent's valid email address;

- referred agent's company name;
- such other information as may be required from time to time on the form found at <https://referral.agentero.com/>.

Referral Submissions that are incomplete or that do not adhere to the procedures outlined in this document will not be considered valid Referral Submissions and will not earn incentives. Please note that all Referral Submissions are conditionally accepted and not fully confirmed until approved by a member of the Agentero Growth team.

By participating in the Referral Program, you hereby represent and warrant that you have obtained consent from the potential client to send such agent's contact information to Agentero as part of a Referral Submission, and you believe in good faith that the potential client is interested in becoming a client of the Agentero community in the location named in your Referral Submission.

Notwithstanding the above, Agentero shall retain at all times the right in its sole discretion to decide whether or not to pursue any potential client introduced by a Referrer.

We will process all information provided to us through the Referral Program in accordance with our Privacy Policy located at: www.agentero.com/privacy-policy.

Agentero's Contact with a Potential Client

After you submit a complete Referral Submission, Agentero will contact the potential client confirming our receipt of the Referral Submission.

The Potential client will have the opportunity to inform us that (i) it is not looking for an Agentero account and/or (ii) it has not given authorization to you in connection with the introduction. If the Potential client informs us that it has not given authorization to you, you will not be eligible for the Fee even if such Potential client otherwise becomes a Qualified Referral.

IV. INCENTIVES AND PAYMENT

Incentives

Subject to these terms of use, each Qualified Referral shall be eligible for the benefits set forth below. Agentero will determine eligibility for Referrer Fees and other benefits hereunder in its sole discretion.

# of policyholders at data-import to Agentero	Qualified referral gets	Referrer gets
Small agency (0-1400)	1 month free trial + 10% discount for each 12 months committed	\$250*
Medium agency (1401-4500)	1 month free trial + 10% discount for each 12 months committed	\$500*
Large agency (4500 and up)	1 month free trial + 10% discount for each 12 months committed	\$1000*

*Referrer's Fee is conditioned on the Qualified Referral remaining a paying client for at least sixty (60) days.

Qualified Referral Gets

Each Qualified Referral is entitled to one (1) free month and 10% annual discount for the first year of its agreement with Agentero.

Referrer Gets

Provided that a Qualified Referral stays a paid client for at least sixty (60) days, a Referrer will be entitled to a Fee based on the number of policyholders the Qualified Referral have.

Payment Terms

Fee amounts may be reduced for deductions, reductions in agency size, and taxes (collectively, "Deductions"). Agentero reserves the right to choose the mode of payment. VAT/GST requirements may depend both on the location of the Referrer as well as the location of the Qualified Referral. VAT determinations will be made at the time of processing.

V. DISQUALIFICATIONS

A Referrer may be disqualified from the Referral Program for reasons including, but not limited to:

- Submitting false leads;
- Providing incorrect information;
- Participating in or having any involvement in criminal or fraudulent activities;
- or
- Failing to comply with or breaching these terms of use.

A disqualified Referrer is not eligible to participate in the Referral Program and shall not be entitled to incentives hereunder, unless Agentero specifically revokes such disqualification in its sole discretion. All disqualifications are determined in Agentero's sole discretion. In addition to being disqualified from the Referral Program, Agentero may seek all rights and remedies available in equity or at law.

V. OTHER LEGAL TERMS

Agentero's maximum liability to you for direct damages under this Referral Program Agreement is limited to the total Referral Credits paid or payable to you in the preceding three-month period. Agentero is not liable to you for consequential, indirect, special, or punitive damages, lost profits or revenue whether or not you advised us of their possibility. This limitation will apply regardless of the legal theory on which your claim is based. Agentero may modify this Referral Program Agreement at any time by posted an updated version to <https://referral.agentero.com/>.

Entire Agreement

This Referral Program Agreement constitutes the entire understanding between you and Agentero for the subject matter described and no other agreements, representations, or warranties other than those provided in this Referral Program Agreement will be binding unless in writing and signed by Company and Agentero.