# **Ocrolus Referral Program Terms and Conditions**

#### 1. ELIGIBILITY

- **1.1 Qualified Referrers.** This referral program is available exclusively to current Ocrolus customers in good standing ("Referrer"). Referrals submitted by non-customers will not be eligible for rewards. Referrers must not have an existing referral agreement in place with Ocrolus to participate in this program.
- **1.2 Verification.** Ocrolus will verify your customer status before processing any referral. By participating, you authorize Ocrolus to confirm your account status.
- 1.3 Excluded Parties. Employees of Ocrolus and their immediate family members are not eligible to participate in this program.

#### 2. REFERRAL PROCESS

- **2.1 Submission.** Referrals must be submitted through the official Ocrolus Referral Program form. Referrals submitted through other channels will not be eliqible for rewards.
- **2.2 Required Information.** You must provide complete and accurate information for both yourself and your referral, including legal company names.
- 2.3 Consent. By submitting a referral, you confirm that:
  - You have the referral's permission to share their contact information with Ocrolus
  - The referral is aware you are submitting their information
  - The referral has expressed interest in learning about Ocrolus services
- 2.4 Verification Process. Ocrolus will review all referrals to determine eligibility. Ocrolus reserves the right to reject any referral that:
  - · Is already in our sales pipeline
  - Is an existing Ocrolus customer
  - · Does not meet our qualification criteria for services
  - · Has been previously referred by another party
- 2.5 First to Refer. If multiple Referrers submit the same prospect, only the first eligible submission will qualify for rewards.

# 3. REWARDS

- 3.1 Reward Structure. Rewards are tiered based on referral engagement:
  - \$100 gift card when your referral completes a qualified demo
  - \$1,000 in free processing for your company for \$20K+ client agreements
  - \$5,000 in free processing for your company for \$100K+ client agreements

- \$12,500 in free processing for your company for \$250K+ client agreements
- **3.2 Qualified Demo.** A "qualified demo" means a complete product demonstration conducted by an Ocrolus representative with an authorized decision-maker from the referred company who meets Ocrolus' qualification criteria.
- **3.3 Free Processing Definition.** "Free processing" refers to credits applied to your Ocrolus account that can be used to offset standard processing fees for Ocrolus document automation services. Credits:
  - Have no cash value
  - Cannot be transferred to another account
  - Expire 12 months after issuance
  - Cannot be combined with other promotional offers
  - · Will be applied to your next billing cycle after your referral's agreement is executed

#### 3.4 Reward Timing.

- · Gift cards will be issued within 30 days of demo completion
- Processing credits will be applied within 30 days after your referral's agreement is executed and initial payment is received
- **3.5 Tax Implications.** Rewards may be subject to tax reporting requirements. Referrers are responsible for any tax liability resulting from rewards received.

#### 4. RESTRICTIONS

- **4.1 Maximum Referrals.** Each Referrer may submit up to 10 referrals per calendar year. Ocrolus reserves the right to limit the number of rewards issued to any single Referrer.
- **4.2 Qualification Period.** Referrals must become new customers within 90 days of initial contact to qualify for agreement-based rewards.
- 4.3 Prohibited Activities. The following activities are strictly prohibited:
  - Creating multiple accounts to submit referrals
  - · Submitting your own information under different names
  - Making unauthorized representations about Ocrolus services
  - · Using spam, automated systems, or purchased lists to generate referrals
  - · Submitting referrals without prior consent
- **4.4 Violations.** Violation of these terms may result in disqualification from the program, forfeiture of pending rewards, and possible termination of your Ocrolus account.

# 5. PRIVACY AND DATA PROTECTION

- **5.1 Referrer Information.** Information you provide about yourself will be processed in accordance with the Ocrolus <u>Privacy Policy</u>. By participating in this program, you consent to the collection and use of your information for program administration.
- 5.2 Referral Information. Information you provide about your referral will be used solely to:

- Contact the referral about Ocrolus services
- · Verify eligibility for the program
- Track referral status for reward purposes
- 5.3 Data Retention. Information about unsuccessful referrals will be retained in accordance with our internal data retention policies.
- **5.4 Communications.** You will receive updates about the status of your referrals. You may opt out of these communications at any time, but doing so may impact your ability to track reward eligibility.

#### 6. PROGRAM MODIFICATIONS

- **6.1 Program Changes.** Ocrolus reserves the right to modify, suspend, or terminate this program at any time without prior notice. Changes will not affect rewards already earned for completed qualifying activities.
- **6.2 Term Modifications.** Ocrolus may update these terms at any time. Continued participation in the program after changes constitutes acceptance of the modified terms.

### 7. DISPUTE RESOLUTION

- **7.1 Final Determination.** Ocrolus has sole discretion to determine eligibility for referrals and rewards. All decisions regarding the program are final.
- **7.2 Dispute Process.** Disputes regarding referral eligibility or reward issuance must be submitted in writing to [referrals@ocrolus.com] within 30 days of the disputed event.
- 7.3 Governing Law. These terms are governed by the laws of the State of New York without regard to conflict of law principles.

## 8. GENERAL TERMS

- **8.1 No Agency.** Participation in this program does not create an agency, partnership, or employment relationship between you and Ocrolus.
- 8.2 No Warranties. Ocrolus makes no warranties regarding the program or the availability of the referral submission system.
- **8.3 Limitation of Liability.** Ocrolus's liability related to this program is limited to the value of rewards earned. In no event shall Ocrolus be liable for any indirect, special, incidental, or consequential damages.
- **8.4 Indemnification.** You agree to indemnify and hold Ocrolus harmless from any claims arising from your participation in the program, including claims related to unauthorized representations about Ocrolus services.
- **8.5 Entire Agreement.** These terms constitute the entire agreement between you and Ocrolus regarding the referral program and supersede any prior agreements.