

Client Referral Agreement

This Client Referral Agreement (the "Agreement") is entered into between Boldr, Inc., a Delaware Public Benefit Corporation located at 3101 Ocean Park Boulevard, #524, Santa Monica, CA 90405, United States (the "Company"), and [Client's Legal Name], with offices located at [Client's Office Address] (the "Referrer"), collectively referred to as the "Parties," effective as of _____ (the "Effective Date").

1. Purpose

The Company's Client Referral Program (the "Program") is designed to incentivize current clients ("Referrers") to introduce qualified business leads to the Company across any of its service lines, including Managed Operations ("MO"), Global Employment ("GE"), and CX Transformation ("CXT").

2. Scope and Eligibility

a. External Referrals: Any introduction to a new business entity that is not currently engaged with the Company.

b. Internal Referrals: Referrals within the same organization that lead to new functional relationships (e.g., a MO client referring their HR department to start a GE engagement) qualify under this Program.

c. Service Coverage: This Program applies to all Company services—MO, GE, and CXT.

d. Participation in the Program is subject to the Company's review and written approval. Approval may be withdrawn at any time at the Company's sole discretion.

3. Incentive Structure

3.1 Discovery Call Incentive.

For each referred lead who completes a qualified Discovery Call, the Company will make an in-kind donation on behalf of the Referrer to a cause or nonprofit organization of their choosing, provided it aligns with the Company's impact framework.

3.2 Conversion Incentive.

If the referred lead executes a contract for MO, GE, or CXT services and pays the first invoice, the Referrer will receive a \$2,500 reward in the form of either:

- A one-time invoice credit applicable to their current MO or GE service; or
- A CX Transformation Service credit applicable toward AI Implementations, AI Migrations, Strategy Workshops, Process Automation, or Optimization projects.

4. Referral Process

4.1 Registration.

The Referrer must register each referral by completing the official referral form and submitting

all required details.

4.2 Qualification Criteria.

A referral will qualify only if:

- a. The referred client has no pre-existing relationship with the Company;
- b. The lead has not been referred by another party; and
- c. The referred client enters into a minimum twelve (12)-month service agreement and hires at least three (3) full-time team members.

4.3 Acceptance Window.

The Company will confirm acceptance or rejection within three (3) business days of submission. If no response is provided, the referral is deemed accepted after three (3) business days.

4.4 Conversion and Expiration.

Referrals remain valid for six (6) months from acceptance. If no contract is executed within that period, the referral expires unless an extension is granted in writing by the Company.

5. Reward Fulfillment and Payment Terms

5.1 Donation Fulfillment.

The Company will coordinate with the Referrer within ten (10) business days following a completed Discovery Call to confirm the donation recipient, ensuring alignment with the Company's impact framework.

5.2 Credit Issuance.

Upon successful conversion, the Company will notify the Referrer and issue a credit certificate applicable to CX Transformation Services. Credit usage must be confirmed via an executed Statement of Work.

5.3 Timing of Payments.

All incentive payments or credits shall be processed within thirty (30) days after the qualifying event.

6. Confidentiality and Non-Disclosure

Both Parties agree to maintain the confidentiality of all non-public, proprietary, or sensitive information shared during the referral process, and to use such information solely for purposes of fulfilling their obligations under this Agreement.

6.1 Definition of Confidential Information.

"Confidential Information" means any non-public information disclosed by the Company to the Referrer that is identified as confidential or that reasonably should be understood to be confidential, including but not limited to business plans, client names, pricing, and other proprietary information.

6.2 Obligations.

The Referrer shall (a) keep all Confidential Information strictly confidential and use it solely to perform under this Agreement; (b) not disclose any Confidential Information to any third party without the Company's prior written consent; and (c) take reasonable measures to protect it.

6.3 Exceptions.

Confidential Information does not include information that (a) is or becomes publicly available through no fault of the Referrer; (b) is rightfully obtained from a third party without restriction; or (c) is independently developed by the Referrer without use of the Company's Confidential Information.

6.4 Return or Destruction.

Upon termination of this Agreement or upon the Company's request, the Referrer shall return or destroy any Confidential Information in its possession, except as required by law.

7. Term and Termination

7.1 Term. This Agreement will commence on the Effective Date and continue until terminated by either Party.

7.2 Termination for Convenience. Either Party may terminate this Agreement for any reason with thirty (30) days' written notice.

7.3 Termination for Cause. The Company may terminate immediately for breach of this Agreement, unethical conduct, misrepresentation, or failure to comply with applicable law.

7.4 Effect of Termination. Upon termination, no further incentives shall accrue, and both Parties shall cease all promotion and remove references to the relationship.

8. Indemnification

The Referrer shall indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and permitted successors and assigns from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to the Referrer's performance under this Agreement. Such indemnification shall include, without limitation, claims arising from (a) any breach by the Referrer of this Agreement; (b) the Referrer's negligence, gross negligence, willful misconduct, or violation of applicable law; (c) any referral activity or representation made by the Referrer regarding the Company or its services that was not expressly authorized in writing by the Company; and (d) any claim by a third party arising from or relating to the Referrer's acts or omissions in connection with this Agreement.

9. Non-Disparagement

The Referrer agrees that during the Term of this Agreement and at all times thereafter, the Referrer shall not, directly or indirectly, make or publish any statement, whether oral or written, that disparages, defames, or otherwise casts in a negative light the Company, its affiliates, officers, directors, employees, clients, or services. Nothing in this Section shall prohibit the Referrer from (a) providing truthful testimony under oath when required by law, or (b) making truthful statements in connection with the exercise of legally protected rights.

10. Compliance and Ethical Conduct

The Referrer shall comply with all applicable laws and regulations and conduct all referral activities in an honest, ethical, and transparent manner. The Referrer shall not make any unauthorized statements, warranties, or commitments regarding the Company or its services.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved through binding arbitration in New Castle County, Delaware, administered by JAMS under its Comprehensive Arbitration Rules and Procedures.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written agreements or representations regarding the subject matter herein. No amendment or modification shall be binding unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Boldr, Inc.

[Client's Legal Name]

By: _____

By: _____

Name: David Sudolsky

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____