

## TERMS AND CONDITIONS FOR REFERRAL PROGRAM

**1. Description of Program.** This Referral Program (the "Referral Program" or "Program") offered by APEX DIGITAL SOLUTIONS, INC., a Michigan corporation ("Apex") shall allow eligible Referrers (as hereinafter defined) the opportunity to receive from Apex a Referral Bonus or Referral Bonuses (hereinafter defined) as more particularly described herein. By participating in this Program, Referrer agrees to be bound by the terms and conditions set forth herein.

**2. Referral and Qualifying Action.** Only valid Referrals, as described by this Paragraph, shall be eligible to receive a Referral Bonus. To initiate a Referral, Referrer must provide to Apex a Referral Form (as provided by Apex) setting forth the name and contact information for the Referral, in addition to that of Referrer, and any other such information as Apex may require from time to time. Upon receipt of such information, Apex may, but shall not be obligated to, schedule a meeting with the Referral, which such meeting may take place via an electronic method of communication (e.g., Microsoft Teams, Zoom, Google Meetup, phone call, etc.), in person, or by such other means of communication as Apex may permit from time to time. Upon completion of any such meeting by and between Apex and the Referral, Apex shall, within thirty (30) days of the completion thereof, provide to Referrer as consideration for the Referral, the sum of two hundred and fifty dollars (\$250) (the "First Referral Bonus"). If, upon completion of any such meeting, Referral and Apex enter into a Services Agreement under which such Services Agreement the Referral agrees to purchase certain goods and services from Apex (as more particularly described below), then, within thirty (30) days of the execution of such Services Agreement, the Refer shall be deemed a valid

New Customer (a "New Customer"), and Apex shall pay to Referrer, in exchange for Referrer referring New Customer to Apex, the Additional Referral Bonus of seven hundred and fifty dollars (\$750) (the "Additional Referral Bonus") (any reference to the "Referral Bonus" made herein shall include both the First Referral Bonus and the Additional Referral Bonus).

**3. Eligibility to Participate in Program as Referrer.** To be eligible to refer work to Apex (if eligible, a "Referrer"), the individual or entity seeking to refer such business to Apex must be in valid existence and fully in compliance with all applicable laws and regulations, including, but not limited to, those whether an individual or an entity, must be of valid existence and be able to demonstrate that Referrer is in good standing, and in compliance with all applicable laws and regulations, including, but not limited to, those affecting the jurisdiction in which Referrer was formed.

**4. Referral Eligibility.** An individual or entity constitutes a Referral under the terms and conditions of this Program if, and only if, such entity or individual (if eligible, a "Referral") (1) is in good standing and is fully in compliance with the applicable laws and regulations of the jurisdiction in which the same was formed; and (2) does not, on or prior to the date on which Referrer refers the entity or individual to Apex, have a relationship of any kind or nature with Apex as the same may be demonstrated in writing evidenced by a Managed Service Agreement ("MSA") or Professional Service Agreement ("PSA") or the Managed Service Proposal or Professional Service Proposal ("PSP") (the collectively applicable MSA and MSP or applicable PSA and PSP are the "Service Agreements"), provided that, absent the existence of any such writing, Apex, in its sole and absolute discretion, may determine from time to time that



a relationship sufficient to nullify such party's participation in this Program exists, in which case, the individual or entity does not constitute a Referral under the terms of this Program, and Apex shall be in no way obligated to pay to Referrer the Referral Bonus.

**5. New Customer Eligibility.** If, within one hundred and eighty (180) days after the completion of a meeting by and between Referral and Apex, as such meeting is more particularly described in Paragraph 2, Apex and Referral enter into a Services Agreement, Referral shall be deemed a New Customer, provided that, prior to the date on which Referrer referred such business to Apex, Referral satisfied the requirements of an eligible Referral hereunder. If any such Referral does not enter into a Services Agreement with Apex within one hundred and eighty (180) days of the date on which the aforementioned meeting occurred, then, regardless of whether Apex enters into a Services Agreement with such party in the future, such party will not be deemed a New Customer as defined herein, and Referrer will have no claim or right of any kind whatsoever to the Additional Referral Bonus.

**6. Payment.** Payment may be made to Referrer by, at Referrer's election: (a) digital VISA gift card; (b) credit to Referrer's account with Apex; or (c) a donation by Apex to a valid charitable organization of Referrer's choosing, provided that Apex must consent and approve of such charitable organization.

**7. Subject to Change and/or Disqualification.** Apex may change or modify the terms of these Referral Terms and Conditions at any time, with or without notice to Referrer. Apex may, for any reason or for no reason at all, deem any Referrer, Referral or New Customer, as such terms are defined herein, to be ineligible for participation in this Program.

**8. Agreement and Exhibits.** Notwithstanding anything in these Referral Terms and Conditions to the contrary, the relationship between the Parties as related to the Services, as defined by the Service Agreements, between Apex and Referee (including but not limited to the Service Agreement, and the General Terms and Conditions) are, by this reference hereby, incorporated and made part hereof. These Referral Terms and Conditions in no way change, modify, amend, release or affect the obligations and liabilities of the Parties as set forth in any such Services Agreement. Please note, these terms are subject to change, the most current version of the General Terms and Conditions, which is applicable to any active Service Agreements is available at [apexdigital.com/termsandconditions](http://apexdigital.com/termsandconditions)

**9. Exclusions.** For avoidance of doubt, under no circumstances shall the referral of business to Apex by a source with whom Apex has entered into an alternate referral program of any kind or nature whatsoever, be eligible to participate in this Program. Such exclusion shall include, but is not limited to, referrals made by Microsoft, Logitech, and any and all other Official Partners of Apex. Further, none of the terms "Referrer" "Referral" or "New Customer" shall include any entity or individual, or an affiliate, subsidiary, agent or individual or entity otherwise related to, an individual or entity with which Apex has an established relationship as evidenced in writing, nor shall it include any current, past, future or prospective employee of Apex or an affiliated entity.