

## **NfoSmart Referral Agreement**

### **\$50 One-Time Referral Program for Website Verification**

This Referral Agreement ("Agreement") is entered into by and between NfoSmart ("Company") and the referring party identified below, which may be an individual, business, or nonprofit organization ("Referring Party"). This Agreement outlines the terms of the NfoSmart Referral Program.

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#### **1. Referral Fee – One-Time Payment**

The Referring Party will receive a one-time referral fee of \$50 for each new business or organization ("Referred Entity") that:

- Completes the NFOSAFE Verification Solution Application, and
- Pays the required Verification Fee for their website.

This referral fee is not recurring. It is paid only once per qualified Referred Entity, regardless of any future activity.

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#### **2. Referral Attribution Requirements**

To be eligible for the referral fee:

- The Referred Entity must include the Referring Party's name (as written in this Agreement) in the designated field of the Verification Application at the time of submission and payment.
  - If no referral name is provided by the Referred Entity, no referral fee will be paid.
  - NfoSmart will rely solely on the submitted Verification Application to determine referral fee eligibility.
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#### **3. Eligible Referring Parties**

The Referring Party may be:

- An individual,
- A business, or
- A nonprofit organization.

All Referring Parties must agree to and comply with the terms of this Agreement to participate.

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#### **4. Payment Schedule**

- Referral fees earned in a prior calendar month will be calculated by the **10th** of the following month.
  - Payments earned will be issued to eligible Referring Parties by the **20th** of following month.
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## **5. Tax Reporting & W-9 Requirement**

- If the Referring Party earns \$600 or more in a calendar year, a completed IRS Form W-9 will be required before additional payments can be issued.
  - NfoSmart will issue a 1099-NEC at year-end for any U.S.-based Referring Party who meets or exceeds this threshold.
  - Payments above \$600 will be held until a valid W-9 is received.
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## **6. Estimated Referral Volume (Optional)**

To assist with program planning and support, please provide an estimate of how many referrals you plan to make per week:

Estimated Weekly Referrals: \_\_\_\_\_

*Note: This estimate is non-binding and is for planning purposes only.*

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## **7. Limitation of Liability**

NfoSmart shall not be liable for any indirect, incidental, consequential, special, or exemplary damages, including loss of business, revenue, or goodwill, arising from or related to this Agreement or participation in the Referral Program, even if NfoSmart has been advised of the possibility of such damages.

NfoSmart makes no representations or warranties regarding the business decisions, retention, or actions of any Referred Entity. Any relationship between the Referring Party and the Referred Entity is separate from this Agreement and is the sole responsibility of those parties.

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## **8. Indemnification**

The Referring Party agrees to indemnify, defend, and hold harmless NfoSmart and its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to:

- The Referring Party's participation in the Referral Program,
- Any misrepresentation or violation of this Agreement,
- Or any disputes between the Referring Party and a Referred Entity or third party.

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## 9. Term and Termination

- This Agreement is effective only upon full execution by both parties.
- Either party may terminate this Agreement at any time with written notice.
- NfoSmart reserves the right to terminate this Agreement if the Referring Party fails to provide a reasonable level of referral activity over time, at NfoSmart's sole discretion.

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## 10. Entire Agreement

This document represents the full understanding between NfoSmart and the Referring Party and supersedes all prior discussions or communications related to the subject matter.

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### Referring Party Information

Name (must be provided by Referred Entity): \_\_\_\_\_

Entity Type (Check One): ☐ Individual ☐ Business ☐ Nonprofit Organization

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Date: \_\_\_\_\_

**By signing below, the Referring Party** acknowledges and agrees to the terms of the NfoSmart Referral Program, including the one-time payment structure, attribution requirements, and tax reporting obligations.

### Referring Party Signature

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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### Authorized NfoSmart Signature

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_