

Podium Referral Submission Agreement

By submitting a Lead, you ("Client") agree to this Referral Submission Agreement with Podium Corporation, Inc., a Delaware corporation ("Podium"), organized in the state of Utah, with its principal place of business at 1650 Digital Drive, Lehi, Utah 84043, United States. Podium reserves the right to amend this agreement from time to time.

Client will not have the authority, express or implied, to make any commitment or incur any obligations on behalf of Podium other than submitting Leads as set forth in this Agreement.

Definitions

1. "Lead" means a person, business, or entity submitted and accepted through the Referral Portal by Podium, that meets the eligibility requirements.

Podium Products:

SaaS Products:

Webchat
Webchat Pro
Feedback
Videochat
Automations
Premium Integration
Premium Integration (Auto)
Campaigns

Payments Products

Podium Payments
Card Readers

SaaS Products Incentive

For SaaS Products, referrers may be eligible for one \$500 Amazon gift card 90 days after their submitted referral purchases a Podium package. Incentives are limited to 10 lead submissions and 10 referral purchases per year. These limits are solely upon Podium's discretion.

Lead Submission Program Eligibility:

1. To be eligible for appointment and ongoing participation in the Podium Referral Submission Program, Client must agree to and comply with the following eligibility criteria.

1. Client must be a current Podium client;
2. Client must not be in breach of any of Podium's Terms and Conditions; and
3. Client must be current on owed accounts to Podium.

2. The following are not eligible for the Podium Referral Submission Program:

1. Podium Partners;
2. Podium Resellers.

Lead Eligibility

Client must identify and register Leads through the Referral Portal, or other electronic delivery methods as designated by Podium in writing. Each Lead shall include at a minimum the information required in the Referral Form, or otherwise specified by Podium, including but not limited to name and contact details, which must be completed in full and accurate in order for the Lead to be accepted. Podium will provide Client electronic or written confirmation of its acceptance (or denial) of a Lead.

1. Refusal. Podium may decline a Lead submission for any reason, including the following reasons:

1.1. Such Lead is

1.1.1 a current client of Podium

1.1.2 a former client that has canceled Podium within the last 120 days,

1.1.3 a former or current partner of Podium,

1.1.4 an active Podium sales opportunity with contact in the past 30 days, or

1.2. Such Lead has already been submitted to Podium by a partner, referrer, other Client or strategic partnership arrangement or other Podium program (though Podium may, in its sole discretion, accept the same Lead from multiple clients);

1.3. Such Lead does not meet Podium's qualifications for its clients for reasons of credit worthiness, type of business, validity of business or location;

1.4. Such Lead is identified as a competitor or reseller.