



Paradigm Vendo Referral Program Terms and Conditions

Last Updated: August 2026

The following terms and conditions govern the Paradigm Vendo™ ("Vendo") Customer Referral Program (the "Program").

DEFINITIONS:

"Approved Referral" means a Referred Customer that (i) meets all Eligible Referral Criteria listed in Section B; (ii) has been verified by Paradigm as a new customer and (iii) has satisfied the Qualifying Event requirements.

"Customer" means any business entity that has entered a valid and enforceable Vendo agreement with Paradigm and be in good standing under that agreement as determined by Paradigm; provided however, that any Paradigm customer that participates in a separate rebate program with Paradigm is not a Customer for purposes of this Program.

"Eligible Referral" means a referral of a prospective customer that satisfies all the criteria listed in Section I.

"Gift Card" means a type of Reward payment described in Section IV.

"Participant" means an individual who is a (i) a current employee of a Vendo Customer; (ii) is at least eighteen (18) years of age; and (iii) is a legal resident of the United States.

"Qualifying Event" means the completion by a Referred Customer of all requirements in Section III.

"Referred Customer" means a prospective customer referred by a Participant through the Program.

"Referral Submission" means Participant's submission of referral information in accordance with Section II.

"Reward" means a reward payment described in Section IV.

- I. **ELIGIBLE REFERRAL CRITERIA.** A referral qualifies as an Eligible Referral only if the Referred Customer meets the following criteria:
 - **New Customer Status.** The Referred Customer must be a new customer that (i) has not previously purchased, licensed or subscribed to Paradigm's Vendo service; (ii) has not previously been a customer of Paradigm within thirty-six (36) months preceding the Referral Submission; (iii) is not currently in discussions with Paradigm regarding Vendo at the time of Referral Submission; and (iv) was not otherwise

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identified to Paradigm through Paradigm's own marketing, sales or business development efforts prior to the Referral Submission.

- **Separate Entity.** The Referred Customer must be a separate legal entity from Participant's employer and must not be an affiliate, subsidiary, parent company or related entity of Participant's employer.

Paradigm reserves the right to reject referrals of prospective customers who were previously referred by another Participant or otherwise identified through other channels prior to the Referred Submission.

II. **REFERRAL SUBMISSION PROCESS.** To submit a referral under the Program, a Participant must:

- **Registration.** Register for the Program by submitting Referral Information along with Participant's name, email address and phone number.
- **Referral Information.** Provide complete and accurate information about the Referred Customer, including but not limited to Referred Customer's name and contact information.
- **Timing.** Submit the Referral Submission before the Referred Customer enters into any agreement with Paradigm or engages in substantive discussions with Paradigm's sales team.
- **Consent.** Obtain the Referred Customer's consent for Paradigm to contact them.

Paradigm will review each Referral Submission to determine whether the referral meets the Eligible Referral Criteria. Paradigm will notify Participant whether the Referral Submission has been approved as an Eligible Referral. If the Referral Submission is rejected, Paradigm will provide a brief explanation of the rejection reason.

III. **QUALIFYING EVENT COMPLETION.** For a Participant to earn a Reward based on Eligible Referral, the Referred Customer must complete the following Qualifying Event requirements:

- **Sign Agreement.** Enter into a written agreement with Paradigm for the Vendo service;
- **Payment.** Complete payment of Paradigm's invoices issued under the Vendo agreement;
- **Active Status.** Remain an active Vendo customer in good standing for at least six (6) months following the Referred Customer's first subscription fee payment (the "Qualifying Period").



IV. **REWARDS.** Upon satisfaction of all requirements in these Terms and Conditions, Paradigm will issue to Participant a \$500 Credit on their related Vendo account or a Gift Card in the amount of \$500 to the individual for each Approved Referral.

- **One Reward Per Referral.** Only one Reward will be issued per Approved Referral, regardless of the number of Participants who may have referred the same customer.
- **First Referral Priority.** In the event multiple Participants submit Referral Submissions for the same prospective customer, the Reward will be awarded to the Participant whose Referral Submission was received first by Paradigm as Paradigm's records determine.
- **Non-Transferable.** Rewards are not transferable and may not be assigned, sold or otherwise transferred to any person or entity.
- **No Cash Alternative.** Rewards may not be redeemed for cash except as required by law.
- **Continued Eligibility at Issuance.** To receive a Reward, a Participant must remain eligible to participate in the Program at the time of Reward issuance. If Participant's employment with a Customer has terminated or Participant otherwise becomes ineligible prior to Reward issuance, Paradigm reserves the right to withhold the Reward.

a. **Vendo Account Credit Terms**

- **Timing.** Paradigm will issue the Credit to the individual's related Vendo account starting with the first invoice after completion of the Qualifying Period by the Referred Customer; and (ii) Paradigm's verification that all Qualifying Event requirements have been satisfied.
- **Application of Credit.** Once the Credit is awarded it will be applied to every invoice until fully consumed.
- **Vendo Account Credit Limitations.** Each Participant may earn a maximum of \$10,000 in Account Credits (500 x 20 Approved Referrals) under the Program, regardless of the number of Approved Referrals the Participant submits.

b. **Gift Card Terms**

- **Timing.** Paradigm will issue the Gift Card within 30 business days of the latter of (i) completion of the Qualifying Period by the Referred Customer; and (ii) Paradigm's verification that all Qualifying Event requirements have been satisfied.
- **Delivery Method.** The Gift Card will be delivered to Participant via email to the email address provided during Program registration.

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- **Gift Card Type.** The Gift Card will be an E-gift card.
- **Gift Card Limitations.** Each Participant may earn a maximum of twenty (20) Gift Cards under the Program, regardless of the number of Approved Referrals the Participant submits.

V. **TAX REPORTING AND WITHHOLDING.** Participant acknowledges and agrees that:

- **Taxable Income.** The Reward Amount may constitute taxable income to Participant under federal, state, and local tax laws.
- **Participant Responsibility.** Participant is solely responsible for reporting the Reward Amount as income and paying any applicable taxes, including but not limited to federal income tax, state income tax, and any other taxes imposed by applicable law.
- **No Tax Advice.** Paradigm does not provide tax advice, and Participant is encouraged to consult with a qualified tax professional regarding the tax treatment of any Reward received under the Program.
- **Information Reporting.** If required by applicable law, Paradigm will report the aggregate value of all Rewards issued to a Participant during a calendar year to the Internal Revenue Service and to the Participant on Form 1099-MISC or other applicable tax form. Paradigm will request a completed Form W-9 from each Participant prior to issuing any Reward if required for tax reporting purposes.

VI. **PROGRAM MODIFICATIONS AND TERMINATION.** Paradigm reserves the right to modify, suspend, or discontinue the Program, in whole or in part, at any time and for any reason, with or without prior notice to Participants.

- **Notice of Modifications.** Paradigm will provide notice of material modifications to the Program by posting updated Terms on Paradigm's website at info.paradigmvendo.com/customer-referral-program/ or by sending an email notification to registered Participants. Participant's continued participation in the Program following any modification constitutes acceptance of the modified Terms.
- **Effect of Modifications on Pending Referrals.** Referrals submitted prior to the effective date of any modification will be governed by the Terms in effect at the time of Referral Submission, provided that Paradigm may apply modified Terms to pending referrals if necessary to comply with applicable law or to address fraud, abuse, or other Program integrity concerns.
- **Program Termination.** Paradigm may terminate the Program at any time by providing written notice to Participants via email or by posting notice on Paradigm's website. Upon termination:

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- **Pending Approved Referrals.** Paradigm will honor Reward obligations for Approved Referrals that have completed all Qualifying Event requirements prior to the termination effective date.
- **Pending Referrals.** Referral Submissions that have not yet resulted in Approved Referrals as of the termination effective date will be deemed ineligible for Rewards, unless Paradigm determines in its sole discretion to honor such referrals.
- **No Obligation for Future Referrals.** Paradigm will have no obligation to accept new Referral Submissions or issue Rewards for referrals made after the termination effective date.
- **Individual Termination.** Paradigm reserves the right to terminate any Participant's participation in the Program at any time for any reason, including but not limited to:
 - **Violation of Terms.** Violation of any provision of these Terms.
 - **Fraud or Misrepresentation.** Submission of false, fraudulent, or misleading information.
 - **Misconduct.** Conduct that harms or could reasonably harm Paradigm's reputation, business relationships, or business operations.
 - **Ineligibility.** Loss of eligibility to participate in the Program, including termination of employment with a Customer.
 - **Abuse.** Abuse of the Program or attempts to manipulate or circumvent Program requirements.

VII. DISCLAIMERS. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARADIGM MAKES NO REPRESENTATION OR PROMISE THAT ANY REFERRAL SUBMISSION WILL RESULT IN AN APPROVED REFERRAL OR THAT ANY REWARD WILL BE ISSUED. THE DETERMINATION OF WHETHER A REFERRAL QUALIFIES AS AN ELIGIBLE REFERRAL OR APPROVED REFERRAL IS MADE BY PARADIGM IN ITS SOLE DISCRETION. Nothing in these Terms limits or excludes any liability that cannot be excluded or limited under applicable law.

VIII. GENERAL PROVISIONS

- **Entire Agreement.** These Terms constitute the entire agreement between Participant and Paradigm concerning the Program and supersede all prior or contemporaneous agreements, understandings, representations, and communications, whether written or oral, concerning the subject matter hereof.

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- **Amendment.** Paradigm may amend these Terms at any time by posting revised Terms on Paradigm's website at info.paradigmvendo.com/customer-referral-program/ or by providing notice to Participant via email. Participant's continued participation in the Program following any amendment constitutes acceptance of the amended Terms.
- **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid, illegal, or unenforceable provision will be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the intent of the parties.
- **Waiver.** No waiver of any provision of these Terms will be effective unless in writing and signed by Paradigm. No waiver of any breach or default will constitute a waiver of any subsequent breach or default.
- **Assignment.** Participant may not assign, transfer, or delegate any rights or obligations under these Terms without Paradigm's prior written consent. Paradigm may assign these Terms in whole or in part to any affiliate or in connection with any merger, acquisition, reorganization, or sale of assets. These Terms will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- **No Third-Party Beneficiaries.** These Terms are for the sole benefit of Participant and Paradigm and do not create any third-party beneficiary rights in any other person or entity, including but not limited to any Referred Customer or Participant's employer.
- **Independent Contractor Relationship.** Participant's participation in the Program does not create any employment, agency, partnership, joint venture, or franchise relationship between Participant and Paradigm. Participant is an independent contractor and has no authority to bind Paradigm or to make any representation, warranty, or commitment on behalf of Paradigm.
- **Force Majeure.** Paradigm will not be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, government action, epidemics, pandemics, internet or telecommunications failures, or failures of third-party service providers.
- **Notices.** All notices required or permitted under these Terms must be in writing and will be deemed given when: (i) delivered personally; (ii) sent by confirmed email; (iii) sent by certified or registered mail, return receipt requested; or (iv) sent by recognized overnight courier service. Notices to Paradigm must be sent to legal@myparadigm.com. Notices to Participant will be sent to the email address or physical address provided by Participant during Program registration.