

# Cirrus Consulting Group

## Referral Program Agreement

This Cirrus Consulting Group Referral Program Agreement (“Agreement”) governs your participation in the Cirrus Consulting Group Referral Program (the “Program”), our way of saying thank you for helping to share our lease negotiation services with your colleagues. This Agreement is between you and Cirrus Consulting Group Inc. (“Cirrus Consulting Group”).

You are entitled to participate in the Program on condition that you accept the terms and conditions of this Agreement referring a colleague to. If you do not agree to accept and abide by this Agreement, you should not participate in the Program.

This may be a temporary program. Cirrus Consulting Group reserves the right, in its discretion, to change, terminate or modify all or any part of the Program or this Agreement at any time, effective immediately upon notice published on the Site. Your continued participation in the Program after such notice constitutes your binding acceptance of the terms and conditions in this Agreement, including any changes or modifications made by Cirrus Consulting Group as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease participation in the Program.

### Rules of the Program

You agree to the Program by completing the form on <http://cirrusconsultinggroup.com/cirrus-referral-program/> “Referral Program Interface” and hitting “submit” to refer a colleague to the Cirrus Consulting Group Referral Program. For each Successful Referral (as defined below) Cirrus Consulting Group will award you the following: \$250.00 (the “Fee”).

A “Successful Referral” is one that we determine satisfies each of the following criteria:

- the referred customer (a “New User”) must not be a current or past client of Cirrus Consulting Group;
- there must be a bona fide purchase by the New User of a Lease Negotiation or which payment is received by Cirrus Consulting Group and is not reversed or otherwise set aside as a potentially false transaction;
- the New Users information must be received by us through the “Referral Program Interface” or by phone;
- Cirrus Consulting Group reserves the right for any reason to refuse any New User purchase transaction in its discretion, without notice or any communication to you. Payment of Fees and amendments to the Program are at the sole discretion of Cirrus Consulting Group. Under no circumstances shall Cirrus Consulting Group be required to provide you with any information or updates regarding the New User, except to confirm the referral;

- Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect. Nothing in this Agreement will constitute or be construed as constituting or tending to create an agency, partnership or employer/employee relationship between you and us.

## Indemnity

You agree to indemnify, defend and hold Cirrus Consulting Group and its affiliates, and their respective directors, officers, employees, shareholders, partners and agents (collectively, the “Cirrus Consulting Group Parties”) harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys’ fees) incurred by any Cirrus Consulting Group Party in connection with any breach by you of this Agreement. Cirrus Consulting Group reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Cirrus Consulting Group’s defense of such claim.

## Term and Termination

This Agreement is effective so long as you participate in the Program or until the Program is discontinued by Cirrus Consulting Group, whichever first occurs. The Referral Program or any aspect of it can be discontinued at any time in Cirrus Consulting Group’s discretion upon notice posted on the Site. Upon posting of such notice, the Program and this Agreement shall be thereby terminated as it relates to you.

## Limitation of Liability

In no event shall Cirrus Consulting Group or any of its directors, officers, employees, shareholders, partners, licensors or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this agreement or the referral program, or any rights granted to you hereunder, even if Cirrus Consulting Group has been advised of the possibility of such damages, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

## Age and Responsibility

You represent and warrant that you are of sufficient legal age and to create binding legal obligations for any liability you may incur as a result of your participation in the Program.

## Applicable law

Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Toronto, Ontario, Canada.

If Cirrus Consulting Group is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse Cirrus Consulting Group for its legal fees, costs and disbursements if Cirrus Consulting Group is successful.

## General

You specifically agree and acknowledge that you have reviewed the terms of this Agreement, and you agree to be bound by them.

## Contact

If you have concerns relating to the Program or this Agreement, please contact Cirrus Consulting Group at 1.800.459.3413 or visit us online at [www.cirrusconsultinggroup.com/contact/](http://www.cirrusconsultinggroup.com/contact/).

## Acknowledgement

You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and Cirrus Consulting Group regarding the Cirrus Consulting Group Referral Program, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and Cirrus Consulting Group relating to the subject of this agreement.