

MOMENTUS CUSTOMER REFERRAL PROGRAM

TERMS AND CONDITIONS

Effective Date: September 14, 2026

1. PROGRAM OVERVIEW

Momentum Technologies, LLC ("**Company**") offers a Customer Referral Program ("**Program**") to eligible customers who refer qualified prospects ("**Referrals**") to the Company. These Terms and Conditions govern participation in the Program offered by Company to you (the "**Participant**").

2. ELIGIBILITY

2.1 Geographic Limitation: The Program is available to customers of Company located in the United States or Canada only.

2.2 Employee Exclusion: Employees of Company and its affiliates, subsidiaries, and related entities are not eligible to participate in the Program.

2.3 Prior Engagement Restriction: A referred prospect ("**Prospect**") must not have been engaged by Company in any capacity within the 12 months immediately preceding the referral date. "**Engaged**" includes, but is not limited to, prior sales discussions, proposals, demonstrations, trials, meetings or other business interactions. The Company will notify the Participant within 7 business days if the referral is barred due to the Prior Engagement Restriction. A referral that is not barred due to the Prior Engagement Restriction is considered a "**Valid Referral**."

3. REFERRAL REQUIREMENTS

3.1 Valid Referral:

A Valid Referral is eligible for compensation to a Participant when:

- a. a Prospect completes a demonstration ("**Demo**") of the Company SaaS software with a member or members of the Company's sales team. The Prospect's completion of the Demo shall entitle the Participant to a gift card or donation to a 5013c charity in the amount of \$100; and
- b. a Prospect executes a binding contract with Company for Company SaaS within six (6) months of the date the Prospect is referred to the Company. Execution of a contract shall entitle the Participant to a gift card or donation to a 5013c charity in the amount of \$400. Valid Referrals that do not result in a signed contract within this timeframe are not eligible for compensation.

4. REWARDS AND LIMITATIONS

4.1 Annual Limit: Each Participant is eligible to receive a maximum of \$1,999.00 in gift card rewards during any single calendar year (January 1 through December 31), measured when the gift card is issued to the Participant.

4.2 Reward Distribution: All rewards will be issued within thirty (30) days of demo completion or contract execution, subject to verification of referral eligibility. Gift cards will be sent electronically.

5. PROGRAM TERMINATION AND MODIFICATIONS

5.1 At-Will Termination: Company reserves the right to cancel, suspend, or terminate the Program at any time, for any reason, and without prior notice to Participants.

5.2 Program Changes: Company may modify the terms of the Program at its sole discretion.

6. GENERAL TERMS

6.1 No Guarantee: Participation in the Program does not guarantee any compensation. Company is the sole arbiter of referral eligibility and reward qualification.

6.2 Tax Responsibility: Participants are solely responsible for any tax obligations arising from rewards received under this Program. Company will issue appropriate tax documentation as required by law.

6.3 Compliance: Participants must comply with all applicable laws and regulations in their jurisdiction. Company reserves the right to disqualify any Participant who violates applicable laws or these Terms and Conditions.

6.4 Conflict of Interest: Referrals involving conflicts of interest, including but not limited to referrals of related parties or entities with which the participant has financial interests, may be rejected at the Company's discretion.

7. LIMITATION OF LIABILITY

Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from participation in the Program, including but not limited to lost profits or business opportunities.

8. DISPUTE RESOLUTION

Any disputes arising from this Program shall be governed by the laws of the State of Delaware.

9. ENTIRE AGREEMENT

These Terms and Conditions, along with any Program-related communications from Company constitute the entire agreement regarding the Customer Referral Program and supersede all prior understandings and agreements.

For questions about the Referral Program, please contact marketing@gomomentus.com.