



TrueLynk Advisor Agreement (Binding Terms)

Effective Date: Upon digital acceptance

Last Updated: 12-02-25

The following terms form the complete, binding Advisor Agreement between TrueLynk Corp. and the Advisor. Nothing in the summary above modifies these terms.

1. Parties and Scope

This Advisor Agreement ("Agreement") is entered into between TrueLynk Corp., a Delaware corporation headquartered in California ("TrueLynk"), and the individual or entity agreeing to these terms ("Advisor"). This Agreement governs Advisor's participation in the TrueLynk Platform and interactions involving Advisors, Solution Providers ("Clients"), and Enterprises (end buyers or qualified organizations). The version displayed in the Platform is the controlling version. Continued use of the Platform constitutes acceptance of updated terms.

2. Purpose, Standards, and Contribution Types

Advisor participates as an independent contributor and may create value through:

- (a) Warm Introductions and Facilitation – providing high-signal introductions, validating relationships, advancing meetings, and participating in meetings when appropriate.
- (b) Strategic Advisory Support (Optional) – when mutually agreed, providing strategic guidance including GTM strategy, segmentation, prioritization, or positioning.
- (c) Network and Ecosystem Expansion – referring or validating Advisor candidates and/or prospective Solution Providers.

Advisor agrees to act professionally, represent relationships truthfully, follow Platform rules, and comply with applicable laws.

3. Engagement Structure

Engagements occur through:

- (a) TrueLynk-Managed Engagements – TrueLynk coordinates the opportunity.
- (b) Solution Provider-Directed Engagements – a Client chooses to work with Advisor.

All expectations and compensation must be confirmed in writing or through the Platform before Advisor contacts any Enterprise.

4. Advisor Roles

Advisor may serve in one or more of the following roles:

- Connector / Facilitator
- Meeting Participant
- Strategic Advisor (optional)
- Co-Advisor
- Recruiting Contributor

Roles vary by opportunity.

5. Compensation Framework

Compensation may include Meeting Fees, Revenue Share, strategic advisory fees, referral rewards, equity or equity-linked consideration, and custom terms. Advisor is entitled only to compensation that:

1. Has been approved by TrueLynk and/or the Client,
2. Appears in the Confirmed Compensation Terms in the Platform or in written approval, and
3. Relates to approved, qualifying activity.

6. Required Approvals Before Any Outreach

Advisor may not contact any Enterprise until:

6.1 Match Approval – approval for the specific Enterprise contact; and

6.2 Terms & Budget Approval – confirmation of meeting fees, revenue share, and related terms.

Both approvals must appear in the Platform.

7. Revenue Share

Unless otherwise agreed in writing:

- Advisor earns 50% of revenue actually received by TrueLynk (or by a Client under a TrueLynk-managed arrangement) that is directly attributable to Advisor's qualified introduction.
- Revenue Share may include recurring revenue, commissions, bonuses, or equity-based revenue.
- Revenue is attributable only when Advisor's introduction is the direct source.
- Revenue Share continues for the duration of the Client–Enterprise engagement unless otherwise agreed.
- Payments are made only on amounts actually received.

8. Meeting Fees (Examples Only; Platform Governs)

Common examples include:

- Level 1 (High-Impact Meeting): \$1,500
- Level 2 (Quality Meeting): \$750
- Level 3 (Warm Intro Only): \$500

Actual fees for each match are defined solely by the Confirmed Compensation Terms in the Platform.

9. Additional Compensation and Recruiting Rewards

9.1 Advisor Referral Rewards – 10% of the referred Advisor's net Revenue Share for up to 24 months.

9.2 Solution Provider Referral Rewards – 7.5% of TrueLynk's net revenue from referred Clients for up to 24 months, unless otherwise negotiated.

9.3 TrueLynk may modify or discontinue incentive programs at its discretion.

10. Lead Submission

All Enterprise leads must be submitted through the Platform or an authorized representative. Only pre-approved leads qualify for compensation.

11. Visibility Settings

Advisor may choose between Private Mode (default) and Public Mode. Visibility may be changed at any time.

12. Payment Timing

Payments are processed monthly, typically by the 15th, subject to verification and receipt of funds.

13. Contact Privacy and Relationship Data

- Relationship metadata may be shown.
- Contact information remains private unless Advisor authorizes sharing.
- Advisor must have lawful rights to any data submitted.

14. Confidentiality

Advisor agrees to protect all non-public information. Confidentiality obligations survive termination for 24 months.

15. Non-Solicitation

Advisor agrees not to cold-solicit Clients, Advisors, or TrueLynk employees; not to circumvent TrueLynk; and not to use Platform data for unrelated purposes.

16. Conflict-of-Interest Restriction (Narrow Non-Compete)

Advisor may work with any other platform or network.

However, while supporting a specific Client and for 12 months thereafter, Advisor will not support a direct competitor of that Client for the same opportunity or materially similar scope of work unless all relevant parties consent in writing.

17. Independent Contractor Status

Advisor is an independent contractor and is responsible for taxes, insurance, and compliance. Advisor is not an employee, agent, partner, or joint venturer of TrueLynk or any Client.

18. Term and Termination

Either party may terminate with 30 days' notice. TrueLynk may terminate immediately for cause. Termination does not affect Advisor's right to compensation for qualifying pre-termination activity.

19. Eligibility and Participation Review

Participation begins after TrueLynk approves Advisor's application. TrueLynk may request information, restrict access, or suspend participation for quality, compliance, or performance reasons.

20. Dispute Resolution

Disputes will be resolved through binding arbitration in Delaware under the rules of the American Arbitration Association.

21. Governing Law

This Agreement is governed by the laws of the State of Delaware.

22. Digital Acceptance

By clicking "Agree," submitting a profile, or using the Platform, Advisor accepts this Agreement.

23. Updates and Controlling Terms

TrueLynk may update or modify this Agreement at any time. The version displayed in the Platform is the official, governing version. Continued use of the Platform constitutes acceptance of updated terms. Any examples (including typical meeting fees or referral illustrations) are illustrative only; the Confirmed Compensation Terms displayed in the Platform govern in the event of inconsistency.