

## CLIENT REFERRAL PROGRAM

*When you introduce us to companies that could benefit from working with First Factory, this is our way of giving back.*

How It Works:	Your Reward Options:
<ul style="list-style-type: none"><li>❖ Introduce First Factory to a company that could benefit from nearshore development support.</li><li>❖ We'll collaborate to qualify and sign on your referred company.</li><li>❖ You earn a reward of your choice.</li></ul>	<ul style="list-style-type: none"><li>❖ Bonus First Factory development team service hours</li><li>❖ Additional High Value Services</li><li>❖ Charitable Donation</li></ul>

### What Counts as a Qualified Referral?

A referral qualifies when the following are met:

- The company is based in the **U.S. or a similar market**
- There is a **clear software development or staff augmentation need**
- You make a **direct introduction**
- They agree to a **discovery call within 30 days**
- The referral is logged via the **official form within 48 hours**

### How Do I Receive My Reward?

You receive your reward when:

- The referred client **signs a contract** with First Factory
- The referred client's **first payment** is received and clears
- The referred client's engagement remains **active for 60 days**

**Payout timing:** Within 30 days after the new client's first payment is confirmed

**Payout options:** Account credit or donation

**Submit a Referral:** Use the official Google Form [here](#). It takes less than 60 seconds.

## TERMS & CONDITIONS

### 1. Program Overview

The First Factory Client Referral Program ("Program") is designed to reward existing First Factory clients for introducing qualified new prospective clients to First Factory.

Participation in the Program constitutes acceptance of these Terms & Conditions ("Terms").

### 2. Eligibility

Participation in the Program is limited to current First Factory clients in good standing at the time the referral is submitted.

The Program is not open to:

- First Factory employees or contractors
- Agencies, brokers, or third parties operating under separate commercial agreements
- Individuals or entities restricted by law or regulation

First Factory reserves the right to approve or reject participation at its sole discretion.

### 3. Definition of a Qualified Referral

A "Qualified Referral" must meet all of the following criteria:

1. The referred company is net new to First Factory
2. The referred company has not been contacted by First Factory within the prior six (6) months
3. The referral is submitted through First Factory's designated referral process
4. The referral includes a warm introduction, defined as an email or direct introduction connecting First Factory to the referred prospect
5. The referred company meets First Factory's minimum qualification criteria, including but not limited to scope, budget, and strategic fit.

Name-only submissions do not qualify as referrals.

### 4. Referral Review & Attribution

- All referrals are subject to review and validation by First Factory
- Referral attribution is determined on a first-submitted, qualified basis
- If multiple referrals are submitted for the same prospect, the earliest Qualified Referral will be recognized
- First Factory reserves the right to decline referrals that do not meet qualification standards

First Factory's determination regarding referral qualification and attribution is final.

### 5. Referral Reward Options

For each Qualified Referral that results in a signed client agreement and payment of the referred client's first invoice, the referring client may select one (1) of the following one-time rewards:

#### 1. Account Credit

- A credit applied to the referring client's existing or future First Factory invoices

#### 2. High-Value Service

- A predefined professional service offering provided by First Factory at no additional cost
- Scope and availability determined by First Factory

#### 3. Charitable Donation

- A donation made by First Factory to an approved charitable organization designated by the referring client

Reward values, service descriptions, and eligibility details may be outlined in Program materials or communicated separately.

### 6. Reward Timing & Fulfillment

- Rewards are issued only after the referred client's first invoice has been paid in full
- All rewards are one-time and non-recurring
- Rewards are non-transferable and may not be redeemed for cash

First Factory is not responsible for delays caused by incomplete information or third-party processing.

### 7. Participant Responsibilities

Participants agree to:

- Represent First Factory accurately and professionally
- Avoid misrepresentation of First Factory's services, pricing, or capabilities
- Refrain from spam, unsolicited outreach, or deceptive practices

- Comply with all applicable laws, regulations, and ethical standards

Any conduct that First Factory deems harmful to its reputation may result in removal from the Program.

#### **8. Non-Exclusivity**

Participation in the Program is non-exclusive. Neither party is obligated to submit or accept referrals, and no minimum referral volume is guaranteed.

#### **9. Confidentiality**

Participants may receive confidential or proprietary information during the referral process. All such information must be kept confidential and may not be disclosed to third parties without prior written consent.

This obligation survives termination of participation in the Program.

#### **10. Marketing & Public References**

First Factory may reference participating clients as referral participants only with prior written approval. Use of logos, testimonials, or co-marketing materials requires explicit consent from both parties.

#### **11. Program Modifications & Termination**

First Factory reserves the right to modify, suspend, or terminate the Program or these Terms at any time.

Changes will apply prospectively

Referrals submitted prior to termination will be honored if they otherwise qualify

#### **12. Limitation of Liability**

The Program is provided "as is." First Factory makes no guarantees regarding referral conversion, revenue outcomes, or reward eligibility.

To the maximum extent permitted by law, First Factory shall not be liable for indirect, incidental, or consequential damages arising from participation in the Program.

#### **13. Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.