

INDEPENDENT VENUE REFERRAL PROGRAM AGREEMENT

Last Updated: May 04, 2026

This Independent Venue Referral Program Agreement (this "Agreement") is entered into between **Uniquely Captive Media, LLC**, an Illinois limited liability company ("UC Media" or the "Company"), and the individual or entity identified in the online enrollment form submitted in connection with this Agreement ("Referral Partner"). By checking the acceptance box and submitting the enrollment form, Referral Partner agrees to be legally bound by this Agreement as of the date of form submission ("Effective Date"). UC Media's publication of this Agreement and acceptance of Referral Partner's enrollment form constitutes UC Media's acceptance. No countersignature by UC Media is required for this Agreement to be valid and binding.

Referral Partner's name, address, contact information, and entity details, as submitted in the enrollment form, are incorporated into this Agreement by reference. UC Media and Referral Partner may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, UC Media operates a media and advertising business that aggregates and monetizes advertising inventory in commercial venues throughout the United States;

WHEREAS, Referral Partner has pre-existing relationships with or independent access to commercial venues that may be interested in entering into advertising participation arrangements with UC Media;

WHEREAS, UC Media desires to establish a strictly limited referral program pursuant to which Referral Partner may introduce potential venue partners to UC Media in exchange for a referral fee, solely on the terms and conditions set forth herein;

WHEREAS, the Parties expressly intend that Referral Partner shall act solely as an independent referral source and shall not serve, and shall not be construed to serve, as a sales representative, agent, broker, franchise, or employee of UC Media in any respect; and

WHEREAS, Referral Partner enters into this Agreement freely and acknowledges that it is an independent business operator with the freedom to engage in other business activities not prohibited herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE AND SCOPE

1.1 Referral Program Only. This Agreement governs Referral Partner's strictly limited participation in UC Media's venue referral program (the "Program"). Referral Partner's sole authorized role under this Agreement is to make qualified introductions of potential venue partners to UC Media. Nothing in this Agreement shall be construed to authorize Referral Partner to act in any broader capacity on UC Media's behalf.

1.2 No Sales, Negotiation, or Representational Authority. Referral Partner is expressly prohibited from, and shall not, without UC Media's prior written authorization:

- (a) Soliciting advertising customers or revenue on UC Media's behalf;
- (b) Presenting, quoting, or negotiating pricing, revenue share percentages, or contract terms;
- (c) Distributing, executing, collecting, or transmitting contracts or agreements on UC Media's behalf;
- (d) Making representations about UC Media's services, capabilities, pricing, or business beyond providing a general, factual description of UC Media's business for the purpose of facilitating an introduction;
- (e) Collecting any payments, deposits, or commitments from prospective venues; or
- (f) Holding itself out to any third party as an employee, agent, sales representative, or authorized representative of UC Media.

1.3 Referral Partner's Independent Judgment. Referral Partner shall use its own independent judgment, resources, contacts, and methods to identify and introduce potential venues. UC Media does not and shall not direct or control the manner, means, timing, or method by which Referral Partner identifies or makes introductions, except as expressly set forth herein regarding eligibility criteria for referral compensation.

2. INDEPENDENT CONTRACTOR STATUS; NO EMPLOYMENT RELATIONSHIP

2.1 Independent Contractor. Referral Partner is, and shall at all times remain, an independent contractor. Referral Partner is not, and shall not be deemed to be, an employee, agent, partner, joint venturer, franchisee, or legal representative of UC Media for any purpose whatsoever, including for purposes of federal, state, or local tax, labor, employment, workers' compensation, benefits, or any other applicable law or regulation.

2.2 Factors Evidencing Independent Contractor Status. The Parties expressly acknowledge and agree that the following factors, among others, confirm Referral Partner's independent contractor status:

- (a) **No Behavioral Control.** UC Media does not and shall not control the manner, means, or methods by which Referral Partner performs any activities under this Agreement. Referral Partner has no set hours, no required work schedule, and no obligation to perform a minimum number of referrals;
- (b) **No Financial Control.** UC Media does not provide Referral Partner with any tools, equipment, workspace, or materials. Referral Partner bears its own business expenses and is free to engage in other business activities and to contract with other companies, including competitors of UC Media, except as expressly restricted herein;
- (c) **No Benefits.** Referral Partner is not entitled to and shall not receive any employee benefits from UC Media, including but not limited to health insurance, retirement benefits, vacation pay, sick leave, expense reimbursement, unemployment compensation, or workers' compensation coverage;
- (d) **Tax Responsibility.** Referral Partner shall be solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes or contributions arising from or related to payments received under this Agreement. UC Media shall not withhold any taxes from payments made to Referral Partner;
- (e) **No Exclusivity.** This Agreement does not create an exclusive relationship. Referral Partner is free to perform similar referral or consulting services for other companies; and

(f) **No Minimum Compensation.** Referral Partner has no guaranteed income, salary, or minimum payment under this Agreement. All compensation is contingent on the occurrence of a Qualified Referral as defined herein. Any calculations of potential income in promotional materials are simplified and used solely for illustrative purposes; actual results will likely vary.

2.3 No Authority to Bind. Referral Partner has no authority, express or implied, to enter into any contract, make any commitment, or bind UC Media to any agreement, obligation, representation, or liability of any kind, and shall not represent to any third party that it has such authority. Any such purported commitment shall be void ab initio.

2.4 Indemnification for Misclassification Claims. In the event that any governmental authority determines that Referral Partner is or was an employee of UC Media based on Referral Partner's conduct or representations inconsistent with this Agreement, Referral Partner shall indemnify, defend, and hold harmless UC Media from and against any resulting taxes, penalties, interest, benefits costs, workers' compensation claims, unemployment insurance obligations, and any other liabilities or expenses (including reasonable attorneys' fees) arising from such determination.

2.5 Referral Partner Certification. By accepting this Agreement, Referral Partner certifies that: (a) it operates as an independent business; (b) it is not economically dependent on UC Media; (c) it has not been promised, and does not expect, any employment relationship with UC Media; and (d) it has had the opportunity to consult with legal and tax advisors prior to acceptance.

3. QUALIFIED REFERRALS AND REFERRAL CODE PROCESS

3.1 Referral Code Issuance. Upon acceptance of this Agreement, UC Media shall issue Referral Partner a unique alphanumeric referral code ("Referral Code"). The Referral Code shall be personal to Referral Partner, non-transferable, and may not be shared with, assigned to, or used by any other person or entity. UC Media reserves the right to deactivate and reissue a Referral Code at any time upon written notice to Referral Partner, provided that any Qualified Referral validly attributed to the prior code prior to deactivation shall not be affected.

3.2 How Referral Attribution Works. Referral credit shall be attributed to Referral Partner solely through the verified entry of Referral Partner's unique Referral Code by the venue during UC Media's official online venue onboarding process. No other method of referral submission or communication — including verbal introductions, emails to UC Media personnel, text messages, or third-party submissions — shall establish referral attribution or give rise to any compensation obligation under this Agreement.

3.3 Qualified Referral Definition. A "Qualified Referral" means a venue onboarding that satisfies all of the following conditions, as determined by UC Media in its sole and final discretion:

- (a) The venue independently enters and submits Referral Partner's valid, active Referral Code during the online onboarding process at the time of application — not retroactively after submission or at any later stage of onboarding;
- (b) The Referral Code is entered by an authorized representative of the venue with actual authority to bind the venue;
- (c) The referred venue has not previously entered into, and is not at the time of onboarding subject to, any existing or prior Venue Participation Agreement with UC Media, and has not been attributed to another referral partner through a prior valid Referral Code submission within the preceding twelve (12) months;

(d) The venue successfully completes UC Media's onboarding process and executes a binding Venue Participation Agreement; and

(e) UC Media, in its sole and absolute discretion, determines that the venue is a commercially viable and acceptable location for the Program.

3.4 Retroactive Code Entry. Under no circumstances shall a Referral Code entered or submitted after a venue has already initiated, partially completed, or fully completed the onboarding process establish a Qualified Referral or give rise to any compensation obligation. The Referral Code must be entered at the time of the venue's initial onboarding submission to be valid.

3.5 Referral Partner's Responsibility. Referral Partner is solely responsible for ensuring that any venue it introduces to UC Media is informed of the requirement to enter Referral Partner's Referral Code during the online onboarding process. UC Media bears no responsibility for a venue's failure to enter, correctly enter, or timely enter the Referral Code, and no compensation shall be owed to Referral Partner in such circumstances regardless of the nature of Referral Partner's relationship with or introduction of the venue.

3.6 Code Integrity. Referral Partner shall not: (a) distribute its Referral Code through mass marketing channels, public websites, social media, or any medium that does not involve a direct, personal introduction to a specific venue decision-maker; (b) incentivize, compensate, or otherwise induce any venue to enter its Referral Code in exchange for any benefit; or (c) attempt to manipulate the referral attribution system in any manner. Violation of this Section 3.6 shall constitute a material breach of this Agreement and shall immediately disqualify all pending referrals associated with the misused Referral Code, with no compensation payable.

3.7 Disputed Attribution. In the event that two or more referral partners claim credit for the same venue, attribution shall be determined solely by which valid Referral Code was entered first during the onboarding process, as recorded in UC Media's system of record. UC Media's records shall be deemed conclusive and binding in the event of any dispute. No compensation shall be paid to any party with respect to a disputed referral until UC Media has made a final determination.

3.8 Excluded Referrals. The following shall not constitute Qualified Referrals and shall not give rise to any compensation obligation:

(a) Any onboarding in which no Referral Code was entered, regardless of any prior introduction or relationship between Referral Partner and the venue;

(b) Any onboarding in which an incorrect, expired, deactivated, or fraudulently obtained Referral Code was entered;

(c) Venues already under contract with UC Media or that appear in UC Media's existing venue network at the time of onboarding;

(d) Onboardings attributable to UC Media's own direct marketing, advertising, or outbound sales efforts, regardless of whether Referral Partner had any prior contact with the same venue; or

(e) Any venue onboarding completed after the termination of this Agreement, even if Referral Partner introduced the venue prior to termination.

3.9 Sole Determination Authority. UC Media shall have sole, final, and binding discretion to determine whether an onboarding constitutes a Qualified Referral. UC Media shall notify Referral Partner in writing within thirty (30) days of a completed venue onboarding whether the associated referral has been accepted or rejected as a Qualified Referral, along with the basis for any rejection.

4. REFERRAL COMPENSATION

4.1 Tiered Referral Fee Structure. As the sole and exclusive compensation for Referral Partner's participation in the Program, UC Media shall pay Referral Partner a referral fee calculated as a percentage of Net Revenue actually received by UC Media that is directly attributable to each referred venue, for a period of twelve (12) months commencing on the effective date of the applicable Venue Participation Agreement (the "Earning Period"). The applicable percentage shall be determined by the cumulative number of Qualified Referrals credited to Referral Partner over the lifetime of this Agreement, according to the following schedule:

Cumulative Qualified Referrals	Applicable Rate
1st through 5th Qualified Referral	15% of Net Revenue
6th through 10th Qualified Referral	17.5% of Net Revenue
11th Qualified Referral and beyond	20% of Net Revenue

4.2 Tier Determination and Locking. The applicable compensation rate for each Qualified Referral shall be determined at the time that referral is confirmed as a Qualified Referral by UC Media pursuant to Section 3.9, and shall be locked at that rate for the entirety of that referral's twelve (12) month Earning Period. A subsequent tier advancement shall not retroactively alter the compensation rate applicable to any previously confirmed Qualified Referral.

4.3 Tier Tracking and Transparency. UC Media shall maintain a running count of each Referral Partner's confirmed Qualified Referrals and shall include the current cumulative count and applicable tier in each monthly payment statement issued under Section 4.5. In the event Referral Partner disputes its tier count, Referral Partner must notify UC Media in writing within thirty (30) days of receiving the relevant monthly statement, or such dispute shall be deemed waived.

4.4 Net Revenue Defined. "Net Revenue" means gross cash advertising revenue actually received by UC Media in cleared funds from third-party advertisers attributable to the referred venue, less the following documented deductions:

- (a) Advertiser refunds, credits, and chargebacks actually issued;
- (b) Sales taxes and similar governmental charges actually remitted;
- (c) Documented third-party sales agency or representative commissions, not to exceed fifteen percent (15%) of gross revenue; and
- (d) Credit card or payment processing fees actually incurred.

"Net Revenue" shall not be reduced by UC Media's internal overhead, salaries, general and administrative costs, or any inter-company allocations.

4.5 Payment Timing and Monthly Statements. Referral compensation shall be calculated monthly and paid within thirty (30) days following the end of each calendar month in which UC Media receives the applicable Net Revenue. Each payment shall be accompanied by a written statement setting forth, for each referred venue in an active Earning Period: (a) gross revenue attributable to that venue for the month; (b) each deduction category and amount; (c) Net Revenue; (d) the applicable compensation tier and rate; (e) the resulting referral

fee; and (f) Referral Partner's current cumulative Qualified Referral count and tier status.

4.6 No Double Compensation. Referral Partner shall not be entitled to referral compensation for any venue for which referral compensation is simultaneously payable to another referral partner, employee, or contractor of UC Media. UC Media's good-faith determination of any competing claim shall be final and binding.

4.7 Effect of Termination on Tier Status. Upon termination of this Agreement for any reason, Referral Partner's tier status shall be frozen as of the termination date. Referral compensation shall continue to be paid through the remainder of any active Earning Period for Qualified Referrals confirmed prior to termination, at the rate locked for each such referral at the time of confirmation. No new Qualified Referrals shall accrue following termination, and no further tier advancement shall occur.

4.8 Taxes. All referral compensation payments are gross amounts. Referral Partner shall be solely responsible for all applicable federal, state, and local taxes. UC Media shall issue IRS Form 1099 (or applicable equivalent) for all payments totaling Six Hundred Dollars (\$600) or more in a calendar year. Referral Partner shall provide UC Media with a completed IRS Form W-9 prior to the first payment and promptly upon request thereafter.

4.9 No Other Compensation. The tiered referral fee described in this Section 4 constitutes the sole and exclusive compensation to which Referral Partner is entitled under this Agreement. Referral Partner is not entitled to any salary, hourly pay, renewal commissions (except as set forth in Section 5.2), expense reimbursement, benefits, equity, or any other form of compensation.

5. LIMITATIONS; STALE REFERRALS; RENEWALS

5.1 Stale Referrals. A referral shall be deemed stale and ineligible for compensation if a Venue Participation Agreement is not executed within nine (9) months of the referral submission date, unless UC Media agrees in writing to extend such period with respect to a specific referral.

5.2 Renewals and Additional Locations. Referral Partner shall be entitled to referral compensation only with respect to the initial Venue Participation Agreement executed by the referred venue during the Earning Period. Referral Partner shall have no right to compensation for: (a) renewals or extensions of the initial agreement; (b) amendments or expansions of the initial agreement; or (c) agreements covering additional or different locations of the same venue, unless expressly agreed in a separate written instrument.

5.3 No Minimum Referrals. Referral Partner has no obligation to submit any minimum number of referrals and UC Media has no obligation to accept or close any referral submitted by Referral Partner.

6. REFERRAL PARTNER REPRESENTATIONS AND WARRANTIES

Referral Partner represents and warrants to UC Media, as of the Effective Date and throughout the Term, that:

- (a) If Referral Partner is an entity, it is duly organized and validly existing under the laws of its state of formation, and the individual accepting this Agreement has full authority to bind Referral Partner;
- (b) Referral Partner has the full right and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) Referral Partner's execution and performance of this Agreement does not violate any agreement, obligation, fiduciary duty, or applicable law to which Referral Partner is subject, including any

non-compete, non-solicitation, or exclusivity agreements with any prior or current employer or contracting party;

(d) Referral Partner will not make any false, misleading, or unauthorized representations about UC Media, its services, pricing, or capabilities to any prospective venue;

(e) Referral Partner will conduct itself professionally and ethically in all interactions with prospective venues in connection with this Agreement; and

(f) Referral Partner is not currently subject to any legal, regulatory, or disciplinary proceeding that would impair its ability to perform under this Agreement.

7. CONFIDENTIALITY

7.1 Confidential Information. In connection with this Agreement, UC Media may disclose to Referral Partner certain non-public, proprietary, or confidential information, including without limitation: venue prospect lists, advertiser relationships and pricing, revenue data, business strategies, program terms, operational methods, and the terms of this Agreement (collectively, "Confidential Information"). Referral Partner shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without UC Media's prior written consent; and (c) use Confidential Information solely for the purpose of participating in the Program.

7.2 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly known through no fault of Referral Partner; (b) was rightfully known to Referral Partner prior to disclosure; (c) is independently developed by Referral Partner without use of or reference to UC Media's Confidential Information; or (d) is required to be disclosed by law or court order, provided Referral Partner provides UC Media with prompt written notice and reasonably cooperates with any effort by UC Media to seek a protective order.

7.3 Survival. Referral Partner's obligations under this Section 7 shall survive termination or expiration of this Agreement for a period of three (3) years.

7.4 Injunctive Relief. Referral Partner acknowledges that any breach of this Section 7 would cause irreparable harm to UC Media for which monetary damages would be an inadequate remedy, and that UC Media shall be entitled to seek immediate injunctive or other equitable relief without the requirement of posting bond or proving actual damages.

8. NON-CIRCUMVENTION AND NON-SOLICITATION

8.1 Non-Circumvention. During the Term and for a period of twenty-four (24) months following the expiration or termination of this Agreement, Referral Partner shall not, directly or indirectly:

(a) Contract with, solicit, or engage any venue introduced to UC Media through Referral Partner's participation in the Program, for the purpose of providing advertising placement, out-of-home media, venue monetization, or any substantially similar service, without UC Media's prior written consent;

(b) Assist, enable, or facilitate any third party in soliciting or contracting with any such venue for such purposes; or

(c) Take any action intended to deprive UC Media of the benefit of any venue relationship developed in whole or in part through Referral Partner's participation in the Program.

8.2 Non-Solicitation of UC Media Personnel. During the Term and for twelve (12) months following termination, Referral Partner shall not, directly or indirectly, solicit, recruit, or hire any employee, contractor, or referral partner of UC Media.

8.3 Reasonableness. Referral Partner acknowledges that the restrictions in this Section 8 are reasonable in scope, duration, and geographic reach given the nature of UC Media's business and the information to which Referral Partner will have access. If any provision is deemed unenforceable as written, a court may modify it to the minimum extent necessary to make it enforceable.

8.4 Injunctive Relief. Referral Partner acknowledges that breach of this Section 8 would cause irreparable harm to UC Media, and that UC Media shall be entitled to seek immediate injunctive or equitable relief without the requirement of posting bond, in addition to all other available remedies.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Referral Partner Indemnification. Referral Partner shall defend, indemnify, and hold harmless UC Media and its members, managers, officers, employees, agents, and successors from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- (a) Any breach by Referral Partner of any representation, warranty, covenant, or obligation under this Agreement;
- (b) Any misrepresentation made by Referral Partner to any prospective venue or third party regarding UC Media, its services, or this Agreement;
- (c) Any claim by any governmental authority that Referral Partner is or was an employee of UC Media based on Referral Partner's conduct;
- (d) Referral Partner's violation of any applicable law, regulation, or third-party agreement; or
- (e) Any gross negligence or willful misconduct by Referral Partner.

9.2 UC Media Indemnification. UC Media shall defend, indemnify, and hold harmless Referral Partner from and against third-party claims arising from UC Media's material breach of this Agreement or UC Media's gross negligence or willful misconduct.

9.3 Limitation of Liability. In no event shall UC Media be liable to Referral Partner for any consequential, incidental, indirect, special, or punitive damages, or for lost profits or lost business opportunity, arising out of or related to this Agreement, even if advised of the possibility of such damages. UC Media's total aggregate liability to Referral Partner under this Agreement shall not exceed the total referral fees actually paid to Referral Partner in the three (3) months immediately preceding the event giving rise to the claim.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect until terminated by either Party in accordance with this Section 10.

10.2 Termination for Convenience. Either Party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other Party.

10.3 Termination for Cause. UC Media may terminate this Agreement immediately upon written notice to Referral Partner in the event of:

- (a) Any breach by Referral Partner of Sections 2, 3.2, 7, or 8 of this Agreement;
- (b) Any misrepresentation or fraudulent conduct by Referral Partner in connection with the Program;
- (c) Any conduct by Referral Partner that, in UC Media's reasonable judgment, is likely to cause reputational, legal, or financial harm to UC Media; or
- (d) Referral Partner's insolvency, assignment for the benefit of creditors, or commencement of any bankruptcy or similar proceeding.

10.4 Effect of Termination. Upon expiration or termination of this Agreement:

- (a) All referral compensation accrued with respect to Qualified Referrals accepted prior to the termination date shall survive and remain payable through the applicable Earning Period, subject to the terms of this Agreement;
- (b) No referral compensation shall be payable with respect to any referral submission made after the termination date;
- (c) Referral Partner shall promptly return or destroy any Confidential Information of UC Media in its possession; and
- (d) Sections 2.4, 6, 7, 8, 9, 10.4, 11, 12, 13, and 14 shall survive expiration or termination.

11. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

11.1 Good Faith Negotiation. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, or validity thereof ("Dispute"), the Parties shall first attempt to resolve the Dispute through good faith negotiation between senior representatives for a period of fifteen (15) days following written notice of the Dispute.

11.2 Binding Arbitration. If the Dispute is not resolved through negotiation, it shall be submitted to final and binding arbitration administered by JAMS (or, if JAMS is unavailable, AAA) pursuant to its then-current Streamlined Arbitration Rules and Procedures (for claims under \$250,000) or Comprehensive Arbitration Rules (for claims \$250,000 or above). The arbitration shall be conducted by a single arbitrator, in Cook County, Illinois, and the arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction.

11.3 Class and Collective Action Waiver. **ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. REFERRAL PARTNER EXPRESSLY WAIVES ANY RIGHT TO BRING, PARTICIPATE IN, OR RECOVER FROM ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING AGAINST UC MEDIA. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE CLAIMS OR PROCEED ON A CLASS BASIS.**

11.4 Exceptions. Notwithstanding the foregoing, either Party may seek immediate injunctive or other equitable relief from a court of competent jurisdiction without first engaging in negotiation or arbitration, and without waiving the right to arbitrate the underlying merits of the Dispute.

11.5 Prevailing Party Fees. In any arbitration or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, arbitration costs, and related expenses from the non-prevailing Party.

12. GOVERNING LAW AND JURISDICTION

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws principles.

12.2 Jurisdiction. For any matter not subject to arbitration under Section 11, each Party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and waives any objection to the laying of venue in such courts.

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement, together with any written exhibits or addenda, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether oral or written.

13.2 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and executed by an authorized representative of UC Media and by an authorized representative of Referral Partner. No course of dealing, prior practice, or oral representation shall constitute an amendment.

13.3 Assignment. Referral Partner may not assign, transfer, delegate, or subcontract this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law, or otherwise, without UC Media's prior written consent, which may be withheld in UC Media's sole discretion. Any purported assignment in violation of this Section shall be null and void. UC Media may freely assign this Agreement to any affiliate, successor, or acquirer.

13.4 Notices. All notices under this Agreement shall be in writing and deemed delivered when: (a) personally delivered; (b) sent by nationally recognized overnight courier with confirmation; (c) sent by certified mail, return receipt requested; or (d) sent by email with written confirmation of receipt (not including auto-reply), to:

If to UC Media: Uniquely Captive Media, LLC, Attn: Patrick Driscoll, 2261 Jack Nicklaus Dr., Belleville, IL 62220; patrick@uniquelycaptive.com.

If to Referral Partner: The address and contact information submitted in the online enrollment form, as may be updated by Referral Partner in writing to UC Media.

13.5 Waiver. No failure or delay by either Party in exercising any right or remedy shall operate as a waiver. No single exercise of any right or remedy shall preclude any further exercise thereof.

13.6 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

13.7 Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one instrument. Electronic and digital signatures shall be deemed valid and binding under applicable law, including E-SIGN.

13.8 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing it to be drafted. Section headings are for convenience only and shall not

affect interpretation.

13.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein creates any third-party beneficiary rights.

14. FORMATION AND ACCEPTANCE

By checking the box labeled "*I agree to the Referral Partner Agreement*" and submitting the enrollment form, Referral Partner represents and warrants that:

- (a) The individual completing the form has full legal authority to bind Referral Partner to this Agreement;
- (b) All information submitted in the enrollment form is accurate and complete;
- (c) Referral Partner has read, understands, and agrees to be bound by this Agreement in its entirety, including the binding arbitration provision in Section 11.2 and the class action waiver in Section 11.3; and
- (d) Referral Partner has had the opportunity to consult with legal and tax advisors prior to acceptance.

A timestamped record of Referral Partner's acceptance, including the IP address, date, time, and enrollment form data, will be retained by UC Media as evidence of formation. This electronic acceptance constitutes a valid and binding signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable Illinois law.

This Agreement is entered into electronically. Referral Partner's acceptance is recorded upon form submission. © Uniquely Captive Media, LLC. All rights reserved.