



REFERRAL PROGRAM POLICY

Company	TCG Machines Inc.
Policy owner	Sales & Marketing
Version	V1- September 2026
Applies to	Referral Program participants and referral agreements incorporating this Policy

1. PURPOSE AND APPLICATION

- 1.1 This Policy establishes the default definitions, eligibility rules, attribution standards, compensation terms, payment rules, conduct requirements, and administrative procedures applicable to the TCG Machines Referral Program.
- 1.2 This Policy may be incorporated by reference into a partnership agreement, customer agreement, referral addendum, preferred referral partner addendum, strategic partner agreement, or other written instrument between TCG Machines and a Referrer.
- 1.3 Where an incorporated written agreement sets a different referral-specific commercial term, that written term will control to the extent of the conflict. Equipment possession, promotional obligations, deposits, warranties, software, support, payment obligations, and return obligations remain governed by the applicable customer or partnership agreement unless expressly modified.

2. DEFINITIONS

- 2.1 **Accepted Referral** A Referral that has been reviewed and recognized by TCG Machines as eligible for potential Referral Compensation.
- 2.2 **Active Account** An account for which an applicable customer agreement is in effect, the Equipment has been delivered where delivery is required, and the account is not in cancellation, return, unresolved payment failure, or material default. Identifiable internally as the 'AN#'.
- 2.3 **Active Sales Opportunity** A prospective customer currently engaged in substantive sales discussions with TCG Machines. Unless otherwise determined by TCG Machines, substantive sales activity during the preceding 90 days will generally constitute an Active Sales Opportunity.
- 2.4 **Company** TCG Machines Inc.
- 2.5 **Compensation Type** The method by which Referral Compensation is provided will be limited to credit on an Active Account unless otherwise agreed by the Company and will be treated on a case by case basis.
- 2.6 **Conversion** The point at which a Referred Company completes a Qualifying Transaction and satisfies the conditions required for Referral Compensation to become earned under this Policy. Unless a written agreement states otherwise, a company can only be considered a conversion on a initial machine purchase.

- 2.7 **Dormant Opportunity** A prospective customer that previously communicated with TCG Machines but is no longer considered an Active Sales Opportunity. A Dormant Opportunity may qualify as a new Referral at TCG Machines' discretion.
- 2.8 **Earned Referral Compensation** Referral Compensation for which all applicable eligibility, Conversion, and payment conditions under this Policy have been satisfied.
- 2.9 **Effective Date** means the date on which this Policy becomes effective, as identified in the version information appearing at the beginning of this Policy.
- 2.10 **Equipment** The PhysBatch-9000 card sorting machine and any related parts, accessories, shipping containers, tools, materials, or documentation supplied by TCG Machines.
- 2.11 **From Company / Referrer** The person or Company responsible for introducing or identifying a prospective customer to TCG Machines. Where referrals are tracked through the TCG Machines Companies Database, the From Company is the originating Company associated with the Referral.
- 2.12 **Initial Purchase** means the first purchase of Equipment by a Referred Company, including any additional units for which a complete deposit is received within six months after the date of the first order. Units ordered after that period will not form part of the Initial Purchase unless otherwise approved by the Company.
- 2.13 **Payment Date / Date Received** The date on which Referral Compensation is actually paid, credited, or otherwise delivered to the Referrer.
- 2.14 **Qualifying Transaction** A transaction designated by TCG Machines as eligible to generate Referral Compensation, including an eligible direct purchase, financing or ownership arrangement, lease-to-own arrangement, or another approved machine acquisition program.
- 2.15 **Referral** An introduction, recommendation, or identifiable transfer of a prospective customer from a Referrer to TCG Machines for the purpose of considering TCG Machines products or services.
- 2.16 **Referral Compensation** Any payment, account credit, discount, commission, product consideration, or other compensation approved by TCG Machines in connection with a qualifying Referral.
- 2.17 **Referral Date** The date on which a Referral is first submitted to, recorded by, or otherwise recognized by TCG Machines.
- 2.18 **Referral Period** The period during which an Accepted Referral remains eligible for Referral Compensation. Unless otherwise agreed in writing, the Referral Period is 12 months from the Referral Date.
- 2.19 **Referred Company / Referred Customer** The prospective or actual customer introduced to TCG Machines through a Referral. Where referrals are tracked through the TCG Machines Companies Database, the 'To Company' is the Referred Company.
- 2.20 **Software and Support Fee** TCG Machines' recurring fee for software access, card data and firmware updates, technical support, and related customer support services.
- 2.21 **Preferred Partner** A Referrer whose relationship with TCG Machines extends beyond introductions and may include recurring lead generation, marketing, promotion, distribution, sales activity, or other commercial responsibilities governed by a separate written agreement or addendum.

3. STANDARD REFERRAL COMPENSATION

- 3.1 Unless otherwise agreed in writing, TCG Machines will provide an approved Referrer with \$1,000 USD in Referral Compensation for each Conversion.
- 3.2 Alternative compensation or Customer Incentive structures may be established in writing for Preferred Partners, affiliates, creators, distributors, enterprise arrangements, or other channel relationships.
- 3.3 A Referrer may request that Referral Compensation be paid in an alternate currency. Approval is at the discretion of the Company. Where approved, the Referrer agrees that the amount will be converted using the applicable market exchange rate determined by the Company on the Payment Date.

- 3.4 Referrals made before the Effective Date of this Policy are not automatically eligible for Referral Compensation. The Company may, at its sole discretion, recognize a prior referral and determine the amount and form of any associated Referral Compensation.
- 3.5 **Referred Customer Incentive.** Unless otherwise agreed in writing, an eligible Referred Company will receive a \$250 USD credit, which may be applied against shipping costs associated with its Qualifying Transaction or, at the Company's discretion, against the purchase price of the Equipment.

4. ELIGIBLE REFERRALS

- 4.1 To qualify for Referral Compensation, each Referral must satisfy the following requirements:
- 4.1.1 The prospective customer must be identified by, introduced to or confirmed with TCG Machines by the Referrer and vice versa before the Referral Period elapses;
 - 4.1.2 The Referral must be submitted before, or at substantially the same time as, the introduction or another commercial step that would otherwise establish TCG Machines' independent sales relationship;
 - 4.1.3 TCG Machines must accept or record the Referral as eligible;
 - 4.1.4 The prospective customer must not already be engaged in an Active Sales Opportunity with TCG Machines; and
 - 4.1.5 The prospective customer must complete a Qualifying Transaction within the applicable Referral Period.
- 4.2 A prospect that previously communicated with TCG Machines may still qualify where the previous opportunity is considered dormant.
- 4.3 TCG Machines retains final discretion regarding Referral eligibility and attribution, acting reasonably and consistently with its internal records.
- 4.4 The Referrer may be eligible for additional Referral Compensation where the Referred Company acquires more than one unit of Equipment as part of its Initial Purchase. Any additional Referral Compensation after the Initial Purchase will be at the sole discretion of the Company and considered on a case-by-case basis.

5. REFERRAL ATTRIBUTION AND TRACKING

- 5.1 Where more than one party claims the same prospect, Referral credit will ordinarily be awarded to the first qualifying Referral accepted or recorded by TCG Machines.
- 5.2 TCG Machines may track referrals in its CRM, by email notation, referral code, partner landing page, customer self-identification, or another process reasonably adopted by TCG Machines.
- 5.3 A Referrer may request reasonable confirmation of whether a referred prospect has been recorded. TCG Machines may withhold customer details where necessary to preserve privacy, confidentiality, or sales-process integrity.
- 5.4 TCG Machines' CRM and internal sales records will be the primary record for determining Referral attribution.
- 5.5 A Referrer may not attribute a Referral on another customer's behalf without that customer's acknowledgement or other evidence reasonably accepted by TCG Machines.

6. REFERRAL PERIOD

- 6.1 An Accepted Referral remains eligible for Referral Compensation for 12 months from the Referral Date unless a written agreement states otherwise.
- 6.2 Transactions occurring after the Referral Period do not automatically qualify for compensation unless otherwise approved by TCG Machines.

7. QUALIFYING TRANSACTIONS

7.1 Qualifying Transactions may include:

7.1.1 Direct machine purchases;

7.1.2 Approved financing or ownership plans;

7.1.3 Lease-to-own arrangements; and

7.1.4 Other machine acquisition programs specifically designated by TCG Machines as referral-eligible.

7.2 Temporary demonstrations, evaluation units, promotional placements, complimentary equipment, and short-term rentals or trials do not constitute Qualifying Transactions unless specifically approved otherwise.

7.3 Where a rental or trial later converts to an eligible purchase, financing, or lease-to-own arrangement, the later transaction may become a Qualifying Transaction if all other Referral requirements are satisfied.

8. EARNING AND PAYMENT OF REFERRAL COMPENSATION

8.1 Unless a written agreement states otherwise, Referral Compensation becomes earned after:

8.1.1 The Referred Company completes a Qualifying Transaction with TCG Machines;

8.1.2 Any required initial deposit or payment has been received;

8.1.3 The applicable customer agreement is in effect; and

8.1.4 The Referred Company has taken delivery of the Equipment and the account is an Active Account.

8.2 Approved Referral Compensation will ordinarily be issued within 30 days after becoming earned.

8.3 Unless otherwise agreed in writing, Referral Compensation will be applied as credit to the Referrer's Active Account where one exists. Where the Referrer does not maintain an Active Account, or where the Company approves another Compensation Type, Referral Compensation may be paid or provided by another method approved by the Company.

8.4 The Referrer is responsible for providing information reasonably required to process payment and for satisfying any applicable tax or reporting obligations relating to Referral Compensation.

9. CANCELLATIONS, FRAUD AND REVERSALS

9.1 No Referral Compensation is payable where a Qualifying Transaction is cancelled or reversed before the Referral Compensation becomes earned.

9.2 TCG Machines may withhold, reverse, or decline Referral Compensation resulting from fraud, material misrepresentation, duplicate attribution, artificial transactions, misleading claims, spam, coercion, or other material violations of this Policy.

9.3 Ordinary customer churn or cancellation occurring after legitimate Referral Compensation has been earned and issued will not normally result in a clawback.

10. CUSTOMER RELATIONSHIP, AUTHORITY AND PUBLIC CLAIMS

10.1 Referrers may introduce prospective customers to TCG Machines but are not authorized to act on behalf of TCG Machines unless separately authorized in writing.

10.2 Unless separately authorized in writing, a Referrer may not:

10.2.1 Negotiate customer agreements or commercial terms on behalf of TCG Machines;

10.2.2 Modify or independently quote TCG Machines pricing or promotions;

10.2.3 Guarantee delivery dates, product functionality, or future features;

10.2.4 Approve financing, provide official technical support, or make warranties or commitments on behalf of TCG Machines;

10.2.5 Enter into agreements on behalf of TCG Machines; or

- 10.2.6 Represent themselves as an employee, agent, distributor, or authorized representative of TCG Machines unless that relationship exists under a separate written agreement.

11. INELIGIBLE REFERRALS

- 11.1 Unless specifically approved in advance, Referral Compensation is not available for:
 - 11.1.1 Self-referrals;
 - 11.1.2 Referrals between entities under common ownership or control;
 - 11.1.3 TCG Machines employees referring prospective customers as part of their employment;
 - 11.1.4 Artificial or fraudulent transactions; or
 - 11.1.5 Customers already engaged in an Active Sales Opportunity with TCG Machines.

12. PRICING, DISCOUNTS AND STACKING

- 12.1 Referral Compensation is generally independent of the commercial pricing ultimately negotiated between TCG Machines and the Referred Company.
- 12.2 TCG Machines retains sole authority over product pricing, discounts, financing, delivery, contractual terms, promotions, and customer eligibility.
- 12.3 Unless TCG Machines agrees otherwise in writing, referral benefits may not be stacked with other discounts, promotions, partner offers, negotiated pricing, or third-party referral programs.

13. REPORTING, CONFIDENTIALITY AND ADMINISTRATION

- 13.1 TCG Machines will use commercially reasonable efforts to maintain internal records of referred prospects, Referred Companies, Referral status, and Referral Compensation.
- 13.2 TCG Machines may provide a Referrer with reasonable status updates upon request, including whether a referred opportunity remains open, has converted, has been paid, or has been closed.

14. TERM, CHANGES AND TERMINATION

- 14.1 TCG Machines may modify, suspend, or discontinue the Referral Program prospectively at its discretion.
- 14.2 Changes will not normally affect Referral Compensation already earned under an Accepted Referral. Contracted Referrals remain subject to the applicable written agreement.
- 14.3 TCG Machines may remove a participant from the Referral Program where it reasonably determines that the participant has abused the program, materially misrepresented TCG Machines or its products, or otherwise acted contrary to the intent of the program.
- 14.4 Unless a written agreement states otherwise, termination of a referral relationship does not affect an Accepted Referral submitted before termination if that Referral converts within 180 days after termination and otherwise satisfies this Policy.
- 14.5 Termination of a referral relationship does not terminate any separate customer agreement, security deposit obligation, equipment return obligation, payment obligation, confidentiality obligation, or other surviving obligation between the parties.