

CERTN REFERRAL PARTNERSHIP PROGRAM

TERMS OF SERVICE

This agreement (the “**Agreement**”) is made and entered into by and between Certn Holdings Inc. (“**Certn**”) a company incorporated under the laws of the Province of British Columbia, and each entity applying to the Program, as defined below, through the Platform (each a “**Referral Prospect**”).

1. General Terms and Definitions.

- a. “**Certn Sites**” include, without limitation, certn.co, certnlime.ca, and certnlime.com (each a “Certn Site”)
- b. “**Content**” means any and all banner advertisements, text, links, widgets, data, images, videos, PDFs, graphics and/or any other information, documentation, or materials provided by Certn to a Referral Partner to promote and/or advertise Certn’s Services in connection with the Program.
- c. “**Platform**” means the PartnerStack referral partner management platform, owned and operated by PartnerStack Inc. (www.partnerstack.com), which will provide infrastructure to support Program operations including tracking and reporting, Content hosting, and will serve as a clearinghouse for the Referral Fees paid by Certn to Referral Partners.
- d. “**Program**” means the “Certn Referral Partnership Program” operated by Certn pursuant to which each Referral Partner advertises and/or promotes through its Site the Services available on Certn Sites for the purposes of earning Referral Fees.
- e. “**Referral Partner**” means a Referral Prospect who has received Acceptance (until such time this Agreement is terminated in accordance with Section 24(a)).
- f. “**Services**” means background screening services.
- g. “**Site**” means a website, application or, by extension, other digital, print or broadcast media that Referral Partner (or Referral Prospect, as the case may be) publishes, including, but not limited to websites, applications, social media posts, emails, radio, and television advertisements.
- h. “**Tracking Link**” means the link provided by the Platform to ensure the Referral Partner’s referral activity is tracked and reported by the Platform in an accurate manner. It is the Referral Partner’s responsibility to embed the Tracking Link in the Content.

2. Enrollment Process.

- a. In order to enroll in the Program, Referral Prospect must complete and submit an accurate application (the “**Application**”). Certn will evaluate the Application and will notify Referral Prospect of acceptance or rejection. Certn reserves the right, in its sole and absolute discretion, to accept or reject the Application for any, or no reason, whatsoever. If Referral Prospect’s Application is accepted, Referral Prospect will receive an email notification of such acceptance to the Program (“**Acceptance**”), including directions on how to sign up for the Platform and access to a Referral Partner Tracking Link. If the Application is temporarily rejected, Referral Prospect is welcome to reapply to the Program after two (2) weeks of receiving the notice of rejection. If the Application is permanently rejected, Referral Prospect will not be able to reapply to the Program. A permanent or temporary rejection may be made for a number of reasons, including, but not limited to, “**Unsuitable Sites**,” such as Sites that:
 - i. promote sexually explicit materials;
 - ii. promote violence;
 - iii. promote discrimination based on race, sex, religion, nationality;
 - iv. disability, sexual orientation, or age;
 - v. promote illegal activities;
 - vi. violate intellectual property rights;
 - vii. promote or contain libelous or defamatory materials;
 - viii. violate privacy rights;
 - ix. promote the use of pyramid, “Ponzi”, or similar investment schemes;
 - x. include “Certn”, or variations or misspellings thereof in their domain names;
 - xi. disparage Certn;

- xii. are under construction or not live at the time of Application;
- xiii. do not clearly state an online privacy policy to their visitors; or
- xiv. provide a portion or all of their Referral Fees to Sites or organizations that violate any of the above criteria.

b. Referral Prospect will ensure that the information in the Application, including contact information, is complete and accurate. Upon Acceptance, Referral Partner will ensure that contact and account information is kept up-to-date at all times in the Platform. Referral Partner (or Referral Prospect, as they case may be) hereby gives Certn permission to email or otherwise communicate with Referral Partner (or Referral Prospect, as they case may be) regarding any matters relating to the Program and to this Agreement. Referral Partner (or Referral Prospect, as they case may be) agrees that Certn, or Certn's representatives may store, use, and process contact data in connection with the Program, including, but not limited to, account administration, maintenance and support activities, and payment.

3. **Sites.** Referral Partner is solely responsible for: (i) the technical operation of its Site and for all related equipment; (ii) creating and posting the descriptions of the Services on its Site and linking those descriptions to the respective Certn Site; (iii) the accuracy and appropriateness of materials posted on its Site; (iv) ensuring that materials posted on its Site do not violate or infringe upon Certn's intellectual property rights or those of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights); (v) ensuring that materials posted on its Site are not libelous or otherwise illegal; (vi) ensuring that Tracking Link is in the format specified by Certn; (vii) clearly disclosing on its Site how it collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers.

4. **Services.** Referral Partner will refer entities requesting the Services to Certn. Certn shall have the right to accept or deny any such referrals based on vetting requirements and regulatory responsibilities of a consumer reporting agency. All accepted referrals shall be described in this Agreement as "**Referred Entities**" and each a "**Referred Entity.**" Certn shall, either directly or through one or more wholly owned subsidiaries, provide background screening services to Referred Entities.

5. Referral Fees.

a. As long as Referral Partner remains a Referral Partner, Referral Partner will receive Referral Fees from Certn for each Referred Entity that:

- i. creates a user account on a Certn Site by clicking the Tracking Link specific to the Referral Partner;
- ii. has not received a proposal from Certn regarding the Services in the last 12 months;
- iii. has not had one or more meetings or communications with Certn regarding the Services in the last 12 months;
- iv. is not already an existing customer of Certn (including any subsidiaries);
- v. uses the Services and completes a request for a background screening report ("**Report**"); and
- vi. pays the necessary fees related to the delivery of a Report.

b. Certn shall pay a Referral Fee for each referral of a Referred Entity who completes a Report equal to twenty percent (10%) of gross revenue received from Referred Entities for such month ("**Referral Fee**"). For clarity, "**gross revenue**" shall not include reimbursements paid to Certn by Referred Entities for court access charges and other pass-through search-related costs. Each payment by Certn to the Referral Partner shall be accompanied by such written records and accounting as shall be reasonably required to evidence the gross revenue received from the Referred Entities in such month.

6. **Refunds.** In the event that Certn pays Referral Fees to Referral Partner in error, Certn may collect such amount thereof directly from Referral Partner or offset any future Referral Fees payable against such amount.

7. **Notification Regarding Rejected Referral.** Certn shall within ten (10) business days notify Referral Partner upon a rejection of any attempted referral.

8. **No Financial Obligation to Referral Partner's Employees.** Certn shall have no financial obligation to any Referral Partner's employees and Referral Partner agrees that it shall be solely responsible for compensation and expenses of its employees.

9. **Taxes.** Certn shall not be responsible for any taxes owed by Referral Partner arising out of Referral Partner's relationship with Certn as set forth in this Agreement. Certn shall not withhold any taxes from the Referral Fees.

10. **Program Rules.** By entering into this Agreement, the Parties acknowledge and agree that:

- a. All Content is and will remain Certn's intellectual property;
- b. Referral Partner will ensure that its Site is not and does not become an Unsuitable Site;
- c. Referral Partner is solely responsible for the development, operation, and maintenance of its Site, and for all materials that appear on its Site;
- d. Referral Partner will not offer any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) to use the Content;
- e. Referral Partner will not display or otherwise use Certn customer reviews or star ratings, in part or in whole, on its Site unless Referral Partner has obtained approval directly from Certn;
- f. Referral Partner will not cloak, hide, spoof, or otherwise obscure the URL of its Site containing Tracking Links (including by use of a redirecting page) such that Certn cannot reasonably determine the site from which a customer clicks through such Tracking Link to the respective Certn Site; and
- g. Certn reserves the right to modify any term or condition of this Agreement, at any time and in its sole discretion, by providing notice to the Referral Partner and posting a change notice or a new agreement to the Platform. IF ANY MODIFICATION IS UNACCEPTABLE TO REFERRAL PARTNER, THE ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT AND REFERRAL PARTNER'S STATUS. REFERRAL PARTNER'S CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING NOTICE OF A CHANGE NOTICE OR NEW AGREEMENT ON THE PLATFORM WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

11. **Account Management.** Certn shall process and deliver Reports to Referred Entities on an as needed and as requested basis. Customer background screening accounts of all Referred Entities shall be owned by Certn and, as such, Certn shall be responsible for all billing, collections, customer service and other aspects of providing the Reports to the Referred Entities.

12. **Legal Compliance.** Certn shall be responsible for all aspects of compliance with applicable laws, rules, and regulations which govern the provision and/or sale of the Reports. Notwithstanding the foregoing, under no circumstances shall Certn be responsible for ensuring Referral Partner's or Referred Entities' compliance with applicable laws, rules, and regulations.

13. **Marketing.** Referral Partner shall only market Certn's services using materials that have been approved and authorized by Certn. Once this Agreement terminates, Referral Partner shall discontinue marketing Certn's services and shall return all Certn materials to Certn.

14. **Partner Materials.** Referral Partner shall submit to Certn for approval all marketing collateral (including, but not limited to the Referral Partner's website, e-mails, brochures, reports, and newsletters) that uses the Certn name or likeness or otherwise makes mention of Certn or its services. Referral Partner shall ensure that any marketing collateral it uses or presents complies with all applicable laws, rules and regulations. Notwithstanding anything to the contrary in this Agreement, Referral Partner understands and agrees that, unless otherwise pre-approved in writing by Certn, Referral Partner may not display the name, logo or branding of Certn on any Referral Partner materials.

15. **Content and Paid Advertisements.**

- a. Referral Partner will not post or serve any Tracking Links or Content promoting the respective Certn Site within any pop-up or pop-under windows, transitional page ads, or layer ads around or in conjunction with the display of any Site that is not the Referral Partner's Site.
- b. Where Referral Partner links for the Program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement, Referral Partners must comply with the applicable disclosure laws and regulations which may require a clear disclosure statement (regarding its monetary relationship with Certn) within any and all pages, blog/posts, or social media posts. These include, but are not limited to, the disclosure laws and guidelines provided by the Federal Trade Commission ("FTC"). The FTC's Dot Com Disclosures Guidelines are available at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf>. The FTC's Endorsement Guidelines are available at https://www.ftc.gov/sites/default/files/attachments/press_releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf.

16. **Email Communications.**

- a. With respect to “**Electronic Communications**” (e.g., email messages and text messages), Referral Partner may not (i) generate or use Electronic Communication using or containing Certn’s intellectual property, or any variation or misspelling thereof, or other Content provided to Referral Partner as part of the Program; (ii) send any other Electronic Communication that in any way suggests, implies, misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that Certn or any related entity was the sender or sponsor of such Electronic Communication or procured or induced Referral Partner to send such Electronic Communication; (iii) forward, redistribute, or otherwise repurpose any Electronic Communication that we send to our Partners, Referral Partners or clients; and (iv) generate or send any unsolicited Electronic Communication (spam) under these terms. Referral Partner will act in compliance with all applicable laws and regulations, including without limitation, the CAN-SPAM Act of 2003 (“CAN-SPAM”), and Referral Partner agrees to protect, defend, indemnify and hold harmless us and our related entities from and against any claims, actions, liabilities, losses, damages, costs or expenses, including without limitation, attorneys’ fees and costs of litigation, incurred by us or our related entities arising out of or in connection with your violation of any of the terms or prohibitions contained in the Agreement or any law, rule or regulation.
- b. With respect to Electronic Communications, Referral Partner represents and warrants that (a) all recipients will be permission-based subscribers; (b) Referral Partner will not involve Certn in deceptive or misleading advertising or trade practices, or violations of privacy laws, (c) all Electronic Communications will accurately identify Referral Partner as the initiator of the communication in the ‘from’ line, and (d) Referral Partner mailing domain is publicly registered. Referral Partner is not allowed to sign up for the Services on behalf of any third party. Referral Partner is only permitted to link third parties to the Certn Site, and any and all information pertaining to such third parties shall be the sole and exclusive property of Certn.
- c. Referral Partner hereby agrees to receive email communications from Certn, including but not limited to product updates, Certn promotions and any other communications sent to the Referral Partner’s community. Referral Partner may opt out of promotional communications if Referral Partner so chooses via the opt-out mechanism included in the emails themselves.

17. **Material Changes.** Each Party agrees to notify the other of any significant changes in the type of content or services offered on their respective websites within five (5) business days of such change. If either Party reasonably determines that such change is inconsistent with its image, such Party may terminate this Agreement upon five (5) business days’ prior written notice to the other Party.

18. **Security.** Certn will use commercially reasonable efforts to ensure that its facilities and all personally identifiable information are maintained in a secure environment equal to the security used to protect identifying and demographic data collected by Certn from other sources, but in no event shall the security employed by Certn be less than what is commercially reasonable.

19. **Confidentiality.** Each Party agrees that during the term of this Agreement, it may be provided with confidential information and/or trade secrets which are vital to the continued success of the other Party. Each Party acknowledges that it is necessary for the protection and legitimate interest of the other Party for this information to remain strictly confidential. Each Party agrees to retain such information as strictly confidential and a trade secret of the other Party. Each Party further agrees not to use or cause such information to be used, except in the performance of its obligations under this Agreement. All such information shall remain the sole property of the disclosing party. Each Party agrees to indemnify the other Party for any damages, including reasonable attorneys’ fees, which result from the disclosure of the other Party’s confidential information for any purpose other than the performance of the Parties obligations under this Agreement.

20. **Privacy Policy.** Referral Partner agree to be bound by our [Privacy Policy \[link\]](#) (as may be updated from time to time). The Privacy Policy contains the terms and conditions that governs Referral Partner’s (and Referral Prospect’s, as the case may be) access to and use of the Certn Sites. In the event that the Privacy Policy conflicts with this Agreement, this Agreement will control.

21. **Representations and Warranties; Indemnification.** Referral Partner (and Referral Prospect, as the case may be) represents, warrants and covenants that (a) it has full corporate right, power and authority to enter into the Agreement, (b) the entering into and delivery of the Agreement and the performance of it’s obligations do not conflict with, or constitute a default under any covenant, agreement, judgment, law, order or contract to which it is subject, (c) any advertising or promotion of Certn’s Reports or Services by Referral Partner will be solely in connection with Referral Partner’s participation in the Certn Referral Partnership Program and will comply with all instructions provided by Certn, and (d) it will not use any Certn intellectual property (including any trademarks or copyrighted material) except as approved in writing by Certn in each instance. Referral Partner (or Referral Prospect, as the

case may be) agrees to defend, indemnify and hold harmless Certn, its affiliates and each of their officers, directors, stockholders, employees, representatives and agents from and against any claims, demands, actions, suits, investigations, liabilities, losses, damages, costs and expenses, including attorneys' fees and costs, arising out of, relating to, or incurred in connection with (a) its actual or alleged breach of the Agreement including any of the representations, warranties or covenants set forth herein, and/or (b) its fraud, gross negligence or willful misconduct.

22. DISCLAIMER. THE CERTN REFERRAL PARTNERSHIP PROGRAM AND ALL OTHER PRODUCTS, SERVICES AND RIGHTS PROVIDED OR OTHERWISE MADE AVAILABLE BY OR ON BEHALF OF CERTN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT GUARANTEE, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND REMOTE HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN.

23. WAIVER. REFERRAL PARTNER UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CERTN, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATORS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND/OR FROM PARTICIPATION IN THE CERTN REFERRAL PARTNERSHIP PROGRAM, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT CERTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

24. Term and Termination.

- a. **Term.** This Agreement will remain in full force and effect until terminated by either Party. Each Party shall have the right to terminate this Agreement with or without cause at any time by providing thirty (30) days prior written notice to the non-terminating Party. In the event of any termination of this Agreement by Certn, except as it relates to a termination for material breach of this Agreement by Referral Partner or a violation of an applicable law by the Referral Partner, Certn shall continue to make payments in accordance with this Agreement for two (2) years following termination of this Agreement provided Certn continues to provide Reports to any Referred Entity during such time period.
- b. **Termination for Cause.** Either Party may terminate this Agreement upon ten (10) calendar days' prior written notice of a material breach by the other Party, provided such breach is not cured within such ten-day (10-day) period. Certn may terminate this Agreement effective immediately by providing written notice to Referral Partner if Referral Partner (a) engages in conduct that is reasonably likely to damage Certn's reputation or (b) engages in activity that Certn determines in its reasonable discretion to be fraudulent, including but not limited to knowingly causing any incomplete, misleading or false information to be presented to Certn.
- c. **Termination of System Access.** To the extent that Referral Partner has been furnished with access to Certn's computer or telecommunications networks, API, systems or databases ("**Systems**") in connection with the services contemplated herein to be performed by Referral Partner, upon termination or expiration of this Agreement, Referral Partner shall immediately discontinue any and all use of the Systems and immediately return (and not retain in any form) any and all materials, property, documents, data or other information which facilitated or otherwise enabled Referral Partner's access to the System(s).

25. Miscellaneous.

- a. **Force Majeure.** Neither Party shall be deemed in default under this Agreement, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to: pandemic, earthquake, fire, flood, storm or other natural disaster, epidemic, act of God, government action, regulation or law, labor disturbance or threat thereof, civil disturbance or commotion, shortage or failure of suppliers, public utilities or common carriers, disruption of the public markets, war, insurrection or armed conflict, or any other cause beyond the control of such Party (a "**Force Majeure Event**"), provided that the Party claiming relief due to such cause shall have taken all commercially reasonable measures to avoid such event and to eliminate or mitigate the impact of any such event.

- b. **Counterparts.** This Agreement may be executed in one or more counterparts. A signature delivered via facsimile transmission or electronic signature or other reasonable means shall be deemed as effective as an original signature.
- c. **Enforceability.** The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement. The remainder of the Agreement shall remain in full force and effect.
- d. **Governing Law.** This Agreement is governed by the laws of the Province of British Columbia without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.
- e. **Entire Agreement.** This Agreement embodies the entire representations, agreements, and conditions in relation to the subject matter hereof and no representations, understandings, or agreements, oral or otherwise, in relation thereto exist between the Parties. This Agreement may not be amended except by an instrument in writing duly executed by the Parties hereto. Any and all prior referral agreements are hereby revoked.
- f. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party shall assign or otherwise transfer this Agreement or any interest herein without the prior written consent of the other Party.
- g. **Third-Party Beneficiaries.** Unless specifically stated otherwise in some other section of this Agreement, there are no third-party beneficiaries to this Agreement. To be clear, neither Party's customers or prospects, or Referred Entities, shall have the right to enforce this Agreement.
- h. **Survival.** The following Sections and provisions shall survive termination of this Agreement: Confidentiality, Indemnification, Term and Termination, Miscellaneous and any provision(s) that the fees, payment and taxes section states shall survive termination of this Agreement.
- i. **Notices.** Notices under this Agreement will be in writing and will be delivered by personal delivery, nationally recognized overnight carrier, conventional mail, or email with such notice becoming effective upon receipt by the receiving party at the address provided during Referral Partner's onboarding; provided, however, that each Party may change its address for purposes of this notice provision by providing written notice of such change in address to the other Party in accordance with this Section.