



REFERRAL PARTNER AGREEMENT

Version 1.0
Effective
September
2, 2026

20%

of eligible net subscription revenue actually collected during the referred customer's first 12 months.

This Referral Partner Agreement (the "**Agreement**") is entered into between **Xordigital/CondoSys 14805909 Canada Inc.**, operating the CondoSys platform ("**CondoSys**"), and the individual or organization identified in the signature section ("**Referral Partner**"). CondoSys and the Referral Partner are each a "**Party**" and together the "**Parties**".

The Agreement becomes binding only when it has been approved and signed by CondoSys. Downloading, reviewing, or submitting this document does not create a partnership or any entitlement to commission.

1. Purpose

The Referral Partner may introduce prospective condominium corporations, homeowner associations, property managers, building administrators, rental-property operators, or other qualified organizations to CondoSys. The Referral Partner's role is limited to making introductions and providing accurate, authorized information. CondoSys retains sole discretion over demonstrations, proposals, pricing, contracting, onboarding, service delivery, and customer acceptance.

2. Term

This Agreement begins on the date of the last signature and continues for one (1) year unless ended earlier under Section 12. The one-year commission period for each approved referred customer is separate and begins on the date CondoSys receives that customer's first eligible paid subscription invoice. Expiration or termination of this Agreement does not extend a commission period beyond its stated twelve months.

3. Eligible Referral

A referral is eligible only when all of the following conditions are satisfied:

- The Referral Partner submits the prospect's name and authorized business contact information to CondoSys before or promptly when making the introduction.
- The prospect is not an existing CondoSys customer and, during the preceding six months, was not already in an active documented sales discussion with CondoSys.
- The introduction complies with privacy, anti-spam, marketing, and other applicable laws, and the prospect has authorized the communication where authorization is required.
- CondoSys confirms the referral in writing and subsequently enters into a paid subscription agreement with the prospect.

If more than one person claims the same prospect, CondoSys will determine eligibility using its dated records and the first valid, documented introduction. CondoSys may reject a referral reasonably believed to be fraudulent, misleading, unauthorized, conflicted, or damaging to its reputation.

4. Commission

Subject to this Agreement, CondoSys will pay the Referral Partner a commission equal to **twenty percent (20%) of Eligible Net Collected Subscription Revenue** received from an approved referred customer during that customer's first twelve (12) months following the first eligible paid subscription invoice.

No commission is earned merely because a prospect is introduced, downloads information, requests a demonstration, signs a proposal, or is invoiced. Commission is earned only after CondoSys has actually received and retained the applicable customer payment.

5. Eligible Net Collected Subscription Revenue

Eligible Net Collected Subscription Revenue means recurring CondoSys software subscription fees actually received and retained by CondoSys, less only the following applicable amounts:

- GST/HST, sales tax, value-added tax, or similar taxes collected from the customer;
- refunds, credits, rebates, promotional credits, discounts, write-offs, chargebacks, returned payments, and disputed amounts;
- Stripe, PayPal, bank, card-network, foreign-exchange, and other payment-processing fees directly associated with collecting the referred customer's payment; and
- amounts paid or payable for third-party products, licences, integrations, hardware, telecommunications, professional services, custom development, migration, training, setup, or other non-subscription items.

General corporate expenses - including salaries, rent, advertising, hosting, insurance, and ordinary administrative overhead - will **not** be deducted when calculating the commission. Corporate income tax payable by CondoSys will not reduce the commission calculation.

6. Commission Statements and Payment

CondoSys will calculate earned commissions quarterly. Subject to receipt of any reasonably required invoice and tax information, payment will be made within thirty (30) days after the end of the applicable calendar quarter. CondoSys may carry forward an amount below CAD \$50 until the accrued amount reaches CAD \$50 or the Agreement ends.

Each statement may identify the referred customer, eligible subscription receipts, permitted deductions, applicable commission rate, prior adjustments, and amount payable. The Referral Partner must notify CondoSys in writing of a good-faith statement question within sixty (60) days after receiving the statement; otherwise, the statement will be considered accepted except for manifest error or fraud.

If a customer payment is later refunded, charged back, reversed, or found ineligible after commission has been paid, CondoSys may deduct the corresponding overpayment from future commissions or request repayment where no future commission is available.

7. Taxes

The Referral Partner is an independent contractor and is responsible for reporting commission income and paying all applicable income tax, GST/HST, sales tax, payroll obligations, and other governmental charges. Where the Referral Partner is validly registered and legally required to charge GST/HST, the Referral Partner must provide its registration number and a compliant invoice before the applicable tax amount is paid. CondoSys may withhold or report amounts where required by law.

8. Referral Partner Conduct

The Referral Partner will:

- describe CondoSys accurately and use only current, approved marketing materials;
- not make warranties, promises, pricing commitments, legal claims, security claims, or performance guarantees on behalf of CondoSys;
- not send unlawful unsolicited electronic messages, scrape contact information, impersonate another person, bid on restricted CondoSys brand terms, or use deceptive advertising;
- not collect customer payments, passwords, resident information, or sensitive personal information on behalf of CondoSys; and
- promptly disclose any actual or potential conflict of interest.

9. No Authority; No Legal Partnership

The Referral Partner is not an employee, franchisee, broker, agent, joint venturer, fiduciary, or legal partner of CondoSys. The marketing description "Referral Partner" does not create a partnership at law. The Referral Partner has no authority to bind CondoSys, negotiate or sign contracts for CondoSys, vary CondoSys terms, incur obligations, collect money, or represent that such authority exists.

10. Confidentiality and Privacy

Each Party will protect confidential business, technical, pricing, customer, and personal information received from the other Party and will use it only to perform this Agreement. Confidential information does not include information lawfully public, previously known without restriction, independently developed, or lawfully received from another source. A Party may disclose information where legally required after providing notice when permitted.

The Referral Partner will share only the minimum prospect information reasonably needed for an authorized introduction. The Referral Partner will comply with applicable privacy and electronic-marketing laws, including Canada's anti-spam requirements where applicable. The Referral Partner must not access the CondoSys database or customer/resident data unless separately authorized in writing.

11. Intellectual Property

CondoSys and its licensors retain all rights in the CondoSys name, software, content, documentation, trademarks, and related intellectual property. During the Term, CondoSys grants the Referral Partner a limited, revocable, non-exclusive, non-transferable licence to use approved CondoSys marketing materials solely to make permitted referrals. All use must follow CondoSys instructions and stops immediately when requested or when this Agreement ends.

12. Termination

Either Party may end this Agreement for convenience on thirty (30) days' written notice. CondoSys may suspend referrals or terminate immediately for fraud, misrepresentation, unlawful marketing, confidentiality or privacy breach, misuse of intellectual property, reputational harm, material breach, or conduct reasonably likely to expose CondoSys or a customer to liability.

After termination, no commission will arise from new introductions. Unless termination resulted from the Referral Partner's fraud, unlawful conduct, or material breach, properly approved customers acquired before termination may continue generating commission only for the remainder of their original twelve-month commission period, subject to all other terms. Sections concerning payment adjustments, taxes, confidentiality, intellectual property, liability, records, and general terms survive as necessary.

13. Records and Verification

CondoSys's ordinary business records will be used to calculate customer receipts and commissions. Upon a reasonable written question, CondoSys will provide an explanation sufficient to verify the calculation while protecting customer confidentiality. The Referral Partner will retain referral authorizations, invoices, and relevant tax records for at least six years or any longer period required by law.

14. Disclaimers and Limitation of Liability

No minimum number of referrals, customers, sales, or commission payments is guaranteed. To the maximum extent permitted by law, neither Party will be liable to the other for indirect, incidental, special, punitive, or consequential loss, or lost profits, arising from this Agreement. CondoSys's aggregate liability arising from this Agreement will not exceed the commissions paid or payable to the Referral Partner during the six months preceding the event giving rise to the claim, except where a limitation is prohibited by law.

15. Indemnity

The Referral Partner will indemnify and hold harmless CondoSys and its directors, officers, employees, and representatives from third-party claims, penalties, damages, and reasonable costs arising from the Referral Partner's unlawful marketing, unauthorized promises, breach of privacy or confidentiality obligations, infringement, fraud, wilful misconduct, or material breach of this Agreement.

16. Governing Law and Disputes

This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict-of-law rules. The Parties will first attempt in good faith to resolve a dispute through written notice and management discussion. If unresolved, the courts located in Toronto, Ontario will have exclusive jurisdiction, and each Party attorns to those courts.

17. General Terms

This Agreement and any written referral confirmation constitute the entire agreement concerning the referral program and replace prior discussions on that subject. An amendment must be in writing and accepted by both Parties, except that CondoSys may issue a new program version prospectively; an updated version will not reduce commission already earned. The Referral Partner may not assign this Agreement without CondoSys's written consent. CondoSys may assign it as part of a corporate reorganization, financing, merger, or sale of its business or assets. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder will continue. Failure to enforce a provision is not a waiver. Electronic signatures and counterparts are effective.

18. Notices

Formal notices under this Agreement must be sent by email with confirmation of delivery, or by another traceable written method, to the contact information stated below or to updated contact information provided in writing.

CONDOSYS	REFERRAL PARTNER
Legal name: Xordigital/CondoSys 14805909 Canada Inc. Address: Suite 400 - 1940 Eglinton Ave E, Ontario, Canada Email: condosys@xordigital.ca Telephone: (647) 473-7650 / (647) 473-7690	Legal name: _____ Address: _____ Email: _____ Telephone: _____

For Xordigital/CondoSys 14805909 Canada Inc.	Referral Partner
Signature: _____ Name: _____ _____ Title: _____ _____ Date: _____ _____	Signature: _____ Name: _____ _____ Title (if applicable): _____ _____ Date: _____ _____

Before execution, each Party should obtain any legal, accounting, and tax advice it considers appropriate.