EMP Partner Program

Capitol Electronics Inc.

# Program Overview

The EMP Partner Program allows a Capitol Partner to earn $500 for the first three successfully pain-in-full sales referred to Capitol by the Partner. $500 is awarded the Partner for each of the three successfully paid-in-full sales referred to Capitol by the Partner. Upon the successful completion of three successfully paid-in-full sales referred to Capitol by the Partner, the Partner is elevated to a higher compensation level. The compensation level allows the Partner to earn $500 for each CMCE device purchased in one transaction. There is no limit to the number of devices that can be sold in one, single transaction. Partner’s responsibility is to register opportunities and fulfill sales efforts.

# Referral Program

* **Registration:** Partner must register prospective client opportunities through the Partner Program portal to be accepted.
* **Acceptance**: **Registered Opportunities**. Capitol has sole discretion whether to accept an opportunity and may reject an opportunity for any reason, including if the prospective Client opportunity is (a) an existing Client of Capitol; (b) already in discussions with Capitol, its affiliates, or another partner; or (c) in the 45 days prior to registration has been (i) a Registered Opportunity, or (ii) a Client of Capitol. Capitol’s acceptance or rejection of a prospective Client opportunity will be provided via email. If Capitol does not respond to a potential opportunity within 5 days of registration, it is deemed rejected. Prospective Client opportunities that Partner registers through the Partner Portal and that Capitol accepts are “**Registered** **Opportunities**”.
* **Scope and Expiration.** Each Registered Opportunity applies only to the specific Client opportunity it identifies, not to any other sale or renewal (including to that Client or its affiliates). Registered Opportunities expire 45 days after registration unless Customer.io specifies another period in writing at the time of acceptance.
* **Sales Efforts**. For each Registered Opportunity, Partner must (a) actively introduce Capitol to the prospective Client, which at minimum includes introduction to an executive with budgetary responsibility for the department which would purchase a subscription to the Services, (b); provide any ongoing sales support as reasonably requested by Capitol; and (c) provide reasonable notice to Capitol upon Partner’s intent to cease contact with the prospective Client as a part of this Agreement. All subsequent contact with the Client relating to the Services will be at Capitol’s direction. Capitol has no obligation to enter into a transaction with any Client and any terms of service will be in Capitol’s sole discretion.
* **Referral Fees**. Subject to this Agreement, if a Registered Opportunity results in the Client’s paid CMCE device sale, Capitol will pay Partner a referral fee of $500. Upon the successful completion of three sales, Client is eligible to be elevated to an advanced commission rate of $500 per CMCE device sold in one transaction.

# Agreement

Term. This Agreement will have an initial term of any 12 month calendar-year in which you refer 3 clients and will renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current term ends (the “**Term**”).

* **Termination.** Either party may terminate this Agreement for no reason or any reason upon 30 days’ notice to the other party. Capitol may terminate this Agreement effective immediately upon notice if it ceases to offer the Program or if it determines that termination is necessary to comply with laws or to avoid liability or harm to its services, reputation, or users.
* **Effect of Termination.** Upon any expiration or termination of this Agreement, (a) each party will cease using the other party’s Brand Elements (subject to a reasonable take-down period) (b) Partner will delete any Capitol Confidential Information and if requested certify such deletion. Neither party will have any liability arising solely from a permitted termination of this Agreement.

# Terms and conditions

* Eligibility
* **Payment Terms**. Capitol will pay Referral Fees by the last day of each calendar quarter following the calendar quarter in which Capitol receives the applicable payment from the Client, based on invoiced amounts actually paid to Capitol.
* **No Other Amounts**. Partner is not owed any amounts other than Referral Fees. Notwithstanding anything else, Referral Fees apply only for Registered Opportunities for which Partner has complied with this Agreement and not any other Partner-identified leads or opportunities, even if resulting in a sale.