

## **Referral Program Agreement**

### **Terms and Conditions**

This Referral Program Agreement ("Agreement") governs your participation in this Wonderlic Referral Program ("Program"). This Agreement is between you ("You") and Wonderlic, Inc. ("Wonderlic"). By submitting a Referral, You agree to be bound by the terms of this Agreement. The Program expires on December 31, 2020 although Wonderlic reserves the right to terminate and/or modify this Agreement and the Program at any time without prior notice, at its sole discretion. In order to be eligible for the Program, you must enter and submit your contact information and the information for the organization ("Referral") you are referring on the web form. There are no limits on the number of organizations you may refer. However, you may not participate in the Program if you are an owner or an employee of the Referral, an employee of Wonderlic, or are under 18 years old. All applicable federal, state and local laws and regulations apply. Void outside the fifty (50) United States and the District of Columbia and where prohibited.

To be a "Qualified Referral" the Referral:

1. Cannot be a current Wonderlic customer or prospect and
2. Must pay Wonderlic at least \$500 for Wonderlic's services.

You will receive a \$100 gift card for each Qualified Referral You refer.

You are responsible for any and all tax reporting and tax liability related to this Program. Nothing in this Agreement or the Program will constitute or be construed as constituting or creating an agency, partnership, or employer/employee relationship between You and Wonderlic. You agree that this Agreement will be governed, construed and interpreted under the laws of the state of Illinois. You agree that any or all lawsuits brought by You pursuant to this Agreement will be brought in the courts of the state of Illinois.

**YOU RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WONDERLIC FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES AND CAUSES OF ACTION FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL, ECONOMIC AND INCIDENTAL DAMAGES), LIABILITY, LOSS, COST, FEES (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON (INCLUDING DEATH) OR PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF PARTICIPATING IN THIS PROGRAM. YOU AGREE**

THAT WONDERLIC ASSUMES NO LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THIS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY DUE TO AN INTENTIONAL ACT, AN ACT OF NEGLIGENCE OR DEFAULT AND/OR ANY ACT OF GOD. FURTHER YOU AGREE THAT ANY DAMAGES PURSUANT TO THIS AGREEMENT ARE CAPPED AT \$100.