

Referrer Program Agreement

This Referrer Program Agreement is made and entered into as of the date of grant set forth below.

BETWEEN: [WINSOFT TECHNOLOGIES LTD] (the "Owner"), a corporation, organization.

AND: [RECIPIENT NAME] (the "Recipient").

"Referrer" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action.

REFERRER RESPONSIBILITIES:

- It is understood that you will introduce Company software and services to your current and prospective customers and will comply with all laws as well those that govern email marketing and anti-spam laws.
- Company reserves the right to accept or reject any prospective customers and will pay you a commission per customer referred using your Referrer code according to the designated payment schedule.

SERVICE:

The Referrer is allowed to place links on his website to websites which have an Referrer Program registered at reportcardacademy.com

Any Referrer Program may be amended or terminated at any time. Information about the Referrer Programs will be available on Company website.

The Referrer must keep himself informed of any amendments of Referrer Programs, in particular if a registered website has terminated its Referrer Program or changed the conditions for remuneration to Referrers.

The Referrer must comply with the requirements of the Referrer Programme including in particular any stipulations as to the nature and content of the Referrer's web site and the use of third party or other Referrers trademarks and logos.

TERMS OF THE AGREEMENT:

- The term of this Agreement will begin upon our acceptance of Your Referrer Program application.
- You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Products and Services are not cancelled and comply with all Terms laid out in this Agreement.

- We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion.
- Any Referrer who violates either this Agreement or Company's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Company Referrer Program.
- Without limitation, Referrer's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Referrer's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

CONFIDENTIALITY:

Only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

INDEMNIFICATION:

- You hereby agree to indemnify and hold harmless Us and Our subsidiaries and Referrers, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:
- Any claim that our use of the Referrer Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party.
- Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein.
- Any claim related to your site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

ENROLLMENT IN THE REFERRER PROGRAM:

- To begin the enrollment process, you will fill the referrer form via our Website.
- We will evaluate your application and notify you of your acceptance or rejection.
- We may reject your application for any reason our sole discretion.
- We generally reject applications related to websites that: Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; Promote illegal activities or are intended to harass or defame anyone; Or variations or misspellings thereof in their domain names; or
- Otherwise violate our intellectual property rights or the intellectual property rights of others.
- If we reject your application, you are welcome to reapply to the Program at any time.

- If we accept your application, we reserve the right to terminate your participation in the Program for any reason in our sole discretion immediately without prior notice.

MODIFICATION:

- We may modify any of the terms and conditions in this Agreement at any time at our sole discretion.
- In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Company Referrer Program rules.
- If any modification is unacceptable to you, your only option is to end this Agreement.
- Your continued participation in Company Referrer Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

REFERRER PAYMENT:

- You will receive a Commission for sending a Company authorized sales, leads, and/or clicks via Your Links.
- In order to place Links, You must first be approved by a Company to become an Referrer of that Company's program.
- You understand that the Payout amount may be changed at any time.
- This information is also available to you at the reportcardacademy.com Member's Area.
- You are responsible for determining if the Payout for a Link you have placed on your site has changed or been discontinued.
- You receive the Commission (10%) from us on every purchases using your referrer code. Payments are made automatically on your provided account information 7 days after clients have used our service without any complaint or request for refund.

CONFIDENTIALITY:

- All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

SEVERABILITY:

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

APPLICABLE LAW:

- The laws of the States and Country will govern this Agreement, without reference to rules governing choice of laws.
- Any action relating to this Agreement must be brought in the federal or state courts located in Nigeria and you irrevocably consent to the jurisdiction of such courts.

- You may not assign this Agreement, by operation of law or otherwise, without our prior written consent.
- Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.
- Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

TERMINATION OF AGREEMENT:

- Either you or Company may terminate the Referrer relationship at any time.
- You are only eligible to earn Referrer payments during your time as an approved Referrer.
- Company may change the program or service policies and operating procedures at any time.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by a duly authorized officer, and Recipient has affixed his/her signature hereto.

Owner

Recipient

By: _____

By: _____

Name: _____

Name: _____