



Patient Connect Referral Partner Policy

Introduction:

Patient Connect is excited to offer a referral partnership program (“the Program”) that rewards partners for connecting new clients to our services (“Referral Partner”). Below are the terms and conditions that govern our Referral Partner relationships.

Eligibility and Referral Process:

Referral Partners are recognized as independent contractors and not as joint venture participants with Patient Connect or employees of Patient Connect. By participating in this Program, Referral Partner agrees to the terms and conditions set forth in this Patient Connect Referral Partner Policy. All of Patient Connect’s obligations under this Program are contingent upon Referral Partner not being in breach of any provision of this Policy. A successful referral requires that the referred client contracts with Patient Connect for a minimum of two receptionists (“Client”).

Referrals should be directed to Abram Stevens, who can be reached via email at abram.stevens@pcmcc.com, by calling 800-913-5260 or by scheduling a call with him directly at: <https://meetings.hubspot.com/abram-stevens>.

How Referral Fees Are Paid:

Referral Partners will receive a one-time payment of \$2000 for each referral that results in a Client contracting with and starting service with Patient Connect. There is a \$1,000 bonus referral fee added if the Client contracts with Patient Connect for five or more receptionists. Examples of referral payments are outlined in **Schedule A**.

Referral fees will be paid within sixty (60) days of the latter of: (i) Patient Connect’s receipt of an initial payment from the Client; or (ii) the Referral Partner’s submission of a W-9 and payment instructions to Patient Connect. Payments can be made electronically or via US mail to the address provided in the Referral Partner’s Patient Connect and/or W-9 form.

Referral Partners will be entitled to referral fees based only on the initial contracts signed as a direct result of the Referral Partners’ involvement. In the event a Client, without Referral Partner’s involvement, expands services after its initial contract, Referral Partner will not receive any referral fee on the expanded services.

Tax Responsibility:

Taxes will not be withheld from the Referral Partner payments. All tax liabilities on the referral payment are the sole responsibility of the Referral Partner.

Tracking of Referrals:

Patient Connect agrees to track all referrals from any Referral Partners, and timely notify Referral Partner if any referral from the Referral Partner becomes a Client of Patient Connect.

Referral Validation Process:

Patient Connect shall have the right of final approval of all sales, signups and any other Patient Connect agreements. Referrals that require services that are out of scope of what Patient Connect can do or chooses to do will not count towards a referral fee payout. Patient Connect has the first right of refusal if a referral project does not fit within their desired growth plan.

Marketing Materials:

Referral Partners may be provided with marketing materials from Patient Connect, in its sole and absolute discretion, to share with prospective referrals. Upon demand from Patient Connect, Referral Partner shall promptly return all promotional material provided by Patient Connect. Referral Partner may not create or disseminate unapproved promotional or marketing material related to Patient Connect, nor shall Referral Partner make any representation, promise, warranty related to Patient Connect's services. Referral Partner agrees to refrain from representing to third parties that it is a representative of Patient Connect.

Referral Partner Representations:

By participating in the Program, each Referral Partner represents and warrants that it has authority to participate in the Program, that participating in the Program will not violate any applicable law or contractual obligation of Referral Partner, and that Referral Partner will act in a professional manner when soliciting potential Clients.

Referral Partner Indemnification:

Referral Partner will indemnify and hold Patient Connect, its affiliates, and its representatives harmless from any loss or claim incurred by them, to the extent caused by (i) claims resulting from Referral Partner's representation or warrant of Patient Connect's products or services; (ii) any actual or alleged breach of Referral Partners' representations and warranties set forth herein; or (iii) any other actions, claims, suits, or proceedings against Patient Connect from a third party directly caused by the negligence of Referral Partner or its agents.

Non-Compete:

From the date of any referral payment and for three months thereafter, the Partner agrees not to engage in or assist others in engaging in any business that competes directly with the core services of Patient Connect. Further, the Partner shall not solicit or induce any client, customer, employee or business relation of Patient Connect to terminate or breach any contractual or business relationship with Patient Connect.

Non-Disclosure:

Referral Partner acknowledges that through this Program, they may have access to or become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by Patient Connect and/or used by Patient Connect in connection with the operation of its business including, without limitation, Patient Connect's business and product processes, methods, customer lists, accounts, and procedures. The Referral Partner agrees to keep all such confidential materials confidential and not to disclose them to anyone outside Patient Connect, either during or after the term of this Program, except as required in the course of this referral relationship with the Patient Connect.

Methods of attracting referrals

Referral Partners are required to obtain approval from Patient Connect's referral manager prior to engaging in any marketing campaigns or referral attraction methods before initiation. This approval process is designed to ensure that all activities align with Patient Connect's brand guidelines, legal compliance, and overall marketing strategy. To seek approval, Referral Partners must submit a proposal of their campaign to the referral manager, including objectives, methods, and materials to be used. The referral manager will review the proposal, in its sole and absolute discretion and may provide a denial, feedback, or approval. Requests that are not responded to are considered denied. Unauthorized campaigns may result in non-payment of commissions associated with unapproved methods and potential termination of the partnership, in addition to any claims at law.

Restriction of Email Campaigns:

Referral Partners are prohibited from conducting unsolicited email campaigns to attract referrals. Patient Connect already engages in extensive email marketing, and unauthorized email activities by Referral Partners risk violating anti-spam laws and could potentially lead to our domain and /or company being blacklisted. Such actions jeopardize our overall marketing efforts. Referral Partners are encouraged to explore other marketing methods that do not conflict with our existing campaigns. Non-compliance with this policy will result in immediate review and possible termination of the referral partnership.

Termination and Amendment:

By participating in this Program, Referral Partner agrees to its terms and conditions. Patient Connect may terminate or amend this Program or its Policies by publishing notice five days prior to the effective change on its website. Upon termination of the Program, neither party shall have any further liability to the other except that Patient Connect shall pay the Referral Partner commission for any outstanding qualified leads, made prior to termination, that result in a Client signing a contract within 90 days of termination of the Program.

Miscellaneous:

This Policy contains the entire agreement between Patient Connect and Referral Partner, and supersedes any oral or prior written agreement. The Policy is subject to amendment, from time to time, in Patient Connect's sole and absolute discretion. If any provision in this Policy is deemed void or voidable, such provision shall not affect the balance of this policy. This Policy shall be subject to and enforced pursuant to the laws of New Jersey. Any claim brought against Patient Connect for payment of Referral Fees will be brought in New Jersey.

Contact Information:

For any questions regarding this Program or the referral process, please contact the referral manager at the details provided above. We look forward to a successful partnership and thank you for your interest in promoting Patient Connect.

Continue to next page for Schedule A

SCHEDULE A

Referral Fee Payment Examples:

Example of Referral	Referral Fee
Cardiology Practice joins our service with three locations and they want one team of up to four receptionists	\$2,000
Network of practices that have 3 separate practices that are joining our service that require us to build three separate teams to support them, with each team having at least two receptionists.	\$6,000
Pediatric practice joins our service and they want five or more receptionists.	\$3,000 (including the Bonus Referral Fee)
Dermatology Practice joins our service with four receptionists. Six months later they directly, without Referral Partner's involvement, contract for a separate practice that joins our service.	\$2,000 (Referral Fee only paid for the initial Contract)
Network of practices that have 8 separate practices that are joining our service. They indicate that they are going to try with one practice and if it works, they will bring on the remaining 7 separate practices. They bring on the eight practices.	\$16,000. (\$2,000 paid out as each practice joins and pays their first invoice)