

VELOCITYEHS CUSTOMER REFERRAL PROGRAM TERMS AND CONDITIONS

Effective Date: 4/15/2026

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1. PROGRAM OVERVIEW

The VelocityEHS Customer Referral Program (the "**Program**") allows eligible VelocityEHS customers ("**Referrers**" or "**you**") to refer prospective customers ("**Referrals**") to VelocityEHS and earn rewards for qualified Referrals that meet the criteria set forth in these Terms and Conditions (these "**Terms**").

By participating in the Program, you agree to be bound by these Terms. VelocityEHS Holdings Inc. ("**VelocityEHS**," "**we**," "**us**," or "**our**") reserves the right to modify, suspend, or terminate the Program or these Terms at any time, with or without notice, in its sole discretion.

2. ELIGIBILITY

2.1 Eligible Referrers

To participate in the Program, you must:

- Be a current customer of VelocityEHS in good standing;
- Be at least 18 years of age or the age of majority in your jurisdiction;
- Have the legal capacity to enter into binding agreements;
- Comply with all applicable laws, regulations, and your employer's policies regarding participation in referral or incentive programs; and
- Not fall within any excluded category listed in Section 2.2 below.

2.2 Excluded Participants

The following individuals and entities are not eligible to participate in the Program:

- Employees, contractors, agents, officers, and directors of VelocityEHS or its affiliates, and their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and those living in the same household of such individuals;
- Individuals or entities who are not current VelocityEHS customers;
- Individuals or entities whose VelocityEHS account is not in good standing (e.g., past due payments, violations of service agreements);
- Any person or entity located in a jurisdiction where the Program is prohibited by law.

2.3 Geographic Scope

The Program is currently available to participants located in the United States.

3. HOW THE PROGRAM WORKS

3.1 Referral Process

1. Enrollment: VelocityEHS will contact eligible customers and provide them with a link to a VelocityEHS landing page where customers can opt in by filling out a form.
2. VelocityEHS will send those customers an email with a unique referral URL containing a custom UTM tracking code (the "**Referral Link**").
3. Sharing Your Referral Link: You may share your Referral Link directly with individuals in your professional network whom you believe may benefit from VelocityEHS' services. It is your responsibility to ensure that you have an appropriate relationship with any individual to whom you provide your Referral Link and that your outreach is welcomed.
4. Referral Submission: When a Referral clicks on your Referral Link, they will be directed to a VelocityEHS landing page where they can submit their contact information and express interest in VelocityEHS' services. The Referral must voluntarily and independently decide to contact VelocityEHS.
5. Qualification: VelocityEHS will evaluate each Referral according to its standard sales qualification process.

3.2 Important Privacy Notice

You must NOT collect, submit, or share personal information about any individual without their knowledge and consent. The Program is designed so that Referrals self-submit their information directly to VelocityEHS through the Referral Link. You should only share your Referral Link with individuals you know personally or professionally and who you reasonably believe would welcome the referral. By participating in this Program, you represent and warrant that you will not:

- Share personal contact information of third parties with VelocityEHS without their consent;
- Engage in any activity that would violate the privacy rights of others; or
- Violate any applicable data protection or privacy laws.

4. QUALIFIED REFERRALS AND REWARDS

4.1 Qualification Criteria

A Referral is considered "Qualified" and eligible to trigger a Reward when both of the following conditions are met:

1. The Referral progresses to the "Solution Fit" stage in VelocityEHS sales qualification process; AND
2. The Referral represents a potential annual recurring revenue ("**ARR**") opportunity of at least \$2,500.

Note: A signed contract or paid invoice is not required for a Referral to be deemed Qualified for purposes of earning a Reward.

4.2 Reward Amount

Each Qualified Referral earns the Referrer a \$150 Amazon Gift Card (the "**Reward**").

4.3 Reward Limitations

- Each Referrer may earn Rewards for a maximum of five (5) Qualified Referrals per calendar year, unless otherwise authorized in writing by VelocityEHS.
- Rewards are flat-rate. No tiered bonuses or additional incentives are currently offered unless VelocityEHS expressly introduces such modifications to the Program.
- VelocityEHS reserves the right to introduce tiered incentives, bonuses, or other modifications to the Reward structure in future program updates.

4.4 Reward Distribution

- Rewards will be distributed electronically within thirty (30) days after VelocityEHS validates that a Referral is Qualified.
- Rewards are non-transferable, non-exchangeable, and may not be redeemed for cash or credit, except where prohibited by law.
- VelocityEHS is not responsible for any technical issues, delays, or problems with the delivery or redemption of gift cards provided by third-party vendors.

5. TRACKING AND ATTRIBUTION

5.1 Tracking Mechanism

Referrals are tracked through the unique UTM code embedded in your Referral Link. When a Referral submits information through your Referral Link, VelocityEHS' systems will record the attribution.

5.2 Duplicate Referrals

If the same individual is referred by multiple Referrers, only the first valid referral submission recorded in VelocityEHS' systems will be credited. VelocityEHS' determination of which referral was received first is final and binding.

5.3 Attribution Window

The attribution window for a Referral extends from the date the Referral first submits their information through your Referral Link until the Referral reaches the Qualified status (Solution Fit stage) or for a period of one hundred eighty (180) days, whichever occurs first. Referrals that do not progress to the Solution Fit stage within 180 days may be disqualified at VelocityEHS' sole discretion.

5.4 Self-Referrals Prohibited

You may not refer yourself or any business entity in which you have an ownership interest, serve as an officer or director, or otherwise have decision-making authority regarding the purchase of VelocityEHS' services. Any such self-referrals will be disqualified.

5.5 Existing Customers

You may not refer individuals or entities who are already customers of VelocityEHS for the same product or service offering at the same location. VelocityEHS will determine, in its sole discretion, whether a Referral qualifies as an existing customer.

6. PROMOTIONAL GUIDELINES AND RESTRICTIONS

6.1 Permitted Promotional Activities

You may share your Referral Link through:

- Direct personal communication (e.g., one-on-one emails, direct LinkedIn messages, phone calls, or in-person conversations with individuals you know);
- Private professional networks or industry groups, provided such sharing complies with the group's rules and your outreach is not unsolicited or spam.

6.2 Prohibited Promotional Activities

You may NOT:

- Send unsolicited bulk emails, spam, or mass communications;
- Use paid advertising (including but not limited to Google Ads, Facebook Ads, display advertising, or sponsored content);
- Post your Referral Link on public deal websites, coupon aggregators, or similar platforms;
- Make false, misleading, or deceptive claims about VelocityEHS, its products, services, or the Program;
- Use automated systems, bots, or scripts to generate Referrals;
- Engage in any fraudulent, deceptive, or unethical practices;
- Violate any applicable laws, including but not limited to the CAN-SPAM Act, TCPA, anti-spam regulations, or privacy laws;
- Create, use, or distribute promotional materials, content, or creative assets featuring VelocityEHS' name, logo, trademarks, or branding without prior written consent from VelocityEHS;
- **Cre**ate, publish, or post endorsements, testimonials, reviews, or promotional content about VelocityEHS on social media platforms, blogs, forums, review sites, or any other public channels.

6.3 Approved Marketing Materials

VelocityEHS may, at its discretion, provide you with approved messaging or creative assets for use in promoting the Program. You may only use such materials as expressly authorized and may not modify them without VelocityEHS' prior written consent.

6.4 Employer Policies

You are solely responsible for ensuring that your participation in the Program complies with your employer's policies regarding outside activities, referral programs, incentives, and conflicts of interest. VelocityEHS is not responsible for any employment-related consequences resulting from your participation.

7. TAX RESPONSIBILITIES

7.1 Tax Reporting

Rewards may constitute taxable income under federal, state, or local tax laws. You are solely responsible for all tax obligations arising from your receipt of Rewards, including but not limited to income taxes.

7.2 Form W-9 and 1099 Reporting

If your cumulative Rewards in any calendar year reach \$600 or more, VelocityEHS will request that you complete and submit an IRS Form W-9. VelocityEHS will issue an IRS Form 1099-MISC (or applicable equivalent) as required by law.

Your failure to provide required tax documentation may result in withholding of Rewards or disqualification from the Program.

7.3 No Tax Advice

VelocityEHS does not provide tax advice. You should consult with your own tax advisor regarding the tax implications of participating in the Program and receiving Rewards.

8. DISQUALIFICATION AND TERMINATION

8.1 Disqualification of Referrals

VelocityEHS reserves the right to disqualify any Referral that:

- Is incomplete, false, fraudulent, or submitted in bad faith;
- Was generated through spam, unsolicited communications, or prohibited promotional methods;
- Violates these Terms or any applicable law;
- Involves misleading or deceptive practices; or
- Is otherwise deemed ineligible by VelocityEHS in its sole discretion.

8.2 Suspension or Termination of Participants

VelocityEHS may, in its sole discretion, suspend or terminate your participation in the Program at any time if:

- You violate any provision of these Terms;
- You engage in fraudulent, abusive, or unethical conduct;
- Your VelocityEHS customer account is no longer in good standing;
- VelocityEHS determines that your participation is detrimental to the Program or VelocityEHS' reputation; or
- Required by law.

8.3 Withholding or Cancellation of Rewards

VelocityEHS reserves the right to withhold, cancel, or reclaim any Reward if it determines, in its sole discretion, that these Terms have been violated or that the Reward was issued in error.

9. PROGRAM MODIFICATIONS AND TERMINATION

9.1 Right to Modify

VelocityEHS reserves the right to modify these Terms or any aspect of the Program at any time, including but not limited to:

- Reward amounts and qualification criteria;
- Eligibility requirements;
- Tracking and attribution methods;
- Geographic scope; or
- Any other Program feature.

Material changes will be communicated to active participants via email or through the Program portal. Your continued participation after such changes constitutes acceptance of the modified Terms.

9.2 Right to Terminate or Suspend

VelocityEHS will strive to provide at least thirty (30) days' advanced notice prior to suspension or termination of the Program. However, VelocityEHS expressly reserves the right to suspend or terminate the Program, in whole or in part, at any time and for any reason, with or without notice. In the event that VelocityEHS suspends or terminates the Program, you will no longer be able to earn new Rewards, but VelocityEHS will honor Rewards for Referrals that met all applicable criteria prior to the suspension or termination date, subject to these Terms.

10. INTELLECTUAL PROPERTY

All content, materials, trademarks, service marks, trade names, logos, and intellectual property associated with VelocityEHS and the Program are the exclusive property of VelocityEHS or its licensors. You are granted a limited, non-exclusive, non-transferable, revocable license to use VelocityEHS Referral Link and any approved marketing materials solely for the purpose of participating in the Program in accordance with these Terms. You may not use VelocityEHS' intellectual property for any other purpose without prior written consent.

11. REPRESENTATIONS AND WARRANTIES

By participating in the Program, you represent and warrant that:

- All information you provide to VelocityEHS is accurate, current, and complete;
- You have the legal right and authority to participate in the Program and to share your Referral Link with others;
- Your participation does not violate any agreement, policy, or obligation to which you are subject;
- You will comply with all applicable laws, regulations, and these Terms;
- You have obtained any necessary permissions from your employer or other relevant parties;
- You will not engage in any fraudulent, deceptive, or unethical conduct; and
- You will respect the privacy rights of others and will not violate any data protection or privacy laws.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VELOCITYEHS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VELOCITYEHS' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PROGRAM SHALL NOT EXCEED THE TOTAL VALUE OF REWARDS ACTUALLY PAID TO YOU UNDER THE PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS VELOCITYEHS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO: YOUR PARTICIPATION IN THE PROGRAM; YOUR BREACH OF THESE TERMS; YOUR VIOLATION OF ANY APPLICABLE LAW OR REGULATION; YOUR VIOLATION OF ANY THIRD-

PARTY RIGHTS, INCLUDING PRIVACY RIGHTS OR INTELLECTUAL PROPERTY RIGHTS; OR ANY FALSE OR MISLEADING STATEMENTS MADE BY YOU REGARDING VELOCITYEHS OR THE PROGRAM.

14. DISPUTE RESOLUTION AND GOVERNING LAW

14.1 Governing Law

These Terms and your participation in the Program shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

14.2 Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Program shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Chicago, Illinois. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

Notwithstanding the above, VelocityEHS may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights or prevent irreparable harm.

14.3 Class Action Waiver

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms constitute the entire agreement between you and VelocityEHS regarding the Program and supersede all prior or contemporaneous communications, agreements, and understandings, whether written or oral.

15.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.3 Waiver

VelocityEHS' failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

15.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without VelocityEHS' prior written consent. VelocityEHS may assign or transfer its rights and obligations without restriction.

15.5 No Agency Relationship

Nothing in these Terms creates an employment, agency, partnership, or joint venture relationship between you and VelocityEHS. You are an independent participant in the Program and have no authority to bind VelocityEHS or make representations on its behalf.

15.6 Force Majeure

VelocityEHS shall not be liable for any delay or failure to perform its obligations under these Terms due to circumstances beyond its reasonable control.

15.7 Notices

Any notices required or permitted under these Terms shall be sent to you via the email address associated with your VelocityEHS account. You may contact VelocityEHS regarding the Program at notices@ehs.com.

16. ANTI-DISCRIMINATION COMMITMENT

VelocityEHS is committed to equal opportunity and does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or any other characteristic protected by applicable law. The Program is designed and administered to ensure compliance with all applicable employment and civil rights laws. If you believe the Program is being used in a discriminatory manner, please contact notices@ehs.com.

17. QUESTIONS AND CONTACT INFORMATION

If you have questions about the Program or these Terms, please contact:

VelocityEHS Customer Referral Program

Email: notices@ehs.com

Phone: 1.866.919.7922

Address: 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654

18. ACCEPTANCE OF TERMS

BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Last Updated: 4/15/2026