

SWITCHBOARD-IQ

A division of 1st Acuvemas Government Solutions LLC | Lawrenceville, Georgia

AFFILIATE PROGRAM AGREEMENT

DRAFT, SUBJECT TO ATTORNEY REVIEW

Version 1.0

This Affiliate Program Agreement (the “Agreement”) sets out the terms under which an approved affiliate (“you” or “Affiliate”) may promote Switchboard-IQ (“we,” “us,” or “Switchboard-IQ”), a division of 1st Acuvemas Government Solutions LLC, and earn commission on qualifying referrals. By submitting an affiliate application and accepting your referral link, you agree to these terms.

1. What the program is

Switchboard-IQ answers business phone calls and books appointments for service businesses. As an affiliate, you refer service business owners and other prospective clients to us using a unique referral link. When someone you refer becomes a paying client, you earn commission for as long as that client stays active, subject to the terms below.

This is a public affiliate program for reaching businesses you do not already have an ownership or account relationship with. If you are a current Switchboard-IQ client referring someone you know personally, use the client referral credit instead, which pays out differently and does not require a public link.

2. Commission

2.1 Lifetime recurring commission

You earn twenty percent (20%) of the monthly service fee actually collected from each active client you referred, for as long as that client remains active and current on payments. Commission is a percentage, so it scales automatically if the client’s plan or rate changes. No separate renegotiation is required.

2.2 Launch bonus

For clients referred during the program launch window, you also earn a one-time bonus of one hundred dollars (\$100) per referred client, paid after that client completes their first paid month (that is, after the free trial ends and the first monthly charge is successfully collected). We will state the launch window end date in writing when your application is approved. We may extend, close, or modify the launch bonus for future referrals at any time, with no effect on bonuses already earned.

2.3 What commission is paid on

- Commission is calculated on revenue actually collected, not on invoiced or pending amounts.
- Setup fees, add-on services, one-time charges, and taxes are not commissionable unless we state otherwise in writing.
- Free trial periods do not generate commission. Commission begins with the first successfully collected monthly payment.

3. How referrals are tracked

Once approved, you receive a unique referral link (for example, switchboard-iq.com/?ref=yourcode). When a prospect arrives through your link, we record your referral code in their browser for ninety (90) days. If that prospect starts a checkout or submits a form within the attribution window, your code is attached to the resulting client account.

- Attribution is last-touch. If a prospect later arrives through a different affiliate's link before converting, the most recent valid referral code applies.
- A referral is valid only if it results in a new client account that was not already in our pipeline, and that is not you, your own business, or an account you control.
- We make the final determination of whether a referral qualifies, applied in good faith and consistently across affiliates.

4. Payment

- Recurring commissions are calculated monthly and paid the following month, once the underlying client payment has cleared and any refund window has passed.
- Payments are made by the method agreed at approval. A minimum payout threshold may apply and will be stated at approval.
- You are responsible for your own taxes. Before we issue payment, you must provide a completed Form W-9 (or W-8 for non-US persons). We may issue a Form 1099 where required by law.
- You are an independent contractor. This Agreement does not create an employment, partnership, agency, or joint venture relationship, and you may not represent otherwise.

5. Clawback and refunds

If a referred client refunds, charges back, or cancels within thirty (30) days of a payment on which you were paid commission, that commission is reversed and deducted from your next payout or invoiced to you if no future payout is available. The launch bonus is reversed if the qualifying client cancels or refunds within thirty (30) days of the first paid month.

6. How you may promote

You may promote Switchboard-IQ honestly and on your own channels. You must follow these rules:

- Do not claim specific revenue, appointment, call volume, or return outcomes on our behalf. We do not guarantee those ourselves, and our Terms of Service disclaim them.
- Do not use spam, unsolicited bulk email or texts, or any method that violates the CAN-SPAM Act, TCPA, or other applicable law.
- Do not bid on or use "Switchboard-IQ" or confusingly similar terms in paid search, or register domains or social handles that imply you are Switchboard-IQ.
- Do not generate fake, incentivized, or self-referred sign-ups, or otherwise manipulate tracking.
- Do not make false, misleading, or disparaging statements about us or about competitors while promoting us.
- Disclose your affiliate relationship where the FTC or other applicable rules require it.

You may use our name and logo only to promote Switchboard-IQ as an affiliate, in the form we provide, and you must stop on request. You may not modify our marks or use them in a way that implies endorsement of your other products.

7. Term and termination

- This Agreement starts when your application is approved and continues until either party ends it.
- Either party may end it at any time with written notice, including by email.
- If you end the program in good standing, commissions on clients you already referred continue for as long as those clients stay active, subject to this Agreement.
- We may suspend or end the Agreement immediately, and withhold commission, if you breach section 6, commit fraud, or violate law. In that case commissions tied to the offending activity are forfeited.

8. Confidentiality

Non-public information we share with you about pricing, clients, or the program is confidential. Do not disclose it or use it for any purpose other than promoting Switchboard-IQ under this Agreement.

9. General

- We may update this Agreement or the program terms on reasonable notice. Continued participation after the effective date is acceptance. Changes do not reduce commissions already earned.
- This Agreement is governed by the laws of the State of Georgia, without regard to conflict of laws rules.
- Any dispute that cannot be resolved directly will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Georgia.
- If any provision is found unenforceable, the rest remains in effect.
- This Agreement, together with the terms stated in your approval, is the entire agreement between us on this subject and supersedes prior discussions.

Accepted and agreed:

Affiliate name (print): _____

Affiliate signature: _____

Date: _____

For Switchboard-IQ, a division of 1st Acuvenas Government Solutions LLC:

Signature: _____

Name and title: Paulertha (Paola) Jean Francois, Co-Founder