

YieldHQ Partner Program Agreement

Version 2.1 • Effective July 25, 2026

YieldHQ LLC, a Colorado limited liability company. This Agreement governs participation in the YieldHQ Partner Program. Please read it in full, complete the signature block on the final page, and return it together with your completed tax form and payout form through the secure upload link at yieldhq.ai/partners.

1. Parties and Effective Date

This Partner Program Agreement (the “Agreement”) is entered into between YieldHQ LLC (“YieldHQ,” “we,” “us,” or “our”) and the individual or entity identified in the signature block below (“Partner,” “you,” or “your”). This Agreement takes effect on the date YieldHQ accepts your application and issues you a Referral Code (the “Effective Date”).

This Agreement replaces and supersedes any prior version of the YieldHQ Partner Program Agreement between the parties.

2. Definitions

- **Referral Code** means the unique code or link YieldHQ issues to you for tracking referrals.
- **Referred Customer** means a new customer who subscribes to a YieldHQ paid plan using your Referral Code and who qualifies under Section 5.
- **Net Revenue** means subscription fees actually received and retained by YieldHQ from a Referred Customer, excluding taxes, discounts, credits, refunds, chargebacks, and any usage, overage, setup, or add-on charges, unless YieldHQ states otherwise in writing.
- **Published Setup Rates** means the one-time setup fees YieldHQ publishes for each plan on yieldhq.ai. As of the date of this Agreement those rates are \$197 for Basic, \$497 for Pro, and \$997 for Premium. YieldHQ may change them on notice under Section 25.
- **Health-Adjacent Client** means any customer that is a healthcare, dental, medical, med spa, behavioral health, veterinary, or similar provider, or any customer whose end users may reasonably be expected to disclose health, medical, symptom, diagnosis, treatment, or health insurance information in the course of interacting with an AI agent.
- **Services** means the AI chat and voice agent software and related services YieldHQ provides to its customers.

3. Appointment and Scope

YieldHQ appoints you as a non-exclusive, independent promoter of its Services. You may refer prospective customers to YieldHQ using your Referral Code. This Agreement does not grant you any exclusive territory, market, customer, or category. YieldHQ may appoint any number of other partners and may market directly to any customer, including customers you have contacted.

You are free to promote other products and services, including competing products, subject only to Sections 15 and 17.

4. Eligibility and Enrollment

To participate you must be at least 18 years old and legally able to enter into contracts. Before YieldHQ pays you any amount, you must deliver a signed copy of this Agreement, a completed YieldHQ Payout and Tax Information form, and a completed IRS Form W-9, or Form W-8BEN if you are not a United States person.

YieldHQ may accept or decline any application, and may suspend or terminate participation, in its sole discretion.

There is no fee to join the Partner Program, and no purchase of any kind is required to join, to participate, or to earn commission. YieldHQ does not sell any product, kit, tool, subscription, training, or service to partners as a condition of participation.

YieldHQ conducts all product demonstrations. When a prospective customer wants to see the product, you direct them to YieldHQ to schedule a demonstration. Setup responsibilities are described in Section 8.

You represent that you are not, and are not owned or controlled by, any person or entity that is the subject of United States economic or trade sanctions, that you are not located in or a resident of any country or region subject to comprehensive United States embargo, and that you do not appear on any United States government list of restricted or denied parties. YieldHQ may suspend or terminate your participation immediately if this ceases to be true.

5. Qualified Referrals and Exclusions

A referral qualifies for commission only if the customer is new to YieldHQ, applies your Referral Code at the time of purchase, and completes a successful payment. The following do not qualify and earn no commission:

- Referrals of yourself, your own business, your household members, or any entity you own or control.
- Customers who were already YieldHQ customers, or who were in active contact with YieldHQ, prior to your referral.
- Referrals generated through fraud, misrepresentation, code stuffing, unauthorized discounting, or any attempt to manipulate tracking.
- Referrals that YieldHQ reasonably determines were not the result of your promotional activity.
- Customers acquired in violation of Section 10 or Section 11.

YieldHQ's records are the authoritative source for attribution. If more than one partner claims the same customer, the customer is attributed to the Referral Code actually applied at the time of the customer's first successful payment, and if no code was applied, no commission is due to anyone. YieldHQ determines in good faith whether a referral qualifies, and that determination is final.

6. Commission

Subject to this Agreement, and to the Active Status requirement in Section 7, YieldHQ will pay you the following on each Referred Customer whose subscription you directly generated:

- **First-year commission.** Twenty-five percent (25%) of Net Revenue from that customer for the first twelve (12) months, beginning on the customer's first successful payment. This applies to both monthly and annual plans. On an annual plan, this is twenty-five percent (25%) of the first annual payment.
- **Residual commission.** After the first twelve (12) months, fifteen percent (15%) of Net Revenue from that customer for as long as the customer continues to pay YieldHQ, on both monthly and annual plans. The residual commission is a continuing benefit contingent on your maintaining Active Status as defined in Section 7.

The first-year commission is earned on the qualifying payments above and is not affected by the Active Status requirement. Commission is earned only on payments YieldHQ actually collects and retains. If a Referred Customer cancels, downgrades, pauses, or fails to pay, commission stops or adjusts accordingly, with no further

obligation to you. Commission does not accrue during any free trial period; it begins when the customer's first paid subscription payment clears.

All compensation under this Agreement derives solely from actual sales of YieldHQ subscriptions to genuine end customers that you personally generate. No compensation, bonus, override, or benefit of any kind is paid for recruiting, enrolling, sponsoring, or introducing any other partner, for any other partner joining the program, or for any payment any other partner makes. There is no downline, no multi-level structure, and no earnings of any kind derived from another partner's participation or sales. No purchase is required to participate or to earn.

Commission is calculated on the plan price only. It does not include add-on charges, usage or overage charges, or setup fees, whether charged by YieldHQ or by you.

7. Payment Terms

- **Monthly subscriptions.** Commission is paid once per month, on or about the fifteenth (15th) day of the month, covering commissions earned on payments that cleared during the previous calendar month.
- **Annual subscriptions.** The twenty-five percent (25%) first-year commission on an annual plan is paid on the monthly payout date following a sixty (60) day hold after the Referred Customer's payment clears. Each subsequent annual residual commission is paid on the same basis when the renewal payment clears.

Active Status. Your residual commission, meaning the fifteen percent (15%) continuing commission described in Section 6, is payable only while you maintain Active Status. You have Active Status as long as at least one new Referred Customer you generate begins a paid subscription in any rolling twelve (12) month period. Any single qualifying sale resets the twelve (12) month period.

If twelve (12) consecutive months pass with no qualifying sale, your residual commission is paused, and it resumes, going forward only, when you next record a qualifying sale. Residual commissions are not paid for any period during which your Active Status was lapsed, and lapsed residual commissions are not paid retroactively. First-year commissions already earned are not affected by this pause. If twenty-four (24) consecutive months pass with no qualifying sale, YieldHQ may, at its discretion, terminate your residual commission permanently on written notice. YieldHQ may adjust these thresholds with reasonable advance notice under Section 25.

- Payments are made in United States dollars by ACH bank transfer, or by another method YieldHQ designates. You must provide accurate payout details through the secure method YieldHQ specifies. Do not send bank account or tax information by ordinary email. You are responsible for any fees charged by your own bank or payment provider.
- YieldHQ may withhold payment while it investigates suspected fraud, a chargeback, a policy violation, or a missing or invalid tax form.
- A minimum balance of fifty dollars (\$50) is required for payout. Balances below that amount roll over and are paid on the first run once the threshold is met. Any remaining balance is paid out on termination if it exceeds five dollars (\$5).
- You must notify YieldHQ in writing of any disputed commission within sixty (60) days of the payout date, after which the payout is deemed final and accepted.

8. Setup Services Are Performed by YieldHQ

YieldHQ performs all setup and onboarding. Setup, onboarding, knowledge-base loading, agent configuration, and integration are performed solely by YieldHQ, on every plan, for every customer, without exception. You do not perform setup of any kind. Setup is always optional for the customer and is separate from the subscription.

- **Your role is to refer.** When a customer wants setup, you direct them to YieldHQ to schedule it, through the scheduling link on yieldhq.ai or by handing YieldHQ their details. YieldHQ builds it directly with the customer. You are a referral partner, not an installer.
- **You may not perform or offer setup.** You may not perform, offer to perform, quote a price for, agree to perform, or represent that you will perform any setup, onboarding, configuration, or integration for any customer, on any plan. You may not accept payment from a customer for setup, and you may not bill a customer for any service connected to the Services.
- **You may not configure agents.** You may not configure any agent, and you may not instruct or assist a customer to configure any agent, to solicit, collect, store, or process protected health information, symptoms, diagnoses, treatment details, or health insurance information, or to make any statement that Section 11 prohibits. All configuration is YieldHQ's responsibility.
- **Health-adjacent clients.** Health-Adjacent Clients follow the same rule as everyone else: YieldHQ performs the setup. You must position the Services to these customers only as described in Section 11 and in the YieldHQ guidelines YieldHQ provides, and you must route any request touching protected health information, insurance details, or HIPAA compliance to YieldHQ.
- **Your commission is unaffected by setup.** Commission under Section 6 is calculated only on the subscription fee a Referred Customer pays YieldHQ. Whether or not a customer purchases setup does not increase or reduce your commission, and you receive no portion of any setup fee. Setup fees are charged and retained by YieldHQ.
- **Only YieldHQ sets and discounts its fees.** Only YieldHQ may set, discount, or waive its subscription and setup fees. You may not offer, promise, or imply any setup price, discount, or waiver on YieldHQ's behalf.

9. Refunds, Chargebacks, and Clawback

If YieldHQ refunds, reverses, or loses a payment to a chargeback or dispute after commission on that payment has been paid to you, the corresponding commission is immediately forfeited. YieldHQ may deduct that amount from your future commissions. If no further commissions are due, you agree to repay the amount within thirty (30) days of written notice.

This Section survives termination of this Agreement.

10. Marketing Conduct and Restrictions

You agree that you will not, directly or indirectly:

- Bid on, purchase, or use YieldHQ's name, trademarks, or any confusingly similar terms in paid search advertising, or use them in ad copy, display URLs, or keyword targeting.
- Register, use, or attempt to acquire any domain name, subdomain, social media handle, username, application, or email address that contains or is confusingly similar to YieldHQ's name or marks.
- Represent yourself as YieldHQ, as an employee or agent of YieldHQ, or as authorized to speak, negotiate, contract, or accept payment on YieldHQ's behalf.
- Send unsolicited commercial email, text messages, ringless voicemail, or automated or prerecorded calls, or otherwise violate the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule, or any comparable federal, state, or local law. You may not purchase, rent, or use scraped contact lists, you must honor do-not-call and do-not-contact requests, you must scrub against the National Do Not Call Registry where it applies, and you must identify yourself truthfully in every outreach. Automated dialing systems and prerecorded messages to consumers are prohibited without the prior express consent the law requires.

- Conduct any in-person, door-to-door, or on-site solicitation without holding every license, permit, or registration that the applicable municipality or state requires for that activity, and without complying with all posted no-solicitation restrictions.
- Publish YieldHQ content or offers on coupon, deal, cashback, or incentive sites without prior written permission.
- Offer any discount, rebate, refund, cash payment, or other inducement against a YieldHQ subscription fee beyond the discount YieldHQ has authorized in connection with your Referral Code. This does not restrict how you price your own setup services within the ceiling set in Section 8.

You must clearly and conspicuously disclose your commercial relationship with YieldHQ wherever you promote our Services, as required by the United States Federal Trade Commission's endorsement guidelines and any other applicable law.

11. Permitted and Prohibited Claims

You may accurately describe what YieldHQ's AI agents do, using YieldHQ's published materials. You may not make, and YieldHQ does not authorize, any of the following:

- Any guarantee or promise of specific revenue, leads, bookings, return on investment, growth, or search engine rankings.
- Any medical, dental, clinical, legal, financial, or other professional advice or claim, or any statement about the safety, efficacy, or outcome of a customer's services.
- Any claim that the Services are HIPAA compliant or HIPAA certified, that YieldHQ will sign a Business Associate Agreement, or that an AI agent can collect, handle, or process patient protected health information, symptoms, diagnoses, treatments, or insurance details. When promoting to a Health-Adjacent Client, you must position the Services as an AI front desk that answers calls, schedules and manages appointments, sends reminders, captures contact details, and handles general office questions, and not as a medical, clinical, or records tool. You must follow the YieldHQ Health-Adjacent Marketing Guidelines that YieldHQ provides. If a prospect requires HIPAA compliance, a Business Associate Agreement, or any handling of protected health information or insurance details, you must refer them to YieldHQ rather than making any representation.
- Any statement that YieldHQ's Services are error free, uninterrupted, or capable of replacing licensed professional judgment or human supervision.
- Any earnings claim about the Partner Program, any projection of what you or another partner may earn, or any statement about what other partners have earned. You may state the published commission rates and how they are calculated. You may not present those rates as expected, typical, or achievable income.
- Any false, misleading, deceptive, disparaging, or unsubstantiated statement about YieldHQ, its Services, or any third party, including competitors.

You are solely responsible for every statement you make. Making a prohibited claim is a material breach of this Agreement and grounds for immediate termination and forfeiture of unpaid commissions.

12. Limited Trademark License

During the term, YieldHQ grants you a limited, revocable, non-exclusive, non-transferable, royalty-free license to use YieldHQ's name, logo, and marketing materials solely to promote YieldHQ under this Agreement, and only in the form YieldHQ provides. You may not alter the marks, and you acquire no ownership interest in them. All goodwill from your use inures to YieldHQ. This license ends automatically on termination, and you must promptly remove all YieldHQ marks and materials from your channels.

13. Independent Contractor

You are an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, franchise, or agency between you and YieldHQ. You control the manner, method, hours, schedule, route, and means of your promotional activity. You choose which prospects to approach and when. You supply your own equipment, transportation, and expenses. You are free to promote other products, including competing products, and to work for others.

YieldHQ does not set quotas, assign territories, require attendance, or direct the manner of your work. You have no authority to bind YieldHQ, to make commitments on its behalf, to sign anything in its name, to modify its pricing or terms, or to accept money from a customer on its behalf. You are not eligible for any YieldHQ employee benefit, workers' compensation coverage, or unemployment insurance, and YieldHQ makes no contribution on your behalf.

14. Taxes

You are solely responsible for all federal, state, local, and foreign taxes on amounts you receive under this Agreement, including self-employment tax, and for all taxes arising from setup services you provide under Section 8. YieldHQ does not withhold taxes from your commissions. If YieldHQ pays you six hundred dollars (\$600) or more in a calendar year and you are a United States person, YieldHQ will issue you a Form 1099-NEC. You must keep your tax information current. YieldHQ may withhold payment until it holds a valid tax form for you.

15. Confidentiality

You may receive non-public information about YieldHQ, including pricing, margins, customer data, product roadmaps, vendor relationships, and program terms. You will keep that information confidential, use it only to perform under this Agreement, and not disclose it to any third party. This Section survives termination.

16. Data Protection and Customer Information

In the course of referring customers and performing setup you may access business information belonging to a customer, and personal information belonging to that customer's own end users. You agree that you will:

- Comply with all applicable privacy, data protection, and marketing laws.
- Use customer and end-user information only as necessary to perform under this Agreement, and never for your own marketing, resale, or any unrelated purpose.
- Not copy, export, transfer, or retain customer data or end-user personal information beyond what is necessary, and delete it when your work is complete.
- Notify YieldHQ in writing within forty-eight (48) hours of discovering any actual or suspected loss, breach, or unauthorized disclosure of customer or end-user information connected to your activity, and cooperate fully with YieldHQ's response.

This Section survives termination.

17. Non-Circumvention

During the term and for twelve (12) months after termination, you will not knowingly solicit or induce any Referred Customer to cancel, reduce, or transfer their YieldHQ subscription to a competing AI agent product that you own, resell, operate, or receive compensation from. You will not use YieldHQ's confidential information to develop, market, or sell a competing offering to YieldHQ's customers.

This Section restricts only the solicitation of customers you referred to YieldHQ and the misuse of confidential information. It does not prevent you from promoting other products generally, from serving customers you did not refer to YieldHQ, or from working in this industry.

18. Your Representations and Warranties

You represent and warrant that you have the authority to enter this Agreement; that you will comply with all applicable laws and regulations; that you hold every license, permit, and registration required for your promotional activity, including any solicitation or peddler permit required for in-person selling; that your promotional activities and any content you publish will not infringe or violate the rights of any third party; and that all information you provide to YieldHQ, including your tax and payment details, is true and complete.

Audit and cooperation. If YieldHQ reasonably suspects a violation of this Agreement, you will, on request, provide copies of your promotional materials, advertisements, scripts, and communications relating to YieldHQ, and will cooperate reasonably with YieldHQ's review. YieldHQ may require you to remove or correct any material that violates this Agreement. Your failure to cooperate, or to remove or correct offending material promptly, is a material breach.

19. Indemnification

You agree to defend, indemnify, and hold harmless YieldHQ, its members, officers, employees, contractors, and affiliates from and against any and all claims, demands, actions, damages, losses, liabilities, settlements, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your promotional activities or any content you publish; (b) any statement, representation, guarantee, or claim you make about YieldHQ or its Services that is not expressly authorized by this Agreement; (c) your breach of this Agreement or of any representation or warranty in it; (d) your violation of any law, regulation, or third-party right, including intellectual property, privacy, data protection, marketing, telecommunications, and solicitation laws; or (e) your negligence or willful misconduct. YieldHQ will provide reasonable notice of any claim and may participate in its defense with counsel of its choosing at its own expense. This Section survives termination.

20. Disclaimer of Warranties

YieldHQ's Services and the Partner Program are provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. YieldHQ does not warrant that its Services or tracking systems will be uninterrupted, error free, or free of inaccuracy.

21. Limitation of Liability

To the fullest extent permitted by law, YieldHQ will not be liable to you for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any lost profits, lost revenue, lost business opportunity, lost commissions, or loss of data, whether based in contract, tort, strict liability, or any other theory, even if advised of the possibility of such damages. YieldHQ's total aggregate liability to you for any and all claims arising out of or relating to this Agreement or the Partner Program will not exceed the total commissions actually paid by YieldHQ to you in the six (6) month period immediately preceding the event giving rise to the claim. This Section survives termination.

22. No Guarantee of Earnings

YieldHQ makes no representation, promise, or guarantee that you will earn any amount under this Agreement. Any figure, example, rate, calculator, or illustration YieldHQ provides is for demonstration only and is not a projection or a promise of results. Your earnings depend entirely on your own effort, skill, and market,

and on customers you refer choosing to subscribe and remain subscribed. Many partners earn nothing. You may not represent otherwise to any prospect or to any other person.

23. Platform and Third-Party Dependency

The Services are built on third-party artificial intelligence platforms, model providers, telephony providers, and integrations. Their availability, features, capacity limits, and pricing are outside YieldHQ's control and may change. YieldHQ may change, replace, or discontinue any underlying provider, feature, plan, or integration, and may adjust plan pricing and inclusions accordingly, with notice under Section 25. YieldHQ is not liable to you for any outage, degradation, change, or discontinuation by a third-party provider, or for any resulting effect on your commissions.

24. Term, Termination, and Effect

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate at any time, for any reason or no reason, with or without notice. YieldHQ may also suspend your Referral Code immediately while investigating a suspected violation.

- If YieldHQ terminates for your material breach, including fraud, a prohibited claim, a marketing violation, a violation of the setup and health-adjacent rules in Section 8, or a violation of the claim rules in Section 11, all unpaid and future commissions are forfeited immediately.
- If either party terminates without cause, YieldHQ will pay commissions already earned on qualifying payments collected before the termination date, on the normal schedule. No commission of any kind, including residual commission, accrues on any payment collected after the termination date.
- On termination you must immediately stop using YieldHQ's name, marks, materials, and Referral Code, remove them from all channels, and cease representing yourself as a YieldHQ partner.
- **Death or dissolution.** This Agreement is personal to you. It terminates automatically on your death, or on the dissolution of your business if you enrolled as an entity. Commissions, including residual commissions, are not assignable and do not pass to your heirs, estate, or successors. YieldHQ will pay any commission already earned as of that date to your estate or successor on the normal schedule, after which no further commission accrues.
- **If YieldHQ winds down.** If YieldHQ ceases operating the Partner Program or the Services, it may terminate this Agreement on notice, and will pay commissions earned on payments collected before the termination date on the normal schedule. Residual commissions do not survive the discontinuation of the Services or the Partner Program.

25. Changes to the Program

YieldHQ may modify this Agreement, the commission rates, the Published Setup Rates, the payout schedule, or any aspect of the Partner Program at any time by posting an updated version and giving you notice by email. Changes take effect thirty (30) days after notice, apply only prospectively, and do not reduce commissions already earned. Your continued participation after that date constitutes acceptance. If you do not agree, your remedy is to terminate.

26. Governing Law, Venue, and Disputes

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of law principles. The parties agree that the exclusive venue for any dispute arising out of or relating to this Agreement is the state or federal courts located in Denver County, Colorado, and each party consents to personal jurisdiction there. **Each party waives any right to a trial by jury and agrees that any claim must be brought in an individual**

capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Any claim must be brought within one (1) year after it accrues, or it is permanently barred.

27. General

- **Assignment.** You may not assign or transfer this Agreement without YieldHQ's prior written consent. YieldHQ may assign it freely.
- **Severability.** If any provision is held unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remaining provisions remain in full force.
- **No waiver.** A failure to enforce any provision is not a waiver of the right to enforce it later.
- **Force majeure.** Neither party is liable for any failure or delay caused by events beyond its reasonable control, including outages of third-party platforms, acts of government, natural disaster, or network failure.
- **Notices.** Notices to YieldHQ go to affiliates@yieldhq.ai. Notices to you go to the email address on file. You must keep that address current.
- **Entire agreement.** This Agreement is the entire understanding between the parties on this subject and supersedes all prior discussions, representations, and agreements, written or oral, including any prior version of this Agreement.
- **Electronic signature.** A signature delivered electronically, including a scanned, typed, or digitally drawn signature, has the same effect as an original. This Agreement may be signed in counterparts.
- **Headings.** Headings are for convenience only and do not affect interpretation.
- **Survival.** Sections 8, 9, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 24, 26, and 27 survive termination.

Acknowledgement and Signature

By signing below, I confirm that I have read, understood, and agree to be bound by this Agreement in its entirety. I understand that YieldHQ makes no guarantee of earnings, that commission is paid only on revenue YieldHQ actually collects, that no compensation of any kind is paid for recruiting other partners, and that I may not make guarantees or claims on YieldHQ's behalf.

Full legal name

e.g. Jane Smith

Business name (if any)

e.g. Smith Digital LLC, or leave blank

Name for referral code

e.g. JANE or SMITHHVAC, short and memorable

Email address

e.g. jane@email.com

Country of residence

e.g. United States

Tax form attached

Write Yes and include your W-9 (or W-8BEN if outside the US)

Signature

Sign here

Printed name

Print your name

Date

e.g. 2026-07-24

Return three documents together through the secure upload link at yieldhq.ai/partners: (1) this signed Agreement, (2) your completed IRS Form W-9, or Form W-8BEN if outside the United States, and (3) your completed YieldHQ Payout and Tax Information form. Do not email your tax form or bank details. YieldHQ will countersign, issue your referral code, and confirm by email. No commission is payable until all three documents are on file.

YieldHQ LLC · affiliates@yieldhq.ai · yieldhq.ai/partners · Version 2.1, July 25, 2026