

Terms & Conditions:
Updated: July 12, 2019

Triton Business Group, Inc. Customer Referral Promotion Official Rules

PLEASE BE ADVISED THAT YOU HAVE NOT YET EARNED ANY REFERRAL REWARDS UNDER THIS PROMOTION. NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF EARNING REWARDS UNDER THIS PROMOTION. VOID WHERE PROHIBITED.

This Customer Referral Promotion (the "Promotion") is sponsored and administered by Triton Business Group, Inc. ("Triton"), located at 160 Clairemont Avenue, Decatur, GA 30030. The Promotion is governed by these official rules ("Official Rules"). By participating in the Promotion, each entrant ("Entrant") accepts and agrees to comply with these Official Rules, including without limitation all eligibility requirements, and understands that the results of the Promotion, as determined by Triton or its agents, is final in all respects. No purchase is necessary for entry into the Promotion, and a purchase will not increase your chance of receiving a referral reward.

Definitions

- a. "Triton Referral Program" or "Program" means the program described on the website located at <https://tritonfranchise.com/ReferralProgram> (or such successor site as designated by Triton) and to which these Terms and Conditions apply.
- b. "Referral" or "Lead" means the valid and complete information of an individual, or individual representing a company, that is a prospective new Triton client.
- c. "Entrant" or "Referrer" means an individual or company that (i) is properly enrolled on the Program website; (ii) is identified in the W-9 tax form submitted to Triton hereunder; and (iii) registers a lead with Triton. If there is any discrepancy between registration information provided by Referrer and the W-9 tax form submitted to Triton, the individual or company identified in the W-9 tax form submitted to Triton shall control.
- d. "Referee" means the company, or individual representing a company, referred as a Lead to Triton by the Referrer that (i) becomes a Triton client by submitting an initial Customer Referral Form for a qualifying service.

1. Eligibility: To enter the Promotion you must be a lawful citizen or permanent resident of the United States, 21 years of age or older, and physically located within the United States when you enter the Promotion. The Promotion is void outside of the United States, and any website pages and advertisements relating to the Promotion are intended for viewing only within the United States. In addition, the following persons and entities are ineligible to participate in this Promotion:

- a. Employees, officers, directors, resellers, agents, affiliates (as such term is defined under Rule 405 of the Securities Act of 1933) and representatives of Triton and other

participating partners, including their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, "Triton Entities");

- b. The immediate family members and members of the same household as any Triton Entity; and
- c. Any organization that has entered into an agreement with Triton for the promotion of Triton's products and services to members, franchisees, or other participants in their organization.

2. How to Refer:

- a. On-line: Complete and submit the online Customer Referral Form, including contact information, for a valid new business referral ("Referral") that Triton may contact to offer Triton services.
- b. Each valid online submission shall be considered an "Entry." Only one (1) Referral may be submitted per Entry but there are no restrictions on how many Entries you may submit. Existing Triton clients, an entity that was a Triton client in the previous 12 months, and any Referral previously received from another Entry shall not be considered a valid Referral. Submissions generated by a script, macro or other automated means will be disqualified. No mechanically reproduced entries accepted. In the event of a dispute regarding who submitted a particular Entry, the Entry will be deemed submitted by the authorized and registered account holder of the email account associated with the Entry. A Referral is considered active for a period of two (2) months from the date first submitted. If a Referral has not converted into a client within the two-month period, the Referral shall expire and the Entrant shall not be entitled to a Referral Reward if the prospective new client subsequently purchases Triton's services, unless Entrant can provide Triton with reasonable written proof that Entrant continues to be actively engaged with the Referral and Triton in converting the Referral to a client. If a Referral has expired, Entrant may resubmit the lead to Triton.
- c. Triton is not responsible for (i) lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Entries; (ii) your inability to enter your submission via fax or email; (iii) entry information not captured correctly; (iv) any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; or (v) delay, failure or malfunction for any reason. Incomplete or corrupted Entries are void and will not be accepted. Proof of entry is not automatically proof of receipt.
- d. All Entries will become the sole and exclusive property of Triton and will not be returned to Entrant.
- e. By entering the Promotion, you (i) represent and warrant that you have received consent from the Referral to disclose the Referral's name and business contact information to Triton; (ii) represent and warrant that the Referral is a business, representative of a business or startup business; (iii) represent and warrant that the contact from the Referral whose contact information you have disclosed to Triton is over the age of 18; (iv) authorize Triton to use, analyze, modify and publish your name and any other information provided by you in Triton's sole discretion, including without limitation publication in its marketing and promotional materials or website; and (v) authorize Triton to contact you regarding Triton's offerings, products and services (collectively,

"Entry Warranties"). You hereby agree to indemnify and hold harmless Triton and all Triton Entities from any and all losses, liabilities, claims, damages, and expenses (including, without limitation, collection fees, court costs and reasonable attorneys' fees) in the event that you breach any of the Entry Warranties.

- f. You acknowledge and agree that we may inform any Referral that we received their contact information from you.
- g. An Entrant may not enter, and is ineligible to receive any Referral Reward for an Entry for any of the following persons (collectively, "Invalid Referrals"):
 - Any person who holds the majority of the voting stock or other equity interests of the Entrant;
 - The Entrant's affiliates and subsidiaries; and
 - The Entrant's, its subsidiaries', and its affiliates' employees, officers, directors, agents, contractors, or consultants, or the immediate families and members of the households of any of the foregoing.

3. Referral Payments:

- a. Entrant shall receive one (1) or more Referral Reward payments for each Entry where the Referral remains in good standing for two (2) consecutive months from the date the Referral became a paid Triton client (the "Qualifying Period"). Referral Reward payments shall be awarded depending on the Triton program Entrant's Referral qualifies for as follows:
 - Refer 1 New Client – up to **\$200** Referral Reward.
 - Refer 2 to 5 New Clients – up to **\$300** Referral Reward per client.
 - Refer 6 to 10 New Clients – up to **\$500** Referral Reward per client.
 - Refer over 11 New Clients – up to **\$1,000** Referral Reward per client.

For the avoidance of doubt, the Entrant shall not be entitled to a Referral Reward (where applicable) if the Referral does not sign up for or qualify as a Triton client or provides a different email address from the one indicated in the Entry.

Entrant shall not receive a Referral Reward for any other Referrals, including but not limited to (i) Referrals who terminate their engagement with Triton before successfully closing a business loan or business line of credit transaction for which Triton is compensated; or (ii) any Invalid Referral.

In order for an Entrant to receive a Referral Reward, Entrant must complete and submit the Customer Referral Form including completing the email verification process. Entrants must complete registration no later than 60 days after the Referee completes the "Qualifying Period," or the Referral Reward is deemed invalid.

Entrants will receive their Referral Reward by a deposit into the bank account the Entrant provides within fifteen (15) days of qualifying for the Referral.

- b. No alternative gifts, cash equivalent, or other substitutions are permitted except as determined by Triton in its sole discretion. TRITON DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

To issue a Referral Reward, Triton may be required to provide certain information about the Entrant to third-parties, including but not limited to the Entrant's name and address. Entrant hereby authorizes Triton to provide any personal information about Entrant to third-parties to the extent necessary to issue a Referral Reward to the Entrant. Such information shall not be sold or disclosed by such third parties except as necessary to issue and enable the Entrant's Referral Reward.

4. Conduct: By entering this Promotion, you agree to be bound by these Official Rules. Triton reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or other factors which may cause unfair advantage in the Promotion or the operation of the Triton website; to be acting in violation of the Official Rules, Triton's Privacy Policy, Triton's Website Terms of Use or other service agreement(s); or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, TRITON RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ALL ATTORNEY'S FEES.

CAN-SPAM Act Compliance. Triton complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving Triton marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving Triton marketing emails, you will be advised that the email address is not eligible to be sent a Triton Referral Program email.

FTC 16 CFR Part 255 Compliance. Triton complies with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this program. You are responsible for ensuring that your posts on any social network comply with the terms of use of the site, and any other applicable laws, statutes, and regulations.

5. Taxes: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY REFERRAL REWARD ARE SOLELY THE RESPONSIBILITY

OF THE REFERRAL REWARD RECIPIENT. In order to claim Referral Rewards, Entrants may be required to complete an affidavit or declaration of eligibility, liability and publicity release and W-9 tax form. Such forms must be signed and returned to Triton within seven (7) days of date printed on the notification provided by Triton or your Referral Reward may be voided in Triton's sole discretion. The value of the Referral Reward will be treated as ordinary income to Referral Reward recipient for income tax purposes, and an IRS Form 1099 for the relevant year will be sent to the Referral Reward recipients if legally required. Incidental expenses and all other costs and expenses which are not specifically listed as part of a Referral Reward in these Official Rules and which may be associated with the award or the acceptance, receipt and use of all or any portion of the awarded Referral Reward are solely the responsibility of the respective Referral Reward recipient.

6. Official Rules: Copies of Official Rules may be viewed at <https://tritonfranchise.com/Referral-Program>.

7. Privacy Policy: Personal information submitted for this Promotion will be subject to Triton's Privacy Policy, as amended from time to time, posted at <http://tritonfranchise.com/wp-content/uploads/2018/11/Privacy-Policy.pdf>.

8. Publicity: By participating, each Entrant grants Triton permission to use his/her name, company, voice, hometown, likeness or comments for publicity purposes in regard to the Promotion without payment of additional consideration, except where prohibited by law.

9. ASSUMPTION OF RISK, INDEMNIFICATION, LIMITATION OF LIABILITY

BY INTENDING TO ENTER AND/OR ENTERING THE PROMOTION, EACH ENTRANT (ON BEHALF OF ENTRANT AND ENTRANT'S FAMILY MEMBERS, HEIRS, ADMINISTRATORS, AFFILIATES AND SUCCESSORS) ASSUMES ALL RISK ASSOCIATED WITH THE PROMOTION AND/OR REFERRAL REWARD AND HEREBY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS TRITON, TRITON ENTITIES AND THEIR RESPECTIVE PARTNERS, AFFILIATES AND SUBSIDIARY COMPANIES, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, CAUSES OF ACTION, THREATS, LOSSES, DEATH, INJURY, ACTUAL, INCIDENTAL OR CONSEQUENTIAL CLAIMS AND DEMANDS WHATSOEVER IN LAW OR EQUITY, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION, TAXES OWED AND DUE BY THE PARTICIPANT IN CONNECTION WITH THE PROMOTION, BREACH OF THE ENTRY WARRANTIES, AND THE ACCEPTANCE, USE OR MISUSE OF ANY REFERRAL REWARD THAT MAY BE WON. TRITON AND ITS SUBSIDIARIES, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM

RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE PROMOTION.

IN NO EVENT SHALL TRITON OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. TRITON'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN ITS ENTIRETY AT US\$50. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

10. General: Any and all decisions related to the Promotion, these Official Rules, Promotion administration, verification and the like will be supervised by Triton, whose decisions are absolute, final and binding on all Entrants. Triton reserves the right in its sole and absolute discretion to terminate, cancel, or modify the Promotion at any time by amending these Official Rules and publishing them on its website. Triton and the Triton Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. All information provided by Entrant for the Promotion is provided solely to Triton for Triton's benefit and is not provided to any other entity.

11. Governing Law and Venue: This Promotion and Official Rules shall be governed by the laws of Georgia without giving effect to its rules on conflicts of laws. Venue for all disputes and actions arising under or relating to this Promotion (an "Action") shall be exclusively in the state and federal courts of Atlanta or Decatur, Georgia. All Entrants agree to bring all Actions only in such courts and not to contend that venue in such courts is improper or inconvenient.

12. Severability: If any provision of this Promotion or Official Rules is deemed to violate any law, rule or regulation, it shall be amended to conform to such law, rule or regulation and all other provisions shall remain in full force and effect.

13. Intellectual Property: This document contains the trademarks and service marks of Triton and third parties. Such trademarks and service marks are the sole and exclusive property of their respective owners. This Promotion is sponsored and administered exclusively by Triton and is in no way sponsored, endorsed, administered by or associated with any other company.