

TECHNOLOGY ADVISORY & REFERRAL DISCLOSURE AGREEMENT

Comparative Sourcing • Third-Party Residual Disclosure • Limitation of Liability

This Technology Advisory & Referral Disclosure Agreement ("Agreement") is entered into as of the date executed below ("Effective Date"), by and between the undersigned client ("Client") and the undersigned technology advisor ("Advisor"). Client desires to engage Advisor to assist with evaluating and sourcing commercial technology providers on the terms and conditions outlined below.

1. Scope of Sourcing & Advisory Services

Advisor provides independent sourcing, evaluation, and introductory services. Where commercially feasible, Advisor endeavors to present Client with multiple (typically three or more) competitive provider quotes based on Client's operational requirements. Advisor does not design, build, host, resell, deliver, or warrant the underlying technology, telecommunications, cloud architecture, or managed services.

2. Residual & Referral Compensation Disclosure

Client expressly acknowledges and consents that Advisor receives financial compensation—including one-time referral fees and recurring monthly commission percentages ("residuals")—directly from introduced third-party providers based on Client's contracted monthly recurring cost. Commission schedules and rates vary among providers. Sourcing presentations are informational and do not encompass every provider in the market; Client remains fully entitled to solicit options outside Advisor's network.

3. Independent Due Diligence & Selection Authority

Client exercises sole and absolute discretion in selecting, contracting with, or rejecting any provider. Client assumes complete responsibility for conducting its own technical, operational, security, regulatory, and legal due diligence before signing any agreement. Advisor is not a party to, nor an agent or guarantor of, any Master Services Agreement (MSA), Service Level Agreement (SLA), or Statement of Work executed between Client and a vendor.

4. Disclaimer of Warranties & Absence of Fiduciary Duty

All vendor quotes, pricing matrices, and technical summaries provided by Advisor are delivered strictly "AS IS" based upon provider-supplied figures. Advisor disclaims all warranties, express or implied, including merchantability, security, compliance, and fitness for a particular purpose. Advisor operates strictly as an independent contractor; nothing herein creates an agency, partnership, joint venture, or fiduciary relationship between the parties.

5. Limitation of Liability & Consequential Damages Waiver

To the maximum extent permitted by law, Advisor shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages (including lost profits, business interruption, or data breach remediation) resulting from any provider's acts, omissions, or outages. Advisor's aggregate liability under any legal theory shall not exceed the lesser of: (a) five hundred dollars (\$500.00), or (b) the actual commissions received and retained by Advisor attributable to Client's contract during the three (3) months prior to the incident.

6. Governing Law & Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior discussions. This Agreement is governed by the laws of the Commonwealth of Massachusetts. Any amendments must be executed in writing by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:

Company Name:

Authorized Signature:

Printed Name & Title:

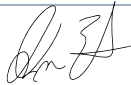
Date:

ADVISOR:

Advisor / Agency Name:

Ivan Elias

Authorized Signature:



Printed Name & Title:

Ivan Elias / Founder

Date:

9/24/26