External Employee Referral Program
Terms & Conditions

These External Employee Referral Program Terms & Conditions (the “Agreement”) govern Iron Bow Technologies, LLC’s External Employee Referral Program (the “Program”), and the payment of any bonus or incentive (a “Referral Award”) to a third-party hereunder.

1. **Parties.** This Agreement is entered into between Iron Bow Technologies, LLC (“Iron Bow”) and each individual, who is neither an employee of nor independent contractor for Iron Bow, who submits a referral of a candidate for an Iron Bow career opportunity. In either case, the second party hereto is referred to as a “Referrer” herein. Iron Bow and Referrer may be collectively referred to as the “Parties” or individually each as a “Party.” Referrer’s submission of a candidate for an Iron Bow career opportunity is Referrer’s act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

2. **Scope and Purpose.**
   a) **Purpose.** The Program provides for the payment of a Referral Award to any Eligible Referrer for the referral of a successful candidate for the fulfillment of an Eligible Position.
   b) **Eligible Third-Parties.**
      i. The Program is open to individuals who are not employees of, nor independent contractors for, Iron Bow. This includes, but is not limited to, customer, subcontractor, vendor, original equipment manufacturer, and partner personnel (collectively, “Eligible Referrers,” and any such individual an “Eligible Referrer”). However, there are some limitations, restrictions, and exclusions, including, but not limited to:
         1. Government employees are ineligible from receiving any Referral Award for their referral of candidates and potential employees;
         2. Any employee of, or contractor for, a recruiting company;
         3. Iron Bow employees;
         4. Any individual who Iron Bow, in its sole and absolute discretion, determines cannot be provided a Referral Award for ethical, regulatory, or legal reasons.
   c) **Eligible Positions.** Referral Awards will only be paid for referrals of successful candidates for Iron Bow career opportunities (i) that are approved by Iron Bow leadership; and (ii) that are posted on Iron Bow’s External Referral Portal, located at www.ironbow.com/ReferTheBow, (“Eligible Positions”).

3. **Related Documents.** This Agreement should be read in conjunction with, the following documents and information available on Iron Bow’s External Referral Portal (together, the “Supplemental Documents”):
   a) The Program Overview and Description; and

4. **Referral Awards.**
   a) The Award. Dependent upon the position and decided on by Iron Bow Leadership, Iron Bow may pay between $1,000 to $5,000 (the “Referral Award”) to an Eligible Referrer for the referral of a successful candidate for an Eligible Position. The amount offered for the position will be documented by the recruiter in the comments section of that specific job located within Iron Bow’s
Applicant Tracking System - Taleo. These comments are date and time stamped and are visible to the Recruiter assigned to that position and they are not external facing.

b) Payment Terms. Payment of a Referral Award shall be made within Forty-Five (45) days of the successful candidate’s Ninetieth (90th) day of continuous employment with Iron Bow.

5. **Referral Procedures.**

   a) In order to be considered as a valid submittal and be eligible for payment of a Referral Award, all referrals from Referrer’s must be sent directly to Iron Bow’s Recruiting Team through the Iron Bow External Referral Portal. The date on which Iron Bow receives sufficient information to fully identify and contact the referred candidate, through the Iron Bow External Referral Portal, will be deemed the “Referral Date.” If a Referrer refers a successful candidate, they will be contacted by a representative of Iron Bow, and all correspondence between Iron Bow and Referrer will be handled through that representative. The Referrer shall not interact with any other Iron Bow personnel concerning the referral, unless specific written approval from a member of the Client’s Recruiting Team is provided for such interaction(s).

   b) In the event that a single candidate is submitted for Iron Bow’s consideration by multiple sources (whether through the Program or otherwise), the first submission of such candidate, as determined by the Referral Date, will be credited with the referral. In the event the party credited with the referral cannot deliver the candidate to the interview, Iron Bow reserves the right to accept the same or a similar referral from another source which successfully delivers the candidate for an interview.

   c) A Referral Award will not be owed nor paid to a Referrer if:

         i. Iron Bow already has a resume and/or an employment application on file for the referred candidate that was submitted within the twelve (12) months prior to the Referral Date; or
         ii. Iron Bow incurs a recruiting fee (i.e. to a third party recruiting agency) for hiring the candidate; or
         iii. The referred candidate is a former Iron Bow employee or contractor; or
         iv. The referred candidate does not remain continuously employed by Iron Bow, for any reason, for ninety (90) days after such individual’s initial start date following the Referral Date, or if such individual voluntarily leaves employment with Iron Bow after such ninety (90) day period but before Iron Bow has made payment of the Referral Award.

   d) **UNSOLICITED REFERRALS WILL NOT BE ACCEPTED AT ANY TIME.**

Candidate referrals will only be accepted in relation to Iron Bow career opportunities posted on Iron Bow’s External Referral Portal. Iron Bow has no obligation to honor the submission of any candidate for an opportunity not posted on Iron Bow’s External Referral Portal.

   e) **UNSOLICITED CONTACT WITH IRON BOW PERSONNEL.**

Any and all unauthorized contact by a Referrer with any employees, agents or representatives of Iron Bow, other than contact with personnel that is specifically authorized herein, in relation to the referral of a candidate shall render this Agreement voidable at Iron Bow’s sole option and all referrals by Referrer shall become the property of Iron Bow.

6. **Employment Policies.**

   a) Equal Opportunity Employer. It is Iron Bow’s policy to hire the best qualified candidate for a particular position without regard to race, creed, color, national origin, religion, sex, age, marital status, sexual orientation, gender identity, physical disability or veteran status. The Referrer’s understanding of, and agreement with, this policy statement is acknowledged by this Agreement.
b) Background Check Requirement. Once a candidate has been identified to fill a specific requirement and prior to any offer thereto being unconditional, Iron Bow shall perform a background check to include criminal, sex offender, social security verification, consumer reporting as well as employment verification checks. No candidate will be hired until successful completion of all checks.

c) Other Applicable Policies and Procedures. Iron Bow will follow its standard policies and procedures in the interviewing, evaluation, and hiring of any and all candidates submitted through the Program.

7. **Referrer Representations.** Referrer represents and warrants that, as of the Referral Date (by Referrers submission of a referral) and as of the date of payment of the Referral Award (by acceptance of the Referral Award), that:

   a) Referrer is not party to any contract, employment, or other arrangement that prohibits or restricts Referrer’s participation in the Program;
   
   b) Referrer is not prevented or restricted, by contract, law, or otherwise, from submitting the candidate submitted to Iron Bow for the Program;
   
   c) Referrer is not prohibited or restricted, contractually, legally, by employment, ethically, or otherwise from accepting a Referral Award from Iron Bow;
   
   d) Neither Referrer’s submission of a candidate to the Program nor Referrer’s acceptance of a Referral Award is, or could reasonably be perceived to be, a conflict of interest or violation of any government policy, regulation, or law;
   
   e) Neither Iron Bow’s acceptance of a referral of a candidate to the Program from Referrer nor Iron Bow’s payment of a Referral Award is, or could reasonably be perceived to be, a conflict of interest or violation of any government policy, regulation, or law;
   
   f) In the event any representation, warranty, or impression given by Referrer through agreement to these terms and conditions, the submission of a candidate, or the acceptance of a Referral Award, is or becomes false or misleading, Referrer shall immediately notify Iron Bow and take such corrective action as Iron Bow deems necessary and/or appropriate in its sole and absolute discretion (including, but not limited to, return of any Referral Award, if Iron Bow deems necessary or appropriate).

8. **Termination.** The Parties agree and acknowledge that the Program and/or this Agreement may be terminated, suspended, modified, or amended at any time, for any reason, by Iron Bow in its sole and absolute discretion without notice.

9. **Lack of Agency.** The Parties hereto understand that neither of them has authority to bind the other in any contractual arrangement.

10. **Limitation of Liability.** Under no circumstances shall Iron Bow be liable to Referrer for any lost profits, incidental, special, indirect, exemplary, statutory or consequential damages, or any other claims brought against Referrer. Under no circumstances shall Iron Bow’s liability to Referrer exceed the amount of the Referral Award amount set forth herein. Referrer may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one (1) year after the Referral Date or more than one (1) year after any such cause of action accrues, whichever is earlier.
11. **Non-Solicitation.** Referrer shall not solicit, recruit, hire or otherwise employ or retain the employees of Iron Bow for one (1) year following the later of the Referral Date or the payment of the Referral Award (if applicable) without Iron Bow’s prior written consent.

12. **Assignment.** Neither this Agreement nor any Referral Award due hereunder is assignable by Referrer without the prior written consent of Iron Bow.

13. **Force Majeure.** Iron Bow shall be liable for any failure to act as, or delay in the performance of acts, required hereunder, when resulting from causes beyond its reasonable control. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages of equipment or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation.

14. **Severability.** Each sentence, clause, paragraph and provision of this Agreement is entirely independent and severable from every other sentence, clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to Iron Bow’s substantive intent.

15. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. All claims, disputes, demands, controversies and differences that may arise between the Parties to this Agreement shall be resolved by the courts of the Commonwealth of Virginia located in Fairfax County.

16. **Entire Agreement.** This Agreement (together with the Supplemental Documents) contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. Iron Bow has made no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement.