

SUPPLIER REFERRAL AGREEMENT

Mutual NDA, Non-Circumvent & Commission

Livio Building Systems, Inc. & Supplier

This Agreement is entered into as of _____ (the "**Effective Date**") between **Livio Building Systems, Inc.**, 171 Main Street #562, Los Altos, CA 94022 ("**Livio**"), and _____ (together, the "**Parties**").

Livio refers qualified suppliers to its data-center customers. Supplier wishes to receive such referrals and pay Livio a commission. Both Parties wish to protect confidential information and prevent circumvention. In consideration of these mutual promises, the Parties agree:

1. Key Definitions

"Referred Customer" means any end customer, project owner, developer, hyperscaler, colocation operator, EPC, or counterparty introduced by Livio to Supplier, including all affiliates, parents, subsidiaries, successors, and SPEs of that entity.

"Referred Opportunity" means any introduction by Livio plus all related projects, expansions, follow-on orders, change orders, and renewals.

"Commissionable Sale" means any order, contract, or payment between a Referred Customer (or affiliate) and Supplier (or affiliate) during the Term or Restricted Period.

"Net Contract Value" means amounts invoiced and collected by Supplier from the Referred Customer, less only: (a) separately stated taxes remitted to a taxing authority; (b) documented freight/shipping; (c) refunds and credits actually granted; and (d) documented pass-through payments to unaffiliated subcontractors at cost. Net Contract Value is not reduced by Supplier's internal costs, overhead, margin, or reserves.

"Confidential Information" means any non-public information disclosed by either Party that is marked confidential or that a reasonable person would understand to be confidential, including customer identities, project data, pricing, designs, engineering know-how, software, financials, and the terms of this Agreement.

"Livio Hub" means Livio's supplier portal at hub.golivio.com.

"Restricted Period" means three (3) years following expiration or termination of this Agreement.

2. Hub Registration, Customer Inquiry & Deal Registration

2.1 Hub Registration

As a condition precedent to receiving referrals, Supplier shall register and maintain an active account on the Livio Hub, keep all company and capability information current, and use the Hub as the system of record for all opportunity tracking, quotes, POs, invoices, and payments. Failure to maintain an active Hub account is a material breach.

2.2 Customer Inquiry (7-Day Window)

Before making any introduction, Livio will send Supplier a written Customer Inquiry Notice identifying the prospective customer and general scope. Supplier has seven (7) calendar days to respond claiming a

documented, pre-existing commercial relationship, supported by evidence (e.g., existing contract, PO, invoice, or correspondence predating the notice).

- If Supplier provides a valid, timely claim: Livio will not make the introduction and the customer is not a Referred Customer. Livio may request additional documentation within 5 business days. A fraudulent or materially misleading claim is a material breach.
- If Supplier does not respond within 7 days, or responds without adequate evidence: this is conclusive, irrevocable acknowledgment that no pre-existing relationship exists. Livio proceeds with the introduction and the customer becomes a Referred Customer. Supplier may not later claim a pre-existing relationship as a defense.

2.3 Deal Registration

After the Customer Inquiry clears, Livio will send a Deal Registration Notice to both Supplier and the Referred Customer confirming the registration. Supplier must acknowledge through the Hub within 5 business days; failure to object or any engagement with the Referred Customer constitutes irrevocable acceptance. The registration covers all follow-on orders, expansions, and affiliates for the Term and Restricted Period.

2.4 Continuous Reporting

Supplier shall log in the Hub, within 5 business days: each quote issued, PO/contract received, invoice issued, payment received, and material scope or value change for any Referred Opportunity. The Hub record is the controlling source of truth for commission calculations.

3. Mutual Confidentiality (NDA)

Each Party shall: (a) hold the other's Confidential Information in strict confidence; (b) use it solely to perform under this Agreement; (c) restrict access to employees, contractors, and advisors bound by written confidentiality obligations; (d) protect it with at least reasonable care; and (e) not reverse engineer any Confidential Information.

The following are **not** Confidential Information (except personal data, which is always protected):

- (a) information that becomes publicly known through no fault of the Receiving Party;*
- (b) information the Receiving Party lawfully obtains from a third party with no confidentiality restriction;*
- (c) information the Receiving Party independently develops without using anything shared under this Agreement; or*
- (d) information already lawfully in the Receiving Party's possession prior to disclosure.*

If legally compelled to disclose, the recipient shall give prompt notice and disclose only the minimum required. Upon termination or request, the recipient shall return or destroy all Confidential Information and certify destruction. Copies required for legal compliance may be kept.

Term & Remedies: Confidentiality survives for 5 years post-termination (perpetual for trade secrets). Breach may cause irreparable harm; the discloser is entitled to injunctive relief without posting a bond, in addition to all other remedies.

4. Non-Circumvent

During the Term and the Restricted Period, Supplier shall not, directly or indirectly (and shall ensure its affiliates, officers, employees, agents, and any party acting on its behalf do not):

- contact, solicit, transact with, or accept business from any Referred Customer except through Livio and subject to the commission obligations herein;

- bypass or circumvent Livio in connection with any Referred Opportunity, including through affiliates, SPEs, JVs, brokers, or successor entities;
- use Livio's Confidential Information (including Referred Customer identities) for any purpose outside this Agreement; or
- engage a Referred Customer for similar Supplier offerings without Livio receiving the Section 5 commission, regardless of which business unit, project, or affiliate originates the order.

This covenant extends to each Referred Customer and all of its affiliates, parents, subsidiaries, successors, and SPEs. Supplier acknowledges the scope, duration, and subject matter are reasonable; any court finding overbreadth shall modify only to the minimum extent necessary.

5. Commission

5.1 Rate & Payment

Supplier shall pay Livio a commission of **5% of Net Contract Value** on each Commissionable Sale. Commissions accrue upon Supplier's receipt of payment and are payable within 30 days after month-end, in USD by wire transfer. Late payments accrue interest at 1.5%/month (or the legal maximum), plus Livio's collection costs including attorneys' fees.

With each payment, Supplier shall deliver a commission statement (customer, project, invoice numbers, gross amount, deductions, Net Contract Value, and commission) and upload it to the Hub.

5.2 Notification of Sales

Supplier shall notify Livio within 5 business days of any quote, PO, contract, LOI, invoice, or payment involving a Referred Customer, logged through the Hub with customer name, project, scope, amount, and supporting documentation.

5.3 Quarterly Officer Attestation

Within 15 days after each quarter-end, Supplier's CFO (or highest-ranking financial officer) shall deliver a sworn certification (Schedule 1 form) confirming: (a) all Commissionable Sales were reported; (b) all commission statements are complete and accurate; (c) no Referred Customer has been engaged through undisclosed affiliates or entities; and (d) the officer made due inquiry. A materially false certification is a material breach and fraudulent misrepresentation.

5.4 Underreporting; Liquidated Damages

If Livio discovers unreported or under-reported Commissionable Sales (by audit, customer confirmation, public records, or otherwise), Supplier shall pay:

- the unpaid commission;
- liquidated damages of **2x the unpaid amount** (which the Parties agree is a reasonable estimate of damages given the difficulty of calculation and the deterrence required);
- interest at 1.5%/month from the original due date; and
- the Restricted Period for the affected Referred Customer is automatically extended by 2 years.

Livio may also terminate immediately for cause.

6. Records & Audit

Supplier shall maintain complete books and records for all Commissionable Sales (quotes, POs, contracts, invoices, payments, correspondence) for 7 years. Livio may:

- **Scheduled audits:** up to 2x per year, on 10 business days' notice, conducted by Livio or a third-party auditor, on-site or remote.
- **For-cause audits:** at any time upon reasonable suspicion of underreporting or circumvention (based on customer info, public records, Hub anomalies, or whistleblower reports). These do not count against the 2x cap.
- **Customer verification:** Livio may contact any Referred Customer directly to confirm deal scope and value.

If any audit reveals underpayment of 3%+ or unreported sales, Supplier bears all audit costs and is subject to the Section 5.4 penalties. Supplier consents to Livio's ongoing access to all Hub data for agreement administration.

7. Term & Termination

This Agreement runs for **2 years** from the Effective Date and auto-renews for 1-year periods unless either Party gives 60 days' written notice of non-renewal.

Termination for cause: Either Party may terminate immediately if the other materially breaches and fails to cure within 30 days (immediate for NDA or non-circumvent breaches), becomes insolvent, or ceases operations.

Termination for convenience: 60 days' written notice.

Survival: Sections 3 (NDA), 4 (Non-Circumvent, full Restricted Period), 5 (Commission on existing Referred Customers), 6 (Records/Audit), and 8 (General) survive termination. Commissions remain payable on any Commissionable Sale during the Restricted Period.

Tail extension on breach: If Supplier breaches Sections 2, 4, or 5, the Restricted Period for all Referred Customers extends by 2 years from discovery, compounding for separate breaches.

8. General Provisions

Relationship. The Parties are independent contractors. No partnership, JV, employment, or agency is created. Neither Party may bind the other.

Indemnification. Each Party shall defend, indemnify, and hold harmless the other from third-party claims arising from its breach, negligence, or willful misconduct, and (for Supplier) from any Supplier offerings provided to Referred Customers.

Limitation of Liability. EXCEPT FOR BREACHES OF SECTIONS 3 OR 4, COMMISSION OBLIGATIONS, AND INDEMNIFICATION, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. NO IMPLIED WARRANTIES.

Governing Law. California law, without conflict-of-law principles. Exclusive venue in Santa Clara County. The non-circumvent covenants are intended to protect trade secrets, not restrict Supplier's general trade, and shall be construed accordingly under California law.

Attorneys' Fees. The prevailing Party in any action to enforce this Agreement shall recover reasonable attorneys' fees, costs, and litigation expenses from the non-prevailing Party.

Assignment. No assignment without written consent, except to an affiliate or successor by merger/acquisition (assignee must assume all obligations in writing).

Notices. All notices must be in writing, sent to each Party's address listed above (or updated address provided in writing), and are effective the next business day if sent by overnight courier, or upon actual receipt otherwise.

Entire Agreement; Amendment. This Agreement (including Schedule 1) is the complete agreement; amendments require writing signed by both Parties. Failing to enforce a right at any time does not waive it.

Severability; Force Majeure; Counterparts. Invalid provisions are modified to minimum enforceability. Neither Party liable for delays beyond reasonable control (excluding payment). May be executed in counterparts and electronically, each of which is an original, and all of which together form one instrument.

Signatures

By signing below, each Party represents and warrants that the individual executing this Agreement is duly authorized to do so and has the full power to bind their respective organization to these terms.

Supplier:

Livio Building Systems, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Navneet Aron

Title: _____

Title: Founder & CEO

Date: _____

Date: _____

Schedule 1 — Quarterly Officer Attestation (Section 5.3)

To be executed by Supplier's CFO (or highest-ranking financial officer) within 15 days after each quarter-end and delivered to Livio Building Systems Inc.

CERTIFICATION

For the quarter ended _____, the undersigned, on behalf of _____ ("Supplier"), certifies to Livio Building Systems Inc. ("Livio"):

- All Commissionable Sales during this quarter have been timely reported through the Livio Hub.
- All commission statements are complete, accurate, and calculated per Section 5.
- No Referred Customer has been engaged through any undisclosed affiliate, SPE, JV, or successor entity.
- The undersigned has made due inquiry of sales, finance, and contracts personnel and reviewed Supplier's books for the quarter.
- A materially false certification is a material breach and fraudulent misrepresentation that may give rise to personal liability.

Signed: _____

Name: _____

Title: _____

Date: _____