SUBNEXUS Partner Program Agreement

Between Cyberellum Technologies & Laboratory Inc. ("Cyberellum") and the approved partner. Accepted with the partner application and the partner conduct statement.

1. Program terms

Approval. Every application is reviewed. Your link and code are issued when you are approved, and referrals count from then on.

Customers are SUBNEXUS customers. Every company that signs up through a partner becomes a customer of Cyberellum, which provides the service, bills the customer directly and supports them. Partners are paid for bringing the business; partners do not resell, bill or take payment from customers. The only exception is a White-Label & Hosted Portal License, under its own written agreement.

Credit. A referral is credited when the customer registers through your link or code within 90 days of first using it. The first partner to refer a company is the one credited.

What earns a commission. Payments Cyberellum actually receives for paid plans from customers you referred, for as long as they remain customers. The $1 trial does not earn a commission.

Rates. Referral rate: 20% of each payment for as long as the customer subscribes, plus a $100 bonus on the first paid plan. Solutions rate: 30% of each payment for as long as the customer subscribes, plus a $250 bonus on the first paid plan. Strategic rate: as agreed in writing.

Payouts. Monthly, 30 days after the month closes, once your balance reaches $50. Paid by ACH bank transfer through Square, or by check. Bank details are given privately when you are set up for payouts, never on this website.

Taxes. A completed IRS Form W-9 (or W-8 outside the US) is required before your first payout. Cyberellum issues Form 1099-NEC when a partner's payments in a calendar year reach the IRS reporting threshold ($2,000 for 2026). Partners are responsible for their own taxes.

Refunds. A refund or chargeback within 60 days reverses the commission on that payment.

Disclosure. When you recommend SUBNEXUS, say clearly that you are a paid SUBNEXUS partner, in the same place as the recommendation (for example "I'm a paid SUBNEXUS partner"). This follows the FTC's rules on endorsements. Cyberellum reviews partner promotion and may suspend partners who do not disclose.

No kickbacks or conflicts. You may not earn a commission on a company you work for or act for (as an officer, employee, partner or agent), and you may not share a commission with anyone at the referred company. No payment may be offered or accepted to influence a purchasing decision on a government prime contract or subcontract. Commissions are never charged to a customer or included in any contract price.

Not eligible. Your own company or account, companies already registered with SUBNEXUS, and accounts Cyberellum already works with directly.

Representing SUBNEXUS. Describe SUBNEXUS accurately, use only the materials we provide, follow the CAN-SPAM Act and send no unsolicited bulk email, and make no promises about results, pricing or certifications on Cyberellum's behalf.

Eligibility. Partners must be 18 or older and must not be on any US government sanctions or exclusion list.

Your information. Information you give us is used only to run the Partner Program and pay you. It is not sold or shared.

Changes and ending. Cyberellum may update rates or terms with 30 days' notice; commissions already earned are not affected. Either side may leave the program with 30 days' notice, and earned commissions are still paid.

Independence. Partners are independent and are not employees, agents or representatives of Cyberellum.

2. Federal contracting and conflicts of interest

- Commissions are paid by Cyberellum from its own receipts for SUBNEXUS. They are never added to a customer's price or charged to any government contract, subcontract or bid.
- No payment, gift or favor may be offered, given or accepted to obtain or reward favorable treatment on a government prime contract or subcontract (Anti-Kickback Act, 41 U.S.C. §§ 8701-8707; FAR 3.502; clause 52.203-7). Nothing of value may go to a government employee in connection with a contract (FAR 3.202; clause 52.203-3).
- Where the customer is a government agency, a commission is paid only under a separate written agreement approved by Cyberellum in advance (FAR 3.4; clause 52.203-5).
- Current government employees may not earn commissions on referrals connected to their official duties or agency and must have their ethics office's approval for outside activity (5 C.F.R. part 2635; 18 U.S.C. § 208). Former officials follow 18 U.S.C. § 207 and 41 U.S.C. § 2104.
- A partner advising an agency on an acquisition does not refer companies competing in it while doing so (FAR 9.5).
- The partner tells Cyberellum promptly of any relationship that could be a conflict of interest; Cyberellum may decline or reverse a commission that breaks these rules.

3. Records and the Partner Workspace

- Cyberellum keeps the commission ledger and makes it available to the partner in the Partner Workspace, together with payout status and annual 1099-NEC totals.
- Expenses and prospects the partner records in the workspace belong to the partner; Cyberellum does not use them for any other purpose.
- Either side may ask for a statement of commissions earned, reversed and paid at any time.

4. Acceptance

The partner accepts this Agreement by submitting the partner application with the terms and the partner conduct statement checked. The version in force is published at subnexus.axiom-x.us/partners/#terms.

This document is generated from the published program terms; where they differ, the terms published at subnexus.axiom-x.us/partners/#terms on the date of the event govern.