## External Referral Program Terms and Conditions

To receive a payment (herein "Referral Payment") pursuant to General Dynamics Information Technology's (herein "GDIT")<sup>1</sup> External Referral Program, you<sup>2</sup> must comply with the terms set forth below.

1. Individuals <u>eligible</u> to participate - To be eligible to participate in this program, you must be an individual person (not a business entity) who is at least 18 years of age, a legal resident of the United States, and otherwise meet the qualifications set forth herein.

## 2. Individuals ineligible to participate -

The following people/ entities are ineligible to participate:

- Current employees of GDIT and their immediate family members<sup>3</sup>
- Employees of staffing or recruiting agencies or any other entity that GDIT would be required to pay for a referral absent this External Referral Program
- Individuals who are prohibited from referring a candidate to GDIT pursuant to a non-compete or non-solicitation agreement or any similar agreement or whose referral of a candidate (based solely on GDIT's determination) could expose GDIT to liability
- Employees of the Federal government and employees of any state or local government
- 3. Ineligible candidates An external referral payment cannot be earned for referring any of the following:
  - Self-referrals
  - Former GDIT employees
  - Individuals who have already applied to GDIT within the past twelve months
  - Individuals who have been a contractor, temporary worker, or consultant to GDIT within the past twelve months
  - Individuals who are currently working on a contract with GDIT employees
  - Individuals who have non-compete or non-solicitation agreements or any other agreement that, at GDIT's sole discretion, could prevent GDIT from hiring them
  - Candidates who have already been referred to GDIT by a GDIT employee or an external referral; in the event that more than one person refers a candidate, the person who refers first and otherwise qualifies will receive the payment

<sup>&</sup>lt;sup>1</sup> For purposes of these terms and conditions, GDIT includes any GDIT managed or affiliated company.

<sup>&</sup>lt;sup>2</sup> The term "you" refers to the individual who potentially could receive the Referral Payment.

<sup>&</sup>lt;sup>3</sup> An immediate family member refers to a parent, child, spouse, sibling, or individual who resides with you.

## 4. Payment terms

You will receive a one-time payment of up to  $$10,000^4$ , if you are an eligible individual, refer an eligible candidate to one of the positions listed on <u>View the List</u> on gdit.com/externalreferrals, and the following takes place:

- GDIT hires the individual you referred for one of the eligible positions and that individual remains continuously employed by GDIT for at least 30 days, has not resigned, and is performing all of his or her job responsibilities satisfactorily
- You complete and return an IRS Form W-9 and provide any other documentation necessary for GDIT to legally provide this payment to you
- You complete the External Referral Form provided by GDIT and otherwise comply with all terms and conditions of this External Referral Program
- The candidate that you referred acknowledges that you referred him or her

With respect to any payment GDIT pays to you pursuant to this External Referral Program, you agree that you are solely responsible for paying appropriate state and federal taxes. GDIT will issue you an IRS Form 1099 related to this payment.

This agreement is governed by Virginia law without regard to choice of law rules, and you agree that any litigation that may arise related to GDIT's External Referral Program will be brought in Virginia.

You agree that GDIT's total liability related to the External Referral Program is your actual damages or \$10,000, whichever is less.

Any external referral payment will be paid to you within thirty days after the completion of all requirements to make you eligible to receive the payment.

By participating in the External Referral Program, you agree to all terms and conditions of the program.

Date of Agreement

Signature to represent agreement to terms and conditions identified in this form.

Best contact email.

Best Phone number.

Once complete, save as and then send to EmployeeReferrals@gdit.com.

<sup>&</sup>lt;sup>4</sup> The specific amount that GDIT will pay will be listed on the eligible requisition.