



**LOCKHEED MARTIN CORPORATION'S EXTERNAL REFERRAL PROGRAM  
TERMS AND CONDITIONS**

**By submitting a candidate to Lockheed Martin Corporation's External Referral Program, you are agreeing to the following Terms and Conditions (the "Agreement"):**

**A. Objective.** Lockheed Martin's External Referral Program (the "Program") offers a one-time referral payment to assist Lockheed Martin with hiring and retaining top talent for specific qualifying positions for the Program ("Program-Qualifying Positions").

**B. Program Requirements.**

**1. Eligibility Requirements for External Referrer (the "Referrer").** To participate in the Program and be eligible for a referral payment, you as the Referrer must satisfy each of the following requirements:

- a. The Referrer must be an individual person (and not a business entity), who is at least 18 years of age and a legal resident of the United States.
- b. The Referrer cannot be currently employed by Lockheed Martin.
- c. The Referrer cannot be a current contractor, temporary worker, payrollee, or consultant of Lockheed Martin.
- d. The Referrer cannot be a former Lockheed Martin employee or retiree within the past twelve (12) months of submitting the Referral Candidate.
- e. The Referrer cannot be associated with, employed by, or a consultant of a staffing or recruiting agency or third-party to whom Lockheed Martin is contractually obligated to pay a fee for the hiring of an individual referred by, or working for, such staffing or recruiting agency or third-party.

**The Referrer is not eligible for the Program or referral payment if Lockheed Martin finds, in its sole discretion, the Referrer fails to satisfy any of the above requirements or that paying a referral payment would create an actual or apparent conflict of interest.**

**2. Eligibility Requirements for Referral Candidate.** To participate in the Program, and for the Referrer to be eligible to receive a referral payment, the Referral Candidate cannot be any of the following:

- a. The Referrer (i.e., a self-referral).

- b. A current employee of Lockheed Martin or any of its affiliates or subsidiaries.
- c. Already referred by a current Lockheed Martin employee or a different Referrer within the previous 12 months.
- d. A candidate who has applied for employment or contract work at Lockheed Martin within 60 calendar days of the Referrer's submission of the Referral Candidate.
- e. A candidate who has already progressed to the offer stage on a current requisition prior to the referral submission.
- f. A current contractor, payrollee, consultant, temporary employee, or intern of Lockheed Martin.
- g. A contractor, payrollee, consultant, temporary employee, or intern of Lockheed Martin within the previous 12 months.

**The Referrer is not eligible for the Program or referral payment if Lockheed Martin finds, in its sole discretion, Referral Candidate is any of the above, or that paying a referral payment would create an actual or apparent conflict of interest.**

### **C. Submission Process.**

1. All referrals must be submitted through [www.lockheedmartinjobs.com/external-referral-program](http://www.lockheedmartinjobs.com/external-referral-program) (no exceptions).
2. The Referrer may only submit one Referral Candidate per submission.
3. **Information Submitted by Referrer.** The Referrer must submit the following information at the time of submission of the Referral Candidate:
  - a. The Referrer's full legal name, e-mail address, and telephone number.
  - b. The Referral Candidate's full legal name, e-mail address, and telephone number.
  - c. The Referrer's relationship with the Referral Candidate.
  - d. The job title for the Program-Qualifying Position.
  - e. Acknowledgment by the Referrer that he or she is eligible to participate in this Program and has reviewed these Terms and Conditions.

**Referral Candidates must be submitted in strict conformance with the processes outlined in this Agreement. Failure to do so will result in the ineligibility of the Referrer and Referral Candidate.**

**D. Payment.**

1. Lockheed Martin shall pay the Referrer a one-time referral payment of **\$3,000.00** (gross) for referring the Referral Candidate so long as the following requirements are fully and completely satisfied:
  - a. The Referrer strictly complied with the processes and requirements outlined in this Agreement and as otherwise required by Lockheed Martin.
  - b. The Referral Candidate is eligible for the Program.
  - c. The Referrer is eligible for the Program.
  - d. The Referral Candidate expressly acknowledges during the Program's application process that the Referrer referred the Referral Candidate to Lockheed Martin.
  - e. The Referral Candidate is hired full-time in a Program-Qualifying Position within 12 months of the Referrer's submission of the Referral Candidate to the Program, and is in good standing at the time the referral payment is paid to Referrer.
  - f. The Referral Candidate completes 60 calendar days of continuous, full-time employment with Lockheed Martin in the Program-Qualifying Position for which the Referral Candidate was hired as part of the Program.
  - g. In Lockheed Martin's sole discretion, the Referral Candidate is considered to be in good standing at the end of the 60-calendar-day period set forth in Section D(1)(g).
  - h. Lockheed Martin receives Referrer's completed IRS Form W-9 and any other documentation Lockheed Martin or its payment vendor require in a timely manner.
2. Lockheed Martin shall pay Referrer within 35 calendar days after the Referral Candidate completes 60 calendar days of continuous, full-time employment with Lockheed Martin in the Program-Qualifying Position for which the Referral Candidate was hired as part of the Program, upon Lockheed Martin's receipt of all required paperwork from Referrer, and upon Lockheed Martin's completion of its internal validation process.

3. Referrers who are employed by organizations that Lockheed Martin is contractually or legally prohibited from providing payments like a referral payment will not be eligible for the Program. **It is Referrer's responsibility to know such limitations and policies. By accepting a referral payment, Referrer is representing they are qualified for the Program.**

**E. Additional Terms and Conditions.**

1. Program-Qualifying Positions are listed at [www.lockheedmartinjobs.com/external-referral-program](http://www.lockheedmartinjobs.com/external-referral-program)
2. The Referrer shall not make any representations or warranties on Lockheed Martin's behalf concerning the Program or subject matters addressed in this Agreement.
3. Participating in this Program does not create an employment or contractual relationship between Lockheed Martin and the Referrer for any purposes not expressly set forth in this Agreement.
4. The Referrer warrants and represents any Referral Candidate he/she/they submits to the Program is not subject to any non-compete agreements, non-solicitation agreements, or any similar agreements which would prevent Lockheed Martin from hiring the Referral Candidate.
5. In the event one or more person refers the same Referral Candidate for a Program-Qualifying Position, the applicable referral payment will be made to the first referrer (internal or external) who referred the Referral Candidate, as determined by Lockheed Martin in its sole discretion, consistent with the terms and conditions of this Agreement.
6. All Referral Candidates will undergo Lockheed Martin's standard hiring process. Lockheed Martin is under no obligation to interview or process the Referral Candidate except as would normally occur under Lockheed Martin's standard hiring process.
7. Referral Candidates who qualify for the Program may be considered for Program-Qualifying Positions for 12 months from the date of their submission to the Program. After 12 months, and if the Referral Candidate has not been chosen for a Program-Qualifying Position during this time period, the referral will expire and the Referral Candidate may be resubmitted by a Referrer to the Program for consideration for an available Program-Qualifying Position.
8. All referral payments Lockheed Martin makes as part of the Program are paid pre-tax. The Referrer is solely responsible for paying all applicable local, state, and federal taxes on any payment received from Lockheed Martin as part of the Program.

9. The Program is effective February 18<sup>th</sup>, 2021 through an indefinite period. Changes and refinements to the Program will be initiated and made as needed in the sole discretion of Lockheed Martin. The terms and conditions of this Agreement are subject to change, suspension or termination at any time and in Lockheed Martin's sole discretion, without prior notice to the Referrer.
10. This Agreement is governed by Colorado law. Any disputes arising from or concerning this Agreement shall be heard in a court of competent jurisdiction in the City and County of Denver, Colorado.
11. The Referrer expressly agrees that Lockheed Martin's total liability under this Agreement for any cause of action, whether at law or in equity, arising from or relating to this Agreement is limited to **\$3,000**. The Referrer further agrees Lockheed Martin shall not be liable for any incidental or consequential damages arising from or relating to the Program or the subject matter of this Agreement.
12. Lockheed Martin is an Equal Opportunity Employer. All qualified Referral Candidates will receive consideration for employment without regard to race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, protected veteran status, disability, or other status protected by law.