

REFERRAL PROGRAM TERMS

Curated Works Inc. will compensate individuals or entities for each "**Completed Referral**" (defined herein) in accordance with these referral terms "**Referral Terms**". These Referral Terms apply in addition to the Curated [Terms of Use](#).

1. COMPLETED REFERRALS

A "**Completed Referral**" occurs when:

- i. You (as an individual or your company's capacity) introduce a prospective Client or Agency Talent to Curated by completing the "**Referral Form**" using The Curated [referral page](#);
- ii. That prospective Client or Agency Talent registers with Curated and is approved to participate in Curated within thirty (30) days of your referral being submitted to Curated;
- iii. That Client or Agency Talent commences a Project through Curated within three (3) months of being referred ("**Referral Period**"); and
- iv. A Fee payment is made to Curated during the Referral Period in relation to the party that you introduced.

In the event that multiple persons refer the same Client or Agency Talent, the first referral received by Curated shall be considered the party responsible for referring the prospective Client or Agency Talent to Curated for the purposes of a Completed Referral.

Any party who refers the same prospective Client or Agency Talent after the first party will not receive compensation or credit for the referral.

In completing the Referral Form, you agree that you have explicit authorization from the referred party to make an introduction to Curated and to provide Curated with their contact details.

2. REFERRAL FEE

Subject to these Referral Terms, Curated will pay a "**Referral Fee**" equal to five percent (5%) of the Curated Fee, payable to Curated on the first Project undertaken by a Curated-approved referral. The Referral Fee shall be calculated based on the Fees outlined in a completed Project Exhibit for a project.

In order to receive a Referral Fee payment, Curated requires that you:

- i. Provide us with a completed W-9 form; and
- ii. Supply us with valid bank account information to pay your Referral Fee.

The Referral Fee will be payable within thirty (30) days of Curated Fees being received and processed by Curated.

All Referral Fees will be payable in the same currency that any Curated Fee is paid.

In the event that you make a referral on behalf of a company with whom you are employed or have an existing relationship, it is up to you and that company to determine and inform Curated who will be the recipient of any Referral Fee.

3. ADDITIONAL TERMS

Curated reserves the right to make any determination under these Referral Terms, including, without limitation, in relation to the acceptance of a User to Curated and the amount and payment of a Referral Fee.

If Curated determines, in its sole discretion, that you have violated these Referral Terms, you will not be eligible to receive a Referral Fee. Curated may disqualify anyone from the Curated referral program at its sole discretion.

By making a referral, you agree that you are not an employee of Curated. You will not act as an agent of Curated nor are you entitled to make any commitments on behalf of Curated. You also agree that there are specific terms governing the use of our intellectual property and any marks in our Terms of Use and that those terms shall also apply to the Referral Terms.

Curated reserves the right to amend these Referral Terms at any time without prior notice.

To find out more about how Curated uses your personal information, and that of the parties you refer, please review the Curated [Privacy Policy](#).

In the event of dispute, the dispute procedures in the Curated [Terms of Use](#) shall apply. Please note that our Terms of Use contain a class action waiver stating that any proceedings to resolve or litigate any dispute subject to arbitration will be conducted solely on an individual basis. We encourage you to review our "**Dispute Resolution**" clause in our Terms of Use.

Nothing in these Referral Terms shall prevent either you or Curated from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction.

Should you have any questions, please contact us at hello@curated.io.