

## REFERRAL AGREEMENT

**Last Updated:** August 26, 2024

This Referral Agreement (the “Agreement”) is entered into by and between Guidon Studio, Inc., a Florida for-profit corporation having its principal place of business at 1330 West Avenue, Suite 502, Miami Beach, Florida 33139 (“Company”) and you as a referrer of potential client(s) to the Company (“Referrer”) (“Referrer”, and together with Company, the “Parties”, and each, a “Party”). This Agreement is effective from the date of your acceptance of this Agreement (“Effective Date”).

Referrer must read, agree with and accept all of the terms and conditions contained in this Agreement to participate in the Company’s referral program. BY CLICKING ON “I AGREE” BELOW, THE REFERRER AGREES (1) TO ABIDE BY THE TERMS AND CONDITIONS IN THIS AGREEMENT, (2) THAT THIS ELECTRONIC AGREEMENT WILL BE LEGALLY BINDING ON REFERRER IN THE SAME WAY AS A WRITTEN AGREEMENT, AND (3) THAT CLICKING ON THE “I AGREE” BUTTON CONSTITUTES REFERRER’S LEGALLY VALID AND BINDING SIGNATURE.

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

- 1 Company is a provider of interior design and related services (“Company Services”) and allows members of its referral program, which may mean either the Company’s standard referral program, its 5+1 referral program, or its industry partner program to refer prospective clients to Company in exchange for a fee associated with such program (“Referral Program”). Referrer desires to join the Company Referral Program and, in accordance with the terms of this Agreement and any and all other Company policies communicated to Referrer, introduce Company to persons, natural or otherwise, that are interested in purchasing Company Services. Accordingly, and for good and valuable consideration, and the mutual promises and covenants set forth below, which the parties acknowledge to be sufficient, the parties hereby agree as follows:
  - 1.1 This Agreement is binding on Company and Referrer only after the Referrer has indicated its acceptance of this Referral Agreement in the manner indicated above. Upon such acceptance, this Agreement will be legally binding on the parties as of the Effective Date.
  - 1.2 It is expressly understood that Company may reject any Referrer from participating in Company’s Referral Program at any time, for any or no reason, in its sole and absolute discretion. The designation of which referral program the Referrer will participate in will be subject to the Company’s approval and designation in its sole and absolute discretion.
  - 1.3 Payment of a Referral Fee, as specified in Section 2 below, is subject to both Company and its affiliate, Guidon Studio Procurement, LLC entering into written, fully executed agreements with the prospective client(s) referred by Referrer (“Guidon Agreements”).
  - 1.4 Company may, in its sole and absolute discretion, if deemed warranted by Company for any or no reason, elect to increase the amount of referral fee paid to Referrer for referral.
  - 1.5 Referrer hereby acknowledges, understands and agrees that Company will pay no Referral Fee for business or leads generated by Company, as determined by Company in its sole and absolute discretion, including, but not limited to, leads and business resulting from Company public relations, social media, advertising and/or marketing efforts.

- 1.6 Referrer hereby acknowledges, understands and agrees that Company may at any time after the initial payment of a Referral Fee to Referrer change any of the terms of this Referral Agreement, including, but not limited to, the amount of future referral fees to be paid, in Company’s sole and absolute discretion for any or no reason. In connection therewith, Referrer agrees to periodically, but no less than quarterly, review the terms of this Agreement at <https://guidonstudio.com/referral-agreement/> to determine whether the Referral Agreement has been revised.
- 1.7 The contact information of the Referrer and any lead provided by Referrer must be submitted solely via the form located on the Company website at <https://guidonstudio.com/referral/>
- 1.8 Should a lead provided by a Referrer be the same as a lead for a prospective client previously provided by another referrer, a Referral Fee will only be made to the provider of such lead whose lead is received by the Company first.
- 1.9 The Company shall have no obligation to pursue and/or consummate any lead provided under its Referral Program. However, in the event Company does enter into Executed Guidon Agreements with a lead provided by Referrer within six (6) months of the original submission of such lead by Referrer, and subject to and in accordance with all of the other terms of this Agreement, a Referral Fee will be paid by Company.
- 1.10 To the extent that any person, natural or otherwise, who enters into the Referral Program is prohibited by any other relationship, association, agreement, licensing requirement, law, regulation or otherwise, this Agreement shall be deemed void ab initio and neither the Referrer or Company shall have any obligation or liability to the other whatsoever.
- 2 Compensation. In consideration for the services rendered by Referrer hereunder, subject to the terms of this Agreement, the Company shall pay to Referrer the following compensation per Referral in accordance with the applicable Referral Program as determined by the Company in its sole and absolute discretion. The referral fees payable for the applicable Referral Program are as follows:

	<b>**Full Renovation Project or New Construction Home</b>	<b>**Partial Renovation Project (i.e. Kitchen, Bathroom)</b>
<b>Standard Referral Program</b>	\$5,000	\$1,000
<b>5+1 Referral Program</b>	5+1: \$5,000 for the individual realtor (Referrer) + \$1,000 (realty company)	1+1: \$1,000 for the individual realtor (Referrer) + \$1,000 (realty company)
<b>Industry Partner Referral Program</b>	10% of all Guidon Studio Inc. invoices to clients (GSP invoices are expressly excluded and you hereby acknowledge that no referral fees whatsoever will be paid with respect to Guidon Studio Procurement, LLC invoices)	\$2,000

(each a “Referral Fee”).

\*\* The determination of what constitutes a "Full Renovation", "New Construction" or "Partial Renovation" project shall be determined by Company in its sole and absolute discretion.

Notwithstanding the foregoing, and without limiting Company's rights as specified in Section 6 below, no Referral Fee will be paid on any projects terminated by the applicable client within thirty (30) days of Company and client entering into the Guidon Agreements.

Payment of a Referral Fee will only become payable, as specified hereinabove, upon the applicable prospective client signing the Guidon Agreements within six (6) months from the date of submission of such lead. Such Referral Fee shall be payable to Referrer within sixty (60) days of full execution of the Guidon Agreements, except for payments made in connection with the Industry Partner Referral Program, which shall be paid within thirty (30) days of the receipt of payment by Company per invoice issued by Company until completion of the referred project. Retainer deposits received by Company shall not be deemed payments until used for payment(s) in connection with an issued invoice. It is expressly understood that any payment of a Referral Fee by Company shall only be made to bank accounts located in the United States of America, its territories and possessions. Such payments shall only be made via check or wire transfer.

- 3 Independent Contractor. Referrer is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Referrer and Company for any purpose. Referrer has no authority (and shall not hold itself out as having authority) to bind Company and Referrer shall not make any agreements or representations on Company's behalf without Company's prior written consent. Without limiting the above, Referrer will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Referrer's behalf. Referrer shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Referrer shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement.
- 4 Confidentiality. All non-public, confidential, or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Company to Referrer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Referrer shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section 5. This section shall not apply to information that is: (a) in the public domain; (b) known to the Referrer at the time of disclosure; or (c) rightfully obtained by the Referrer on a non-confidential basis from a third party.
- 5 Publicity and Announcements. Referrer shall not (orally or in writing) publicly disclose or issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of Company, except to the extent that Referrer (based upon the reasonable advice of

counsel) is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law.

- 6 Term and Termination. The term of this Agreement commences on the date of this Agreement and continues until terminated by the Company for any or no reason (the "**Term**"). This Agreement only applies to referrals made by Referrer during the Term.
- 7 Taxes. Referral Fees do not include taxes, levies, or duties, except where Company is required to impose or withhold taxes under applicable law. Referrer is solely responsible for remitting all taxes associated with any Referral Fees paid to it under this Agreement. Payment of a Referral Fee to Referrer, without limiting any other requirements for the payment of any such Referral Fee under this Agreement, is subject to Referrer providing Company with W-8 or W-9, as applicable.
- 8 Referrer Representations and Warranties/Covenants. Referrer represents, warrants and covenants that:
  - a. Referrer entering into this Agreement and providing Company with referral(s) will not violate or conflict with any agreement or arrangement Referrer has in place with any third party.
  - b. Referrer, if a legal entity, is duly organized, validly existing, and in good standing under the laws of its jurisdiction or incorporation or formation and has the requisite corporate or other power and authority to accept this Agreement and perform its services and obligations under this Agreement.
  - c. Referrer, if a natural person, is not restricted or prevented in any way from entering into this Agreement, Referrer has the power and authority to accept this Agreement, and Referrer has engaged in meaningful due diligence and has determined that entering into this Agreement does not conflict with any other agreement or obligation with any other party.
  - d. Referrer's performance of this Agreement and submission of lead information shall not infringe any third-party rights, including any rights of confidentiality, privacy or intellectual property.
  - e. Referrer shall comply and shall take all steps necessary to ensure that its personnel comply with all applicable laws, rules, and regulations.
  - f. Referrer will not in any way represent itself to be Company, agent of Company, or otherwise permitted to bind Company to a sale or any other legal obligation.
  - g. Referrer will not incur any liabilities on behalf of the Company, or create or assume any obligation on behalf of Company.
  - h. Referrer will not quote, offer any discount to, or represent that the prices of Company Services are anything except as communicated by Company.
  - i. Referrer will not do or assist in anything which may prevent or adversely affect the sales of the Company Services or other Company products or services.

- j. Referrer will not perform any act purporting to have or do anything that would portray Referrer as having the authority (apparent or otherwise) to consummate the sale of the services.
  - k. Referrer will not make any criticism or negative comment that would portray Company in a negative light.
  - l. Referrer will not expressly or impliedly do anything which may suggest to any third party that Referrer is authorized to perform any activities or services beyond those permitted in this Agreement.
- 9 Indemnification. Referrer agrees to indemnify, defend, and hold Company, its affiliates, subcontractors, or end users, and each of their officers, employees, and subcontractors (singularly or collectively, “Company Parties”) harmless against any demand, claim, action, proceeding, or losses, liabilities, damages, and claims, and all related costs and expenses (including any and all legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest, and penalties) suffered or incurred by the Company Parties arising out of or in connection with any:
- a. loss, damage to, or loss of use of any real or personal property caused by any act or omission of Referrer;
  - b. negligence, fraud, dishonesty, or reckless or willful misconduct of Referrer and/or any of its affiliates or representatives;
  - c. failure or alleged failure by Referrer to comply with any obligation, warranty, or representation under this Agreement;
  - d. breach of applicable law by Referrer, its affiliates and/or their agents; or
  - e. demand, claim, action, or proceeding brought by a third party alleging that Referrer’s performance under this Agreement infringes or violates the rights of a third party, including any rights of privacy, confidentiality, or intellectual property of that third party.

10 Limitation of Liability.

10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SUBJECT TO SECTION 10.2 BELOW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE, ANTICIPATED SAVINGS, BUSINESS TRANSACTIONS, OR GOODWILL OR OTHER CONTRACTS WHETHER ARISING FROM NEGLIGENCE OR BREACH OF CONTRACT.

10.2 THE LIABILITY LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 WILL NOT APPLY, AND WILL HAVE NO LEGAL FORCE OR EFFECT, TO ANY LOSSES, DAMAGES OR CLAIMS RELATED TO REFERRER’S BREACH OF SECTION 8 ABOVE OR REFERRER’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR, WITH RESPECT TO EITHER REFERRER OR COMPANY, LOSSES CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF THE OTHER PARTY.

11. Miscellaneous.

11.1 All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing as follows:

If to the Company, all Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only upon receipt by the Company.

If to you, we may provide any notice to you under this Agreement by sending a message to the email address you provided with your Referral Program application. Notices sent by email will be effective when we send the email.

11.2 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed solely and exclusively in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

**YOU AND COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM UNDER THIS AGREEMENT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND COMPANY ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

**ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

**YOU MAY ELECT TO PURSUE YOUR CLAIM IN SMALL-CLAIMS COURT RATHER THAN ARBITRATION IF YOU PROVIDE US WITH WRITTEN NOTICE OF YOUR INTENTION TO DO SO WITHIN 60 DAYS OF YOUR ACCEPTANCE OF THIS AGREEMENT. THE ARBITRATION OR SMALL-CLAIMS COURT PROCEEDING WILL BE LIMITED SOLELY TO YOUR INDIVIDUAL DISPUTE OR CONTROVERSY.**

**YOU AGREE TO AN ARBITRATION ON AN INDIVIDUAL BASIS. IN ANY DISPUTE, NEITHER YOU NOR COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER REFERRERS IN COURT OR ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS**

**PROCEEDING. THE ARBITRATOR'S HAVE NO POWER TO CONSIDER THE ENFORCEABILITY OF THIS CLASS ARBITRATION WAIVER AND ANY CHALLENGE TO THE CLASS ARBITRATION WAIVER MAY ONLY BE RAISED IN A COURT OF COMPETENT JURISDICTION.**

11.3 Except as otherwise specified in Section 1.6 above, this Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

11.4 Referrer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Referrer's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

11.5 Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Agreement, or the transactions contemplated hereby.

11.6 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.7 This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Notwithstanding any termination or expiration of this Agreement, Sections 1.10 and 3 through 11 shall survive any such termination or expiration.

11.8 The Parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.