

RULES AND REGULATIONS

Bryan's Auction Services Ltd. Referral Program (The "Program")

TO PARTICIPATE IN THE PROGRAM, YOU MUST READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS. ENROLLMENT IN THIS PROGRAM IS VOLUNTARY AND CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THE PROGRAM TERMS AND CONDITIONS

1. **PROGRAM OVERVIEW** 1.1 The Referral Program (the "Program") is designed to reward existing clients and business partners ("Referrers") who refer new consignors to Bryan's Auction Services Ltd. ("Bryan's"). 1.2 By participating in the Program, Referrers agree to abide by these Rules and Regulations. 1.3 The Program is subject to modification and/or termination at Bryan's sole discretion at any time without prior notice to Referrers.
2. **ELEGIBILITY** 2.1 The Program is open to Referrers who have previously consigned items for auction with Bryan's and have completed at least one full auction cycle before submitting a referral to the Program. 2.2 Current employees of Bryan's, and their immediate family members, roommates, and other unrelated persons who reside at the same address, are not eligible to participate in the Program.
3. **PROGRAM RESTRICTIONS** 3.1 Referrals must be individuals or businesses who have never previously consigned with Bryan's. 3.2 Self-referrals, or referring a business entity owned by the Referrer will not be eligible for incentives under any circumstances. 3.3 Multiple Referrers are not eligible to receive an incentive for the same referral. 3.4 In cases of disputes regarding referral eligibility, **Bryan's** reserves the sole right to determine final referral eligibility decisions.
4. **REFERRAL PROCESS** 4.1 Referrals must be submitted through the designated online form, via email, or directly to an approved Bryan's representative. 4.2 A Referral will become eligible for an incentive only if the referred individual or business a) completes and signs an Agreement to Auction; b) lists their asset(s) for auction within three (3) months of the date the Referral was received by Bryan's; and c) successfully completes the auction cycle, including payment processing. 4.3 Referrals made prior to May 1, 2025 are not eligible for incentives.
5. **INCENTIVE STRUCTURE** 5.1 Referrers will receive a monetary incentive equal to 1.5% of the hammer price cumulatively achieved on the consigned item(s) for all eligible Referrals to a maximum of \$500 per auction cycle, per Referrer. 5.2 Incentives shall be paid to the Referrer as a one-time a) consignment commission credit applied to the Referrer's consignment account; OR a payment made to the Referrer via Electronic Funds Transfer (EFT). 5.3 The Referrer must indicate their method of receipt of Incentives by initialing the preferred method in section 5.6 of this document. Failure to make a selection will result in Incentives being credited to the Referrers consignment account. 5.4 Incentives will be issued within thirty (30) days of the eligible Referral's first completed auction cycle and cannot be deferred to subsequent months or years. 5.4 Incentives are

issued solely to the Referrer and non-transferable. 5.5 Incentives are issued only after the Referral's first completed auction cycle. No additional Incentives will be issued for consignment(s) listed by the same Referral in any future auctions. 5.6 The Referrer elects to receive Incentives for eligible Referrals by *(initial one)*:

Credit applied to the Referrer's consignment commissions account _____

OR

EFT payment _____ (complete EFT Form if not already included with Referrers Agreement to Auction).

6. **PROMOTION AND COMMUNICATION** 6.1 Bryan's will promote the Program through various digital and in-person channels, including, but not limited to: a) email campaigns; b) a dedicated landing page on Bryan's website including Program details and submission forms; c) social media posts on LinkedIn, Facebook, and/or Instagram; d) flyers and other informational materials made available at trade shows, client meetings, and/or networking events; and d) other advertising or promotional methods which Bryan's deems appropriate for the Program.
7. **REFERRAL TRACKING AND RECONCILIATION** 7.1 Bryan's will track all Referrals using its internal CRM system. 7.2 Participants will receive monthly statements regarding the status of their eligible Referrals and earnings. 7.3 In case of discrepancies, participants must contact Bryan's within thirty (30) calendar days of receiving their Referral Statement. After thirty (30) days, all Referral Statements will be considered final.
8. **GENERAL TERMS** 8.1 Bryan's reserves the right to disqualify participants who violate the Rules and Regulations or otherwise attempt to abuse the Program. 8.2 Bryan's is not responsible for technical failures, lost submissions, or incorrect contact information provided by Referrers. 8.3 These Rules and Regulations are governed by the laws of the Province of Ontario. 8.4 Any disagreements and/or disputes arising from the Program shall be resolved at Bryan's sole discretion.

By participating in the Referral Program, Referrers acknowledge that they have read, understood, and agree to abide by these Rules and Regulations.

Dated at _____ this _____ day of _____ 20____.

Referrer Name (Print)

Referrer Signature