



REFERRAL AGREEMENT

This Referral Agreement (this "Agreement") is entered into as of Jul 7, 2021 (the "Effective Date" between SOLD.com, Inc., SOLD.com, LLC, a Georgia licensed real estate broker (License #: 400025) and SDC Realty Services, Inc., a California licensed real estate broker (License #: 02077184) (collectively, "SOLD.com") and Compass (Brokerage Name), hereby referred to as "Recipient Broker".

1. **REFERRED CLIENT:** From time to time, SOLD.com will refer potential clients to the real estate agents affiliated with the Recipient Broker identified above. ("Recipient Agent") Each potential client that is presented with the Recipient Broker/Recipient Agent's contact information by SOLD.com shall be deemed a "Referred Client" as of the date SOLD.com identifies such client to Recipient Broker and/or Recipient Agent. SOLD.com will identify a Referred Client to Recipient Broker—and/or Recipient Agent by either (i) sending an email and/or text message to Recipient Broker and/or Recipient Agent that includes the Referred Client's contact information (ii) sending Recipient Broker and/or Recipient Agent a monthly report and agent portal that includes all Referred Clients who received Recipient Broker/Agent's contact information through the SOLD.com platform. Each monthly report will detail the Client Name, Address, and Date and Time the Recipient Broker/Agent's information was provided to the Referred Client.

2. **REFERRAL REJECTION:** In the event the Recipient Broker/Agent does not want to work with the Referred Client and doesn't want to agree to pay the referral fee outlined in this agreement, the Recipient Broker/Agent may notify SOLD.com within 48 business hours of receiving the referral to reject the referral. Failure to formally notify SOLD.com of this referral rejection and/or provide proof of previous contact within 48 hours, will result in a referral fee being due should the Referred Client transact with the Recipient Broker/Agent.

3. **PAYMENT OF REFERRAL FEE:** For each Referred Client, Recipient Broker/Agent shall pay Sold.com 30% of the gross compensation earned on the referred side in connection with the sale and purchase of real property by such Referred Client if closing occurs within 18 months after the date Sold.com identified via the monthly report, agent portal and/or placed such Referred Client to Recipient Agent, and the property closed with Recipient Agent (a "Referral Fee"). In the event Recipient Broker/Agent provides the Referred Clients information to another Agent in the brokerage and the Referred Client closes with that Agent, a Referral Fee will be due and that agent shall also be considered a Recipient Agent for the purposes of this Agreement.

Recipient Broker/Agent shall either (i) direct the escrow/closing agent to pay the Referral Fee to Sold.com at closing or (ii) pay the Referral Fee directly to Sold.com within 15 calendar days of closing.

4. **ASSIGNMENTS:** If requested by Referred Client or Recipient Broker/Agent to cancel Referral Assignment, SOLD.com shall facilitate Assignment of Referred Client to a new Agent.

The Recipient Broker shall be responsible for the Referral Fee due SOLD.com if the Referred Client closes with the Recipient Agent or a member of their team.

5. **SERVICE LEVELS:** All service level requirements will be set forth in Exhibit A ("SOLD.com Referral Service Level Requirements"). Recipient Broker agrees to adhere, and encourage Recipient Agent's adherence, with the version of the SOLD.com Referral Service Level Requirements in effect at the time SOLD.com identifies the Referral to Recipient Broker/Agent.

6. **USE OF REFERRAL INFORMATION.** Recipient Broker/Agent shall use Referral information provided by SOLD.com for the sole purpose of providing real estate services. Recipient Broker/Agent agrees that any Referral e-mail and/or other contact information will not be added to any telemarketing or email distribution lists or provided to a third party without the written consent of the Referred Client.

7. **COMPLIANCE WITH LAWS AND AUTHORITY:** Each party shall comply with all applicable laws, rules and regulations in connection with the representation of a Referral including federal and state licensing laws. Each party represents and warrants that it is duly authorized to enter into this Agreement and perform its obligations thereunder. Each natural person signing this Agreement on behalf of an entity represents and warrants that he/she has the requisite authority to so bind the entity.

8. **COMPLETE AGREEMENT; AMENDMENTS:** This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter contemplated thereby. No modifications to this Agreement shall be made or binding unless made in writing and signed by all parties to this Agreement.

9. **COUNTERPARTS; ELECTRONIC SIGNATURES:** Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, and shall have the same legal effect as original signatures.

10. **ATTORNEYS' FEES:** In the event it shall be necessary for any party to institute legal action to enforce any of the terms, conditions or provisions contained in this Agreement, or for the breach thereof, the prevailing party as determined by the court in such action shall be entitled to receive actual reasonable

attorneys' fees and costs. The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

<p>RECIPIENT AGENT: BY: <u><i>Susan Chase</i></u> AGENT NAME: <u>Susan Chase</u> LICENSE #: <u>01955051</u> ADDRESS: <u>33522 Niguel Rd Suite 200</u> MOBILE PHONE: <u>9493706950</u> EMAIL: <u>susan.chase@compass.com</u></p> <p>RECIPIENT BROKER: BY: <u><i>Lisa Mackey</i></u> BROKER NAME: <u>Lisa Mackey</u> BROKERAGE NAME: <u>Compass</u> BROKERAGE LICENSE # <u>0196628</u> ADDRESS: <u>3522 Niguel Rd #200 Dana Point, CA</u> PHONE: <u>9493393659</u> EMAIL: <u>lisa.mackey@compass.com</u></p>	<p>SOLD.COM: BY: <u><i>PJ Mitchell</i></u> NAME: <u>PJ Mitchell</u> TITLE: <u>Chief Operating Officer</u> ADDRESS: <u>999 Corporate Drive, #215</u> <u>Ladera Ranch, CA 92694</u> <u>Attention: Referral Department</u> <u>referrals@SOLD.com</u></p>
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TITLE	Your Signature is Requested - SOLD.com Referral Agreement...
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18:51:57 UTC

Sent for signature to Susan Chase (susan.chase@compass.com) and Lisa Mackey (lisa.mackey@compass.com) from webmaster@tomferry.com
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VIEWED

07 / 07 / 2021

18:55:54 UTC

Viewed by Lisa Mackey (lisa.mackey@compass.com)
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SIGNED

07 / 07 / 2021

18:56:22 UTC

Signed by Lisa Mackey (lisa.mackey@compass.com)
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VIEWED

07 / 07 / 2021

19:41:19 UTC

Viewed by Susan Chase (susan.chase@compass.com)
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SIGNED

07 / 07 / 2021

19:42:18 UTC

Signed by Susan Chase (susan.chase@compass.com)
IP: 68.109.74.19



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The document has been completed.