

VEDEXREALTY REFERRAL AGREEMENT

This Referral Agreement ('Agreement') is made, entered into and effective as of _____ (the "Effective Date") by and between _____ ("Agent/Broker") licensed in the state of _____ ("Agent/Broker's State(s)/Province(s)"), and Vedexrealty (referred to herein as "Vedexrealty"), a Wyoming Corporation with its principal office located at 30 N Gould St, STE 4000 Sheridan, WY 82801. Broker and Vedexrealty are each a "Party" and are collectively referred to as the "Parties" to this Agreement.

RECITALS

Vedexrealty is a referral network that provides referrals to realtors across US but does not engage in representing consumers in real estate transactions. Our platform is used by brokers, agents, homebuyers and home sellers to facilitate real estate transactions in a collaborative and transparent manner. Homebuyers and home sellers who want to use our platform are paired with brokers and agents whom we have a Referral Agreement with as part of our Professional Match Program (the "Program"). Subject to the terms and conditions of this Agreement, Vedexrealty agrees to make the Program available, and Broker agrees to participate in it. In addition to its Program's participation, Vedexrealty shall grant the Broker and its affiliated Agents a license to use the Vedexrealty referral network under the Terms of use which can be found at <https://vedexrealty.com>. Broker enters into this Agreement on behalf of itself and the Agents that Vedexrealty invites to participate in the Program and understands and accepts that it is jointly and severally responsible with the Agents for any fees. This Agreement is a cooperative brokerage referral agreement between Broker and Vedexrealty, and the names and any contact information of a potential customer delivered to a Broker and/or its Agents by email or text from any representative of Vedexrealty shall be considered a Referral ("Referral").

TERMS AND CONDITIONS

1. **Broker's Responsibilities.** By participating in the Program Broker agrees to:
 - a) Participation. Vedexrealty and Broker will decide which of Broker's agents will be eligible to receive Referrals under this Agreement by completing the attached EXHIBIT A-Agent Acknowledgement ("Acknowledgement") – for each agent participating in this Program ("Agent"). However, at no point shall Vedexrealty be required to send Referrals to any Agent. Brokers and Vedexrealty may agree, at any point during the term of this Agreement, to add or remove Agents from those eligible to receive Referrals under this Agreement using the Acknowledgment. Upon execution, each signed Acknowledgement shall be deemed incorporated into this Agreement and will serve as a record of those individuals who are deemed Agents pursuant to this Agreement. Broker agrees to notify Vedexrealty within three (3) days if any Agents remove their license affiliation from Broker. Broker agrees that the actions of Broker's Agents with respect to this Agreement and the Acknowledgement are attributable to Broker.
 - b) Services. Broker and its Agents will assist all Referrals with purchasing, selling and/or leasing property consistent with the Acknowledgement, and consistent

with all applicable federal, state, and local laws; all standards of practice, and code of ethics, for any association to which Broker belongs; and

all bylaws, rules and regulations for any multiple listing service to which the Broker belongs.

- c) Referral Status. Broker and its Agents shall report an accurate status of all accepted Referrals in a manner consistent with the requirements in the Acknowledgement, and upon request by Vedexrealty.
- d) Licensing. Brokers and Agents agree to communicate any change in Agents' license status within ten (10) days.

2. Referral Management. As a Program participant, Broker and its Agents may receive access to certain Referrals with the following understandings and agreements:

- a) No obligations or guarantees. Vedexrealty is not obligated to provide Referrals and cannot make any guarantees regarding the number of Referrals, the quality of Referrals, or the frequency of Referrals that the Broker and its Agents may receive.
- b) Satisfaction. Brokers and Agents acknowledge and agree that the satisfaction of Referrals and their use of the Platform is an integral part of the success of the Program. As such, it is important that the Broker and its Agents utilize the Platform and keep Vedexrealty informed about the current status of all Referrals, and quickly investigate any cause of Referral dissatisfaction. If a Referral determines that Broker and/or the Agent is unable to provide satisfactory service, then Broker and/or Agent shall notify Vedexrealty immediately. Vedexrealty may ask Broker and/or Agent to stop working with the Referral or request other reasonable actions on the part of the Broker and/or Agent to ensure Referral satisfaction, to which Broker and Agent hereby agree to comply with such requests.
- c) Exclusivity: Broker and Agent understand that the leads will be exclusive only from Vedexrealty.

3. Referral Acceptance. When Vedexrealty informs a Broker and/or Agent that a Referral is available, the Broker and/or Agent will be given the opportunity to accept or deny the Referral according to the following understandings and agreements:

- a) Agent Authority. Broker acknowledges that Agents have authority to accept or deny a Referral on Broker's behalf.
- b) Acceptance. All Referrals delivered to Broker and Agents shall be considered accepted Referrals upon delivery ("Referral Acceptance"), unless one of the following apply:
 - I. Denial. Broker and/or Agent has the right to deny a Referral by providing written notice to Vedexrealty within twenty-four (24) hours of Referral Acceptance. Denying a Referral does not relieve Broker's obligations in the Compensation section of this Agreement should Broker and/or Agent end up representing the

Referral in the following twenty-four (24) months (the "Referral Coverage Period").

- II. Existing Customer or Client. If Broker or Agent delivers documented proof within twenty-four (24) hours of Referral Acceptance that Referral was currently under an agency contract with Broker at the time of Referral Acceptance, or has been in communication with Broker and Agent on their own effort within fifteen (15) days prior to Referral Acceptance, then Broker shall be relieved of its obligations in the Compensation section of this Agreement.

4. Compensation.

- a) Referral Fees. Agent/Broker agrees to pay Vedexrealty the greater of 25% of the Gross Commission or the Minimum Referral fee (the "Referral Fees") for any real estate brokerage services of any and all real estate transactions (including subsequent purchase, sale commissions on any property) involving the Referral during the Referral Coverage Period.
 - I. Gross Commission. It is the amount Broker is eligible to receive as stated in agency agreements and closing document(s), including any bonuses paid. Gross Commission does not take into account any discounts or commission reduction a Broker or Agent may extend to a Referral; it is not necessarily the commission that the Broker actually receives.
 - II. Setup Fee. Agent/Broker agrees to a one-time, non-refundable setup fee of \$399 to join the Vedexrealty network. This fee can only be deducted from the Vedexrealty referral fee portion by the Agent/Broker who closes on Vedexrealty lead(s).
- b) Fee Deduction/Credit back. Agent/Broker may deduct the one-time setup fee from closing of Vedexrealty provided lead(s) as follows: A) Individual agents may deduct the entire one-time setup fee on 1st closed lead. B) Team may deduct the one-time setup fee evenly over the first 10 closed deals
- c) No Impact by Third Parties. The Referral Fees owed to Vedexrealty are not impacted, reduced, or waived due to any other referral, fee, commission, or other payment that the Broker or Agent may owe to any other third party based on a Referral's real estate transaction.
- d) Payment. Broker agrees to pay all Referral Fees within fourteen (14) days of transaction closing and funding by ACH, wire transfer, mail, or courier; and when possible, Broker will utilize EXHIBIT B - Commission Disbursement Authorization -to facilitate payments being made to Vedexrealty.
- e) Compensation still due if there is a transfer. Should Broker or Agent transfer the referral to another Broker or Agent, and should that other Broker or Agent enter into any real estate transaction with the Referral during the Referral Coverage Period, the Broker shall pay Vedexrealty the respective Referral Fee as if the Broker and/or its Agent had directly participated in the real estate transaction.
- f) Referral Fees are tied to the Referral. The obligation for Broker to pay Referral Fees under this Agreement is not subject to an Agent's continued employment or contractor

relationship with Broker and is not waived, forgiven, or nullified upon the termination of such relationship. Should an Agent enter into a real estate transaction with a Referral during the Referral Coverage Period, Broker and Agent will be jointly and severally responsible for the respective Referral Fees attached to that Referral.

- g) Upfront Fees. Vedexrealty does charge an upfront one-time, non-refundable setup fee to join its referral network. Broker acknowledges that any other fees paid by Broker or its Agent to Vedexrealty would be for services outside the scope of this Agreement.
- h) Refund and Disputes: All charges, commission checks, or billing disputes must be reported within 7 days of the time the dispute occurred. If Agent/Broker disputes a charge to his/her credit card issuer that, in Vedexrealty's sole discretion, is a valid charge under the provisions of this agreement, Agent/Broker agrees to pay Vedexrealty an "Administrative Fee" in the amount of \$150 along with attorney cost and any additional collection cost/charges.

5. Term and Termination.

- a) Term and Termination. This Agreement shall become effective on the Effective date and will remain in effect for one (1) year following the Effective date and will automatically renew for successive one-year periods until terminated by either Party pursuant to this section. Vedexrealty or Agent/Broker may terminate this Agreement, with or without cause, at any time upon Ninety (90) days prior written or emailed notice of termination to the other party. Agent/Broker must fill out the cancellation form in its entirety and submit it to Vedexrealty in order to process the cancellation and reconfirm it with a cancellation confirmation number.
- b) Effect of Termination. Termination of this Agreement by either party shall have no impact on any compensation, credits or discounts, or other amounts owing or payable, or that are later earned as a result of a Referral Acceptance by Broker which occurred prior to the termination of this Agreement.
- c) Setup Fee. Agent/Broker understands and agrees to a one-time setup fee of \$399 which is charged at the time of signup and it is a non-refundable fee.

6. Confidentially.

- a) Confidentiality. Agent/Broker agrees it will not use for its own purposes, will retain in the strictest confidence, and will not disclose to any third party, unless by a subpoena or court order, all information and data (i) belonging to or relating to the business of Vedexrealty (including, without limitation, the terms of this Agreement), or (ii) disclosed or communicated to it by Vedexrealty in connection with the terms and provisions of this Agreement (including, without limitation, all referral information). In the event Agent/Broker breach any parts of this Agreement they shall not disparage, discredit, disgrace Vedexrealty, its directors, officers, employees, and affiliated corporations of Vedexrealty in front of or to any person, company or form whether in-person or elsewhere virtual/online. All parties agree that Vedexrealty could suffer irreparable harm and that the number of monetary damages may be impossible to calculate. Thus, Vedexrealty will be entitled to injunctive relief in addition to any other rights to which Vedexrealty may be entitled, without the necessity of proof of actual damages.

7. No Warranties. Indemnification. Limitation Of Liability. Insurance.

- a) No warranties. All Referrals are made and Referrals are accepted by Broker or Broker's Agents on an "AS IS" basis without warranty of any kind.
- b) Indemnification. Broker and Vedexrealty agree to indemnify and hold the other Party harmless from and against any all claims, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes, or expenses (including, without limitation, court costs and reasonable attorneys' fees) which may be incurred or which may be claimed by any person as a result of acts or omissions of the indemnifying Party, its directors, officers, employees, or agents relating to the exercise of, or the failure to exercise, the indemnifying Party's obligations under this Agreement.
- c) Limitation of Liability. The liability, if any, of Vedexrealty under this Agreement for any claims, costs, damage, losses, and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract or otherwise, will not exceed in the aggregate the greater of (i) the amount of the referral fees paid to Vedexrealty by Broker during the preceding twelve (12) month period, measured from the date the liability accrues, or (b) \$1,000. In no event will Broker or Vedexrealty or its respective Agents, servants, representatives, or employees be liable for indirect, special, consequential, punitive, or exemplary damages.
- d) Insurance. Broker agrees to carry, at its own expense, at all times during the term of this Agreement, commercially general liability, and errors and omissions insurance, with per incident and aggregate limits that are consistent with common practice in the jurisdiction in which Broker operates, provided, however, that under no circumstances shall such limits be less than applicable legal or regulatory minimum requirements. Such insurance policies shall cover all activities by Broker and its Agents contemplated under this Agreement.

8. Miscellaneous.

- a) No Assignment. This Agreement is personal to Broker and may not be transferred, assigned, or delegated without the prior written consent of Vedexrealty.
- b) Notices. All communications under this Agreement will be in writing and will be delivered via email, in person or by mail courier, return receipt requested to the addresses associated with each party's designee identified in the signature block at the end of this Agreement. The Parties may designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this section.
- c) Entire Agreement; Severability; Construction. This Agreement and any exhibits or addenda hereto, including, without limitation, the Referral Acceptance and all Acknowledgements signed by Broker's Agents, set forth the entire agreement and understandings of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by all parties. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the invalidity of the provision will not affect any of the remaining provisions, and this Agreement will be construed as if the invalid, illegal, or

unenforceable provision is not contained in the Agreement. No rule of strict construction shall be applied against either Party by virtue of that Party's having drafted or recommended language.

- d) No partnership or agency. Parties acknowledge the terms "partner", "partners", "partner Agent" or "partner Agents" may be used by Broker and Vedexrealty in marketing material and elsewhere online, but it shall not be constructed as creating or constituting a true and actual partnership. Parties agreed that nothing contained in this Agreement or elsewhere shall be construed as creating or constituting a partnership, joint venture, or agency between the parties to this Agreement. Rather, the parties shall be deemed independent contractors with respect to each other for all purposes.
- e) Force Majeure. Neither Party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party. The foregoing shall not excuse any failure or delay in marketing any payment required by this Agreement.
- f) Waiver of rights. No failure or delay to the part of either party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right precede any further exercise of that right. All rights and remedies provided or afforded by the applicable local, state, and federal laws and regulations shall be cumulative and not be exclusive of any other state or remedies.
- g) Governing Law. This Agreement will be deemed to be a contract made under the laws of Wyoming and will be constructed in accordance with Wyoming law.
- h) Survival. All agreements that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement. The Parties agree that all provisions of section 5 will survive termination of this Agreement.
- i) Dispute Resolution. Any dispute or claim between the Parties arising out of, or in connection with, this Agreement will be subject to final, mandatory, and binding arbitration to be held in accordance with the relevant rules of the American Arbitration Association ("AAA"). Judgement upon an award rendered by the arbitrator may be entered in any court having jurisdiction over the award and against the Party against whom enforcement is sought or that Party's assets. The procedures and law applicable during the arbitration will be both the AAA rules and the internal substantive laws of Wyoming . In such arbitration, the award or decision will be rendered by an arbitrator appointed by the mutual consent of the Parties. The arbitrators will be persons who are not employees, agents, or former employees or agents of either party.
- j) Attorney's Fees. In any action to interpret or enforce this agreement shall entitle Vedexrealty to recover any costs and expenses, including reasonable attorney's fees it may have incurred from the Agent/Broker.
- k) Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which together shall constitute one single instrument. The Parties acknowledge that the delivery of executed counterparts of this Agreement may be affected by a facsimile transmission or other comparable means with an original document delivered promptly thereafter.

IN WITNESS WHEREOF, THE Parties hereto have executed this Agreement effective as of the date first above written.

Agent/Broker

Vedexrealty

30 N Gould St, STE 4000
Sheridan , Wyoming
82801

By:
Name: _____

Title: _____

Address: _____

License #: _____

Email: info@vedexrealty.com

Email: _____

Phone: +1 307 877 7397

Phone: _____

Date: _____

Date: _____

Complete this section if Agent is authorized to sign on behalf of Broker

I, _____, Agent affiliated with Broker, certify I have received full authorization from an officer or managing, designated, or principal Broker to sign this and other referral agreements on behalf of the above-named Broker.

Agent's/Broker's Initials:

I, _____, as an Agent affiliated with Broker, acknowledge receipt of the Vedexrealty Referral Agreement signed by Vedexrealty and Broker, and further acknowledge that I have read and understand the Agreement and agree to be bound by the terms thereof. I agree to maintain the following service level standards while working with Vedexrealty and Referrals:

1. While Working with Referrals I Will:

- a) Honor the commission rates and services identified in the leads I have claimed on Vedexrealty referral network.

- b) Respond as quickly as possible to Referrals via email, phone, or text, and within Vedexrealty network.
- c) Set clear expectations of my availability; and if I'm unavailable for any period lasting longer than one business day, I will notify Referrals and Vedexrealty.
- d) Notify Vedexrealty immediately if the Referral would like to work with a different agent.
- e) Attempt to sign an agency agreement with Referral as soon as possible.
- f) Use and embrace the Vedexrealty referral network.

2. While Communicating and Collaborating with Vedexrealty I Will:

- a) Respond as quickly as possible to representatives via email, phone, or text, and from within Vedexrealty referral network.
- b) Provide Vedexrealty with updates until I've secured Referral as a client.
- c) Notify Vedexrealty if I have determined that a Referral has decided not to use my Services, or have reason to believe Referral may use another agent's services.
- d) Assist Vedexrealty with executing EXHIBIT B– Commission Disbursement Agreement– with my Broker, upon Referrals entering a mutually accepted contract; and delivering it to the title/escrow company.
- e) Be honest and transparent about my interactions with Referrals.

3. While Using the Vedexrealty referral network I Will:

- a) Provide feedback and suggestions to Vedexrealty representatives about the referrals.
- b) Honestly and candidly complete surveys about my, and Referrals', experiences and opinions about the Platform.
- c) Encourage other cooperating agents to use Vedexrealty when submitting, countering, accepting, or declining offers and counteroffers.
- d) Enter all transactions, Referrals, and the designated Vedexrealty Concierge representative in the Platform prior to, or upon entering into, an agency agreement.
- e) For listings, instruct all cooperating buyer agents to schedule showings (when available) and submit offers via the Platform.
- f) Update the Platform with any mutually accepted contracts and/or other executed agreements relating to the Referral's transaction within twenty-four (24) hours.
- g) Cooperate with my assigned Vedexrealty Concierge to ensure the Platform is always-up-to-date.

4. I Understand I Will Stop Receiving Referrals if I

- a) Charge Referrals additional or administrative fees at closing that are not disclosed to Vedexrealty, prior to receiving Referrals.
- b) Do not notify Vedexrealty of any change to my real estate license or affiliation with Broker.
- c) Violate or fail to fulfill the requirements of this Acknowledgement, or the Agreement of which it is a part.

AGENT/BROKER

By: _____

Name: _____

License #: _____

Phone: _____

Date: _____

Account details:

Account Title _____

ACH Routing Number _____

Account Number _____

Account Type _____

Address _____

Email _____

AMOUNT DUE: \$ _____ **Date:** _____

Title Company: _____

Title Company Address: _____

Title Agent Name: _____

Title Agent Email: _____ **Title Agent Phone:** _____

Property Address: _____

("Property") Buyer(s)' Name: _____

("Buyer") _____

Seller(s)' Name: _____ ("Seller")

Closing Date: _____ Sale Price: \$ _____

Agent: _____ Broker Represents: Buyer Seller Both

Broker: _____

DISBURSEMENT INSTRUCTIONS

Vedexrealty is a referral network owed the AMOUNT DUE as a referral fee. Title Company is hereby irrevocably instructed to deduct the AMOUNT DUE from the commission proceeds that would otherwise be payable to Broker and remit the AMOUNT DUE to Vedexrealty upon closing. These instructions cannot and will not be changed. This shall be Title Company's sufficient authority to make this disbursement to Vedexrealty.

Please make disbursement by wire transfer or overnight mail/courier delivery.

<p>Wire Transfer Instructions:</p> <p>Gohar Nayab Akhtar Sheikh</p> <p>ACH Routing Number: 026073150 Wire Routing Number: 026073008 Account Number:8312245851 Account Type: Checking</p>	<p>Overnight Delivery Instructions:</p> <p>30 W.26th Street,Sixth Floor New York NY 10010 United States</p>
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AGENT/BROKER'S AUTHORIZATION DIRECTING PAYMENT TO Vedexrealty:

By: _____

Name: _____

Title: _____

Date: _____