

MASTER BROKER-TO-BROKER REFERRAL AGREEMENT

THIS MASTER REFERRAL AGREEMENT (the "Agreement") is entered into as of the date of the last signature below, by and between Agent Match Lab ("Referring Broker"), and the receiving brokerage identified below ("Receiving Broker").

1. PARTIES TO THE AGREEMENT

Referring Brokerage:	Agent Match Lab
Referring Broker of Record:	Grace A. Johnson (License #: RB-0031487 Permit #: RM-0010801)
Receiving Brokerage:	
Receiving Broker of Record:	
Assigned Agent:	

2. PURPOSE & PLATFORM ACCEPTANCE

Agent Match Lab operates a proprietary real estate referral network matching vetted clients with local experts. This Master Agreement governs all prospective buyer, seller, and investor client referrals (the "Leads") provided to the Receiving Broker and its Assigned Agent.

By utilizing the Agent Match Lab platform and clicking "Accept" on any blind dispatch lead, or by receiving a lead via direct communication, the Assigned Agent and Receiving Broker agree that the specific Lead is bound by the terms of this Master Agreement.

3. REFERRAL FEE & PAYMENT TERMS

In consideration of the referrals provided by Agent Match Lab, the Receiving Broker agrees to pay Agent Match Lab a referral fee based on the Gross Commission Income (GCI) earned by the Receiving Broker side of the transaction for any matched Lead, according to the following schedule:

- **Buyer Referrals:** Twenty-Five Percent (25%) of the GCI.
- **Seller (Listing) Referrals:** Thirty Percent (30%) of the GCI.
- **Dual Representation/Transaction Brokerage:** Should the Receiving Broker represent *both* the buyer and the seller in a dual agency or transaction brokerage scenario involving an Agent Match Lab Lead, the

applicable referral fee percentage (25% or 30%) shall be calculated and due on the **total combined GCI** of both sides of the transaction.

- **Definition of GCI:** Gross Commission Income includes all commissions, bonuses, transaction fees, and any other compensation collected by the Receiving Brokerage prior to any agent splits, franchise fees, or broker deductions.
- **Payment Timeline & Method:** The referral fee shall be paid to Agent Match Lab electronically by the closing attorney, escrow agent, or title company immediately upon successful funding, or by the Receiving Broker within ten (10) days of closing.
- **Closing Documentation:** Receiving Broker agrees to provide Agent Match Lab with a copy of the final Closing Disclosure (CD) or ALTA settlement statement within 48 hours of closing to verify the transaction amount.

4. SCOPE, DURATION, & PROTECTIONS (THE "ULTIMATE PROTECTION CLAUSE")

This Agreement provides the following rights and protections to Agent Match Lab:

- **Subsequent Transactions (24-Month Protection):** This Agreement applies to *any and all* real estate transactions closed by the matched Lead, their spouse, or an affiliated entity, within **twenty-four (24) months** of the initial referral date. If the Lead executes multiple transactions within this period, the respective referral fee applies to all subsequent transactions.
- **Non-Circumvention & Non-Redirection:** The Assigned Agent and Receiving Broker agree they will not bypass, circumvent, or attempt to avoid paying the referral fee through side agreements, or advise the Lead to wait for the expiration of this agreement. Receiving Broker shall not refer the Lead to another brokerage company without prior written approval from Agent Match Lab.
- **Agent Transfer:** If the Assigned Agent transfers their license to a new brokerage while actively representing a Lead, the Receiving Broker agrees to either (A) retain the Lead and reassign it to a similarly qualified agent within the brokerage with Agent Match Lab's written approval, or (B) release the Lead to the Assigned Agent's new brokerage, provided the new Broker of Record executes an identical Master Agreement.

5. COMPLIANCE, INDEMNIFICATION & LEGAL DUTIES

To maintain active status and protect all parties, the Receiving Broker and Assigned Agent agree to the following legal standards:

- **Licensing & RESPA Compliance:** Receiving Broker warrants that they and the Assigned Agent hold active, valid real estate licenses in their respective state(s). Both parties agree to comply with the Real Estate Settlement Procedures Act (RESPA), Fair Housing laws, and all applicable state and federal regulations.

- **Indemnification & Liability:** Agent Match Lab's sole role is the introduction of the Lead. Agent Match Lab is not a party to the underlying real estate transaction. Receiving Broker and Assigned Agent agree to indemnify, defend, and hold harmless Agent Match Lab and its officers from any claims, damages, lawsuits, or liabilities arising from the Receiving Broker's handling of the transaction, errors, omissions, or breach of fiduciary duty.
- **Confidentiality & Data Privacy:** The Assigned Agent agrees to hold all Personally Identifiable Information (PII) of the Lead in strict confidence, utilizing secure systems to protect the consumer's data in accordance with state and federal privacy laws.
- **Wire Fraud Warning:** Agent Match Lab will never email unencrypted wire instructions or suddenly change payment terms. Receiving Broker agrees to verbally verify all wire and payment instructions by calling Agent Match Lab directly at 302-757-2800 prior to transferring any funds.

6. INDEPENDENT CONTRACTOR STATUS

The parties agree that they are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between Agent Match Lab, the Receiving Broker, or the Assigned Agent.

7. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute, claim, or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation, or validity thereof, shall be determined by binding arbitration in New Castle County, Delaware, before one arbitrator. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

SIGNATURES

REFERRING BROKER:

Brokerage: **Agent Match Lab**

Broker of Record: **Grace A. Johnson**

Signature: _____

RECEIVING BROKER OF RECORD (MANAGING BROKER):

Brokerage Name: _____

Managing Broker Name: _____

Signature: _____ Date: _____

Email: _____

RECEIVING AGENT (ACKNOWLEDGEMENT OF DUTIES):

Agent Name: _____

Signature: _____ Date: _____

Email: _____

License Number: _____