

GiveReferrals, Inc. Recipient Real Estate Agent User Agreement

This Agreement is entered into by GiveReferrals, Inc., an Arizona corporation, and the individual registering as the recipient salesperson. This Recipient Real Estate Agent User Agreement (“Agreement”) governs access to and use of GiveReferrals, Inc. (the “Platform”) by individuals who register as recipient salespersons (“Recipient Salespersons”). By selecting “I Agree” during registration or by using the Platform, the Recipient Salesperson acknowledges that they have read, understood, and agreed to be bound by this Agreement.

1. PURPOSE AND RELATIONSHIP

The Recipient Salesperson acknowledges, agrees, and accepts that they are an independent contractor and not an employee, agent, partner, or joint venturer of GiveReferrals, Inc.. The Platform does not control the manner, means, or methods by which the recipient salesperson conducts their real estate business or receives referrals. The recipient salesperson is solely responsible for all taxes, insurance, licensing fees, and other obligations associated with their independent contractor status. This relationship is non exclusive, and the Recipient Salesperson may engage with other referral platforms or services. The Recipient Salesperson is not entitled to any employee benefits, including but not limited to health insurance, retirement benefits, paid time off, or workers’ compensation coverage.

The Platform facilitates the exchange of leads between referring and Recipient Salespersons. The Platform is not a brokerage and does not participate in, process, or distribute referral fees. All such fees are handled externally in compliance with applicable state statutes and regulations, including but not limited to Arizona Revised Statutes § 32-2155 (restrictions on employment and compensation of brokers and salespersons), § 32-2163 (compensation between in-state and out-of-state brokers), § 32-2153 (disciplinary grounds for improper compensation arrangements), and Arizona Administrative Code R4-28-701 (compensation sharing disclosure requirements), and all other applicable brokerage requirements. Recipient Salespersons acknowledge that referral fees may only be paid between licensed real estate brokers or to salespersons through their employing broker, and that accepting compensation from unauthorized sources may result in license suspension or revocation. Nothing in this Agreement creates an employment, agency, joint venture, or partnership relationship between the Platform and the Recipient Salesperson.

2. DEFINITIONS

2.1 Lead. A “Lead” means a prospective client’s contact information and related details submitted through the Platform’s “Refer My Client” feature, including name, contact data, and contextual information sufficient to qualify the referral.

2.2 Handoff Completion. A referral is deemed complete when the Recipient Salesperson

acknowledges receipt of the Lead through the Platform.

2.3 Lead Acceptance Period. Recipient Salesperson has forty-eight (48) hours from Lead receipt to accept or decline the Lead through the Platform. Failure to respond within this timeframe shall result in automatic declination, and the Referring Salesperson may reassign the Lead thereafter.

2.4 Initial Contact Requirement. Upon accepting a Lead, Recipient Salesperson must attempt initial contact with the Lead within twenty-four (24) hours and document such attempt in the Platform.

2.5 Confidential Information. Any nonpublic information disclosed through the Platform, including Lead data, user lists, technical specifications, business methods, financial information, and proprietary algorithms.

2.6 Platform Data. All data, analytics, reports, and insights generated by or through the Platform, excluding user-submitted Lead information.

2.7 Unauthorized Access. Any access to or use of the Platform without proper authorization, including credential sharing, system circumvention, or access after account termination.

2.8 Material Violation. Any breach of this Agreement that results in actual or potential harm to the Platform, its users, or third parties, or that undermines the Platform's security or business model.

2.9 Business Hours. Monday through Friday, 9:00 AM to 5:00 PM Mountain Time, excluding federal holidays.

2.10 Personal Data. Any information relating to an identified or identifiable individual, as defined under applicable privacy laws.

2.11 Referring Salesperson. The real estate agent who provides the Lead information to the Recipient Salesperson.

3. USER ELIGIBILITY AND WARRANTIES

The Recipient Salesperson represents and warrants that:

- (a) they shall handle all received Leads in accordance with professional standards and applicable laws;
- (b) they have the lawful authority to receive and process Lead information, including compliance with all applicable federal and state privacy laws;
- (c) they have, if necessary, obtained the consent and authorization from their broker to use the Platform;
- (d) they shall comply with all applicable privacy and data protection laws in handling Lead information;
- (e) they shall not use the Platform for fraudulent, misleading, or unlawful purposes; (f) they hold all necessary professional licenses in good standing and shall maintain such licenses throughout the term of this Agreement;
- (g) they shall notify GiveReferrals.com of any change in their licensure status; (h) they comply with all applicable anti-spam laws, including the CAN-SPAM Act, TCPA, and

state equivalents;

(i) they have full authority to bind any entity they represent in connection with Platform use;

(j) they shall maintain ongoing compliance with all applicable laws and regulations; and

(k) they shall handle all received Leads professionally and in compliance with applicable real estate laws and regulations; and (l) before accepting any Lead, they shall have a reasonable basis to believe that the Referring Salesperson (i) holds a valid and active real estate license in good standing in the applicable jurisdiction, (ii) has obtained proper authorization from their employing broker to participate in referral activities through the Platform, and (iii) has secured all necessary client consents to share the client's information with Recipient Salesperson through the Platform, and Recipient Salesperson shall promptly notify the Platform if they become aware of any deficiency in these requirements.

4. DATA PROTECTION AND PRIVACY

GiveReferrals.com's Privacy Policy, as may be amended from time to time and available at givereferrals.com/privacy-policy is hereby incorporated into this Agreement by reference in its entirety. The Recipient Salesperson acknowledges that they have reviewed the Privacy Policy, understood its terms, and agreed to be bound by all data protection and privacy requirements set forth therein. The Recipient Salesperson shall comply with all applicable privacy laws, including but not limited to GDPR, CCPA, and state privacy statutes, and shall obtain all necessary consents for data sharing and processing in accordance with the Privacy Policy.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Platform IP. The Platform and its content, including software, trademarks, service marks, trade names, logos, and proprietary technology, are owned by the Platform or its licensors and are protected by intellectual property laws.

5.2 Limited License. By collecting a monthly service fee, Platform grants Recipient Salesperson a limited, non-exclusive, non-transferable license to use the Platform solely for its intended referral purposes during the term of this Agreement.

5.3 User Content. Any feedback, suggestions, or ideas provided to the Platform regarding Platform improvements or new features shall become the sole and exclusive property of the Platform, and the Recipient Salesperson hereby assigns all right, title, and interest in such feedback to the Platform without any compensation or attribution.

5.4 IP Infringement. Recipient Salesperson shall not infringe upon any third party's intellectual property rights and agrees to indemnify the Platform for any IP infringement claims arising from their use.

5.5 DMCA Compliance. The Platform maintains a DMCA-compliant process for addressing copyright infringement claims.

6. LEAD OWNERSHIP AND CONFIDENTIALITY

6.1 Lead Handling. Upon receipt through the Platform, Leads become the responsibility of the Recipient Salesperson for professional follow-up and compliance with applicable laws. The Platform does not acquire ownership rights in Lead outcomes or resulting transactions.

6.2 Mutual Confidentiality. Both the Recipient Salesperson and the Platform agree to maintain in strict confidence all Confidential Information obtained through the Platform. Confidential Information shall not be disclosed to any third party except as necessary to complete a referral or as required by law. Any unauthorized use, sale, or disclosure of Lead information by Recipient Salesperson shall constitute a Material Violation subject to immediate account termination and liquidated damages of \$1,000 per affected Lead, provided that such liquidated damages represent a reasonable estimate of actual damages that would be difficult to ascertain and are not intended as a penalty.

6.3 Duration. The confidentiality obligation shall survive termination of this Agreement for a period of five (5) years, with the exception that any GiveReferrals.com trade secrets that Recipient Salesperson comes to know during their relationship with GiveReferrals.com shall be kept confidential for as long as they remain trade secrets under applicable laws.

7. NON-CIRCUMVENTION AND REPORTING

7.1 Platform Relationship Protection. The Recipient Salesperson acknowledges that the Platform's core value proposition is facilitating connections between Referring Salespersons and Recipient Salespersons. Accordingly, Recipient Salesperson agrees that for any Referring Salesperson with whom they are connected through the Platform (a "Platform Connection"), they shall not, for a period of twenty-four (24) months following the date of their most recent Lead exchange through the Platform with that Platform Connection, engage in any of the following activities ("Circumvention Activities"): (a) exchange, receive, or process any new Lead information from that Platform Connection outside of the Platform interface; (b) establish direct referral arrangements or agreements with that Platform Connection that bypass the Platform; (c) communicate about potential Leads or referral opportunities with that Platform Connection through channels other than the Platform in any way that intends to bypasses Platform economics or tracking; or (d) encourage, facilitate, or participate in any scheme to avoid Platform fees, tracking, or other obligations by conducting referral business off-platform.

7.2 Individual Lead Tracking. For each individual Lead received through the Platform, Recipient Salesperson shall: (a) conduct all initial communications and handoff activities through the Platform interface until Handoff Completion; (b) provide status updates to the Platform regarding the Lead's progress at intervals requested by the Platform, beginning with Handoff Completion and continuing until the Lead reaches a final disposition (closed sale, expired listing, client withdrawal, or other terminus); (c) document all material Lead interactions in the Platform within seventy-two (72) hours of occurrence; and (d) notify

the Platform immediately if the Lead is lost, transferred, or otherwise will not result in a transaction.

7.3 Permitted Activities. This non-circumvention provision shall not restrict: (a) Recipient Salesperson's ability to maintain and service existing client relationships that predated any Platform Connection; (b) lawful real estate activities unrelated to referrals from Platform Connections; (c) communications necessary to complete an active Lead transaction after Handoff Completion, provided all required Platform updates are maintained; or (d) relationships with other real estate professionals established entirely independent of the Platform, provided Recipient Salesperson can demonstrate through clear and convincing evidence that such relationship existed prior to any Platform introduction.

7.4 Reporting Suspicious Activity. Recipient Salesperson shall promptly report to the Platform any attempts by other users to circumvent Platform obligations, including but not limited to: requests to communicate off-platform, proposals to conduct future referrals outside the Platform, or any other conduct that appears designed to avoid Platform fees or tracking.

7.5 Investigation and Enforcement. The Platform reserves the right to investigate suspected circumvention activities, including requesting documentation of referral sources and communications. Failure to cooperate with such investigations shall constitute a Material Violation. Upon confirmed violation of this non-circumvention provision, the Platform may: (a) immediately terminate Recipient Salesperson's account; (b) pursue liquidated damages equal to twenty-four (24) months of subscription fees for each Platform Connection involved in the circumvention, which the parties agree represents a reasonable estimate of damages that would be difficult to ascertain and is not intended as a penalty; (c) pursue actual damages if they exceed liquidated damages; and (d) seek injunctive relief to prevent ongoing violations.

7.6 Survival. The non-circumvention obligations set forth in this Section 7 shall survive termination of this Agreement for the full duration of any applicable restriction period.

8. PLATFORM USE AND COMPLIANCE

8.1 The Recipient Salesperson shall:

- (a) use the Platform only for lawful purposes;
- (b) not interfere with the operation or security of the Platform;
- (c) not share access credentials with others;
- (d) promptly notify the Platform of any unauthorized access or suspected breach;
- (e) not engage in spam, harassment, or abusive conduct;
- (f) not attempt to reverse engineer, decompile, or extract source code from the Platform;
- (g) not use automated tools to access or scrape Platform data;

(h) maintain current security software and apply security updates promptly; (i) not use the Platform for competitive intelligence gathering or to benefit competitors; (j) reports suspected fraudulent activity or policy violations within twenty-four (24) hours; and (k) comply with all Platform usage guidelines and policies as updated from time to time. The Platform disclaims any responsibility for the outcome or success of referral and does not guarantee any business results.

8.2 Solicitation and Recruitment of Members. The Recipient Salesperson shall not use the Platform, Platform user information, or relationships formed through the platform to:

- (a) recruit users of the platform into competing referral networks, masterminds, brokerages, coaching programs, or business ventures;
- (b) conduct unsolicited bulk marketing or spam activity;
- (c) harvest member information for unrelated commercial solicitation;

9. SERVICE LEVELS AND PERFORMANCE

9.1 Uptime Commitment. The Platform shall use commercially reasonable efforts to maintain 99.5% uptime during any calendar month, excluding scheduled maintenance and downtime caused by force majeure events, third-party service failures, or circumstances beyond the Platform's reasonable control.

9.2 Support Response. The Platform shall respond to support requests within two (2) Business Hours for critical issues and within one (1) business day for general inquiries.

9.3 Data Backup. The Platform maintains regular data backups and disaster recovery procedures.

9.4 Maintenance Notice. Scheduled maintenance shall be announced at least forty-eight (48) hours in advance through Platform notifications.

10. COMPLIANCE AND REGULATORY REQUIREMENTS

10.1 Real Estate Licensing. Recipient Salesperson must maintain all required real estate licenses in good standing and comply with applicable MLS rules and regulations and all relevant Arizona regulations.

10.2 Fair Housing. All the Recipient Salesperson's Platform use must comply with federal, state, and local fair housing laws and anti-discrimination statutes.

10.3 Participation Decisions. The Platform does not make participation decisions on the basis of legally protected characteristics under applicable law. Participation decisions are based on business, operational, service-quality, compliance, reputational, geographic, engagement, and platform-integrity considerations.

10.4 Anti-Money Laundering. Users must comply with applicable AML and KYC requirements and report suspicious activities.

10.5 Export Controls. Recipient Salesperson's Platform use must comply with applicable export control laws and economic sanctions programs.

11. AUDIT AND MONITORING

11.1 Monitoring Rights. The Platform reserves the right to monitor Recipient Salesperson activity for compliance, security, and quality assurance purposes.

11.2 Audit Trail. The Platform maintains detailed logs of Recipient Salesperson activity and system access.

11.3 Investigation Cooperation. Recipient Salesperson must cooperate fully with Platform investigations of policy violations or security incidents.

11.4 Suspicious Activity Reporting. Recipient Salespersons must promptly report any suspicious or potentially fraudulent activity observed on the Platform.

12. TERMINATION

12.1 By Recipient Salesperson. The Recipient Salesperson may terminate their account at any time with thirty (30) days' written notice, provided that termination shall not be effective until all active Lead handoffs are completed or expired. During the notice period, the Recipient Salesperson remains obligated to handle any Leads received and pay applicable subscription fees. No refund of prepaid subscription fees shall be provided except as required by law. Furthermore, notwithstanding the termination, Recipient Salesperson remains obligated to provide all updates requested by Platform to active referrals until those referrals reach a terminus, either ending in a sale or no sale.

12.2 By Platform. The Platform may terminate this Agreement and the Recipient Salesperson's access immediately upon violation of any term of this Agreement or non payment of fees. Upon termination for cause, the Platform may permanently ban the Recipient Salesperson and impose liquidated damages of five hundred dollars (\$500) per Material Violation, insofar as the liquidated-damages are not a penalty and are a reasonable estimate of actual damages to the Platform that would be difficult to ascertain. Access to Platform data following termination shall be restricted except as required by law. The Platform may also suspend, restrict, or terminate participation for business, operational, quality-control, reputational, engagement, market-capacity, professionalism, responsiveness, or service-related reasons, whether or not such conduct constitutes a Material Violation.

12.3 Effect of Termination. Sections relating to confidentiality, non-circumvention, indemnification, arbitration, limitation of liability, intellectual property, and data protection shall survive termination.

12.4 Good Faith Participation. Recipient Salesperson acknowledges that active and good-faith participation constitutes a material component of Platform membership. The habitual declination of Leads, selective acceptance patterns that deviate from Platform engagement expectations, failure to pursue referral opportunities in good faith, or prolonged periods of inactivity may result in diminished Lead allocation,

account limitations, suspension, or termination at the absolute discretion of the Platform.

12.5 Communication. Recipient Salesperson shall remain reasonably responsive to Platform communications, referral-related inquiries, compliance requests, and operational notices. Failure to maintain timely communication, including repeated failure to respond within commercially reasonable timeframes generally expected to be within twenty-four (24) hours during Business Hours, may result in account restrictions, suspension, or termination.

13. INDEMNIFICATION

The Recipient Salesperson agrees to indemnify, defend, and hold harmless the Platform, its affiliates, and their respective officers, directors, and employees from any loss, liability, or expense arising out of (a) inaccurate or unauthorized submission of Lead data, (b) breach of this Agreement, (c) misuse of the Platform, (d) violation of applicable laws or regulations, or (e) infringement of third-party intellectual property rights.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Platform shall not be liable for any indirect, consequential, incidental, or punitive damages arising from Recipient Salesperson's use of the Platform. The Platform's total liability for any claim shall not exceed two thousand five hundred dollars (\$2,500) or the fees paid by Recipient Salesperson in the twelve (12) months preceding the claim, whichever is greater. This limitation shall not apply to (a) gross negligence or willful misconduct by the Platform, (b) intellectual property infringement by the Platform, or (c) breach of confidentiality obligations by the Platform. The Platform is not liable for force majeure events, third party service failures, or Recipient Salesperson's failure to maintain adequate data backups.

15. INTERNATIONAL USERS

15.1 Jurisdictional Compliance. International users must comply with all applicable local laws and regulations in their jurisdiction.

15.2 Data Transfers. Cross-border data transfers shall include appropriate safeguards as applicable privacy laws require.

15.3 Currency and Tax. All fees are quoted in US dollars; users are responsible for

currency conversion costs and applicable taxes.

16. FEES AND PAYMENT TERMS

16.1 Subscription Fees. Access to the Platform requires payment of monthly subscription fees. Current rates start at \$249 per month and may vary based on service tier and geographic market. Fees are subject to change with ninety (90) days' notice.

16.2 Fee Changes. Subscription fees may be modified upon ninety (90) days' written notice. Referring Salesperson's continued use after fee changes constitutes acceptance of new rates.

16.3 Payment Terms. Subscription fees are due monthly in advance. Payment shall be due within thirty (30) days of invoice. Late payments may result in account suspension and additional fees.

16.4 Refund Policy. Fees are non-refundable except as required by law or in cases of Platform material breach.

16.5 International Payments. International users are responsible for currency conversion costs, international transaction fees, and applicable taxes in their jurisdiction.

17. ACCOUNT MANAGEMENT AND ACCESS

17.1 Account Creation. Recipient Salespersons must provide accurate registration information and maintain current contact details.

17.2 Account Verification. The Platform may require identity verification and professional license validation before account activation.

17.3 Account Suspension. The Platform may suspend accounts for policy violations, pending investigation, or non-payment of fees, provided that the Platform provides Recipient Salesperson written notice at least five (5) business days prior to suspension, except in cases of suspected fraud, illegal activity, or material breach that pose immediate harm to the Platform or third parties.

17.4 Access Restoration. Suspended accounts may be restored upon resolution of underlying issues and payment of applicable penalties.

17.5 Account Security. Recipient Salespersons are responsible for maintaining account security and must notify the Platform immediately of any unauthorized access.

17.6 Emergency Contact. For critical system issues outside Business Hours, Recipient Salespersons may contact emergency support through the designated emergency contact information provided in their account dashboard.

17.6 Membership Standards. Access to and participation within the Platform constitutes a revocable privilege rather than an inherent right. GiveReferrals, Inc. maintains absolute discretion to sanction, decline, or terminate any user account based upon qualitative assessments of professionalism, service reputation, and overall platform engagement. Such determinations may be informed by client experience feedback, geographic market necessities, or other operational criteria essential to preserving the Platform's integrity and service quality.

The fulfillment of technical eligibility, production benchmarks, or licensing prerequisites shall not be construed as a guarantee of Lead allocation, market exclusivity, or continued membership rights.

18. TECHNICAL REQUIREMENTS AND SUPPORT

18.1 System Requirements. Recipient Salespersons must maintain compatible browsers, operating systems, and internet connectivity as specified in Platform documentation.

18.2 Mobile Access. The Platform supports mobile access subject to device and OS compatibility requirements.

18.3 Technical Support. Technical support is available during Business Hours for account-related and system access issues.

18.4 User Responsibilities. Recipient Salespersons must maintain current software, security patches, and compatible hardware.

18.5 Third-Party Services. The Platform may integrate with third-party services and APIs. The Platform disclaims responsibility for third-party service failures or data security breaches beyond its reasonable control.

19. LEAD QUALITY AND PERFORMANCE STANDARDS

19.1 Quality Metrics. Leads must include complete contact information, property details, timeline, and verified client consent.

19.2 Acceptance Criteria. Recipient Salesperson may reject Leads that do not meet minimum quality standards within 48 hours of receipt.

19.3 Performance Monitoring. The Platform tracks Lead quality, response times, and completion rates to maintain service standards.

19.4 Lead Attribution. The Platform maintains detailed records of lead submission, handoff, and outcome tracking to resolve any attribution disputes.

19.5 Lead Activity Tracking. Recipient Salesperson shall document all significant Lead interactions in the Platform, including but not limited to: contact attempts, appointments scheduled, property showings, offer submissions, contract executions, and final disposition. Activity updates must be entered within seventy-two (72) hours of occurrence.

19.6 Lead Status Updates. Recipient Salesperson shall provide comprehensive status updates on active Leads at intervals requested by the Platform, including current Lead stage, anticipated timeline, obstacles encountered, and conversion likelihood.

19.7 Non-Compliance Consequences. Failure to maintain adequate Lead tracking or provide required updates may result in Lead reassignment, account restrictions, or additional fees as determined by the Platform.

19.8 No Guarantee of Business Results. The Platform does not guarantee: any minimum

number of Leads, transaction volume, revenue, geographic exclusivity, market availability, conversion rates, continued participation, or any specific business outcome. Lead distribution methodologies may change at any time based on Platform business judgment, operational needs, market conditions, member participation, performance considerations, geographic coverage, or other factors.

19.9 Geographic Markets and Participation Limits. GiveReferrals, Inc. reserves the absolute right to restrict, augment, alter, or eliminate geographic market boundaries, service availability, or member saturation levels at its sole discretion and without prior notice.

20. ENHANCED REAL ESTATE COMPLIANCE

20.1 RESPA Compliance. To the extent that such arrangements bear upon the Platform, referral arrangements external to the platform must comply with Real Estate Settlement Procedures Act requirements and disclosure obligations.

20.2 State Referral Regulations. To the extent that such fees bear upon the Platform, Recipient Salespersons must comply with state-specific referral fee regulations, including licensing requirements and fee limitations.

20.3 Broker Approval. Recipient Salespersons must obtain and maintain written approval from their employing broker before participating in referral activities. Recipient Salesperson shall provide proof of such approval to the Platform upon request. Recipient Salesperson represents and warrants that they have obtained all necessary approvals and that their participation in this Agreement and in activities governed by this Agreement does not violate any other agreement with their employing broker. The Platform reserves the right to verify broker approval directly with the employing broker.

20.4 MLS Compliance. Recipient Salesperson's use of MLS data through the Platform must comply with applicable MLS rules, data usage restrictions, and copyright requirements.

20.5 License Monitoring. The Platform may verify professional license status and suspend accounts for license lapses or disciplinary actions.

20.6 Compliance Certification. Platform may require Recipient Salesperson complete annual compliance training and provide certification of ongoing regulatory compliance.

21. COMMUNICATION AND NOTIFICATIONS

21.1 Communication Methods. The Platform may communicate via email, SMS, phone, or in-platform messaging based on Recipient Salesperson preferences. **21.2 User Preferences.** Recipient Salespersons may specify preferred communication methods and frequency in account settings.

21.3 Required Notices. Platform must deliver certain legal notices via email regardless of Recipient Salesperson preferences.

21.4 Opt-Out Rights. Recipient Salespersons may opt out of marketing communications but cannot opt out of service-related notices.

22. DATA PORTABILITY AND EXPORT

22.1 Data Export Rights. Recipient Salespersons may request export of their submitted Lead data in standard formats at any time, including upon account termination.

22.2 Export Limitations. Platform Data and analytics remain Platform property and are not subject to export rights.

22.3 Processing Time. Platform shall process data export requests within fifteen (15) business days.

22.4 Data Retention. Exported data includes all user-submitted information retained in accordance with data retention policies.

23. FORCE MAJEURE

23.1 Covered Events. Neither party shall be liable for delays or failures due to acts of God, natural disasters, pandemics, government actions, cyber attacks, or other events beyond reasonable control.

23.2 Notification. The affected party must promptly notify the other party of force majeure events and expected duration.

23.3 Mitigation Efforts. Both parties must use commercially reasonable efforts to minimize the impact of force majeure events.

23.4 Contract Suspension. Platform may suspend Recipient Salesperson's performance obligations during force majeure events without penalty.

23.5 Termination Right. Either party may terminate this Agreement if force majeure events continue for more than sixty (60) days.

24. DISPUTE RESOLUTION AND ARBITRATION

24.1 Mandatory Arbitration. All disputes arising out of or relating to this Agreement shall be resolved exclusively by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. **24.2**

Arbitration Location. Arbitration proceedings shall be held in Maricopa County, Arizona.

24.3 Arbitrator Selection. Disputes shall be decided by a single arbitrator with experience in technology and real estate matters.

24.4 Costs and Fees. Each party shall bear its own attorney fees and costs, unless otherwise awarded by the arbitrator. The Platform shall advance all arbitration fees and administrative costs, which may be allocated between the parties by the arbitrator in accordance with applicable law and the arbitrator's determination of the merits.

24.5 Class Action Waiver. Class or collective actions are not permitted. Each party waives the right to participate in class action lawsuits.

24.6 Injunctive Relief Exception. Either party may seek injunctive relief in court for breach of confidentiality or non-circumvention obligations.

24.7 Judgment Enforcement. Judgment on the arbitration award may be entered in any

court having jurisdiction thereof, including but not limited to courts in the State of Arizona.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles.

26. MODIFICATIONS

The Platform reserves the right to modify or update this Agreement upon thirty (30) days' prior written electronic notice to the Recipient Salesperson. Continued use of the Platform after such notice constitutes acceptance of the revised Agreement for Non-Material Terms. For changes to Material Terms, the Recipient Salesperson must acknowledge and accept the revised Agreement. Material Terms are those terms under Sections 3, 6, 7, 12, 16, 17, and 19. Non-Material Terms are those terms under the sections not in the definition of Material Terms.

27. NOTICES

Platform shall electronically deliver all notices under this Agreement by email to the Recipient Salesperson's registered email address or through in-platform messaging. Recipient Salesperson shall send notices to the Platform by means of the email address designated in the Platform's contact information.

28. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. In such a circumstance, GiveReferrals.com and Recipient Salesperson shall negotiate provisions that most closely approximate the original intent and economic effect of the invalid provision.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral. Recipient Salesperson acknowledges that they have not relied upon any verbal statements, projections, estimates, marketing materials, referral volume expectations, income projections, exclusivity representations, or business forecasts not expressly stated in this Agreement. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

By clicking "I Agree," the Recipient Salesperson acknowledges that they have read, understood, and agree to be bound by this Agreement.