

FINITELEAD INC REFERRAL AGREEMENT

This Referral Agreement hereinafter referred as (Agreement) is entered into and effective as of _____ (the Effective Date), between _____ licensed in the state of _____ and Finitelead Inc, a Virginia based corporation with its principal office located at 3725 Cogbill road, North Chesterfield, VA 23234. Hereinafter Broker/Agent will be referred as Broker/agent and Finitelead Inc will be referred as Corporation and are collectively referred as the Parties to this Agreement.

RECITALS

Corporation is a state of the art services provider corporation registered in Virginia and is in business partnership with GOLDEN KEY REALTY LLC, a broker having license No 0226023888 and principal office at 14416 Jefferson Davis Highway Suite 9, Woodbridge, VA 22191. Corporation connects home sellers, home buyers, commercial property sellers and buyers with the real estate agents in a transparent and effective manner to the benefit of all the parties involved. Corporation engages with real estate agents in a referral program and charges a referral fee for its services from the real estate agents after the successful closing of real estate transaction.

Through entering this agreement, Corporation shall provide the contact details of the potential customers through phone, email, letter, text or any other source of communication and Broker/Agent will be jointly and severally responsible for the referral fees towards Corporation on the successful completion of real estate transaction. Any customer whose details are provided to the real estate agent for buying, selling or leasing of property shall be called a "Referral".

As the Corporation has a vast experience of real estate sector in USA and Canada and as the Broker/Agent is willing to enter into this agreement to become part of referral program to receive potential customers;

NOW, THEREFORE, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:

In this agreement:

- (i) The headlines are for convenience only and shall be ignored in construing the provisions of this agreement;
- (ii) The singular includes the plural and vice versa;
- (iii) References to Articles, Sections, Sub-sections, and Schedules are, unless the context otherwise requires, references to Articles, Sections, Sub-Sections and Schedules to this agreement;
- (iv) In carrying out its obligations and duties under this Agreement, each party shall be obliged to act in good faith;
- (v) Unless the context otherwise requires, the terms "include" and "including" mean "without limitation";
- (vi) This Agreement shall be read as a whole for the purposes of interpretation. However, unless stated otherwise, in the event of a conflict or inconsistency among the terms of the main body of the Agreement and the Schedules hereto, the former shall prevail in all respects over the latter.

1. Broker's/Agent's Responsibilities.

1.1 Under this agreement, the responsibilities of the Broker/Agent shall be as follows:

- (a) By participating in the Program Broker/Agent agrees to acknowledge to receive Referrals and will provide every possible assistance to the Referral in completing the transaction while legally complying with all the statutes, laws, codes, and rules and regulations applicable in that specific area and transaction. It is the duty of the Broker/Agent to be fully aware of the legal regime applicable in his/her area and fully implement that.
- (b) Broker/Agent shall be duty bound to inform the Corporation of the accurate status of the Referral during all times till the closing of the transaction and Corporation has all the right to inquire about the status of a Referral during the transaction period; means from referring the customer to the real estate agent till the closing of that real estate deal.
- (c) Broker/Agent shall communicate any change in Broker's/Agent's license status to Corporation within five (5) days of any such change.
- (d) Broker/Agent agrees to share the closing statement to the Corporation no later than five (5) working days following the closing.

1.2 Upon receipt of Referral by Corporation, Broker/Agent will have the right to accept or reject the Referral under the following conditions:

- (a) All the Referrals delivered to Broker/Agent will be considered as accepted unless rejected by the Broker/Agent within twenty-four (24) hours of delivery. The denial/rejection should be immediate and in writing and email.
- (b) Rejection of a Referral will have no affect but if the Broker/Agent represent the same Referral, after denial to Corporation, in the next eighteen (18) months, Broker/Agent will be liable to pay to Corporation the Referral fee defined in the Compensation Section.
- (c) Broker/Agent, within 48 hours of receipt of referral can inform the Corporation with documentary evidences that Referral was already in contact with it and in that case, Broker/Agent will have no liability regarding that Referral to Corporation in the form of referral fee defined in the Compensation section.
- (d) Broker/Agent can claim full refund of setup fee if it does not receive Referrals within first thirty (30) days of paying the setup fee. It will take 14 days to complete the refund process from receiving the refund request through email or in writing.
- (e) While being involved with the Referral, it is the duty of the Broker/Agent to provide best services to the Referral to the complete satisfaction of the Referral. If at any time, Broker/Agent feels that Referral is unsatisfied with his services and no longer wants to work with Broker/Agent, Broker/Agent

will inform the Corporation withing one working day of any such conversation. Corporation will try its best to resolve issue of Referral with real estate agent but if the issue is still unresolved, Broker/Agent will raise no issue if Corporation decides to send that Referral to another agent after having detailed conversation with the Referral.

2. Compensation

2.1 Broker/Agent agrees to pay Corporation 20% of the Gross Commission at the successful closing of all real estate transactions up to 24 months involving the Referral. After two years, Broker/Agent shall not be liable to pay any fee to corporation on any referral.

This Referral fee is immune from any effect that Broker/Agent may have committed to any other agent /broker as part of the process of closing the real estate transaction.

- (a) Gross Commission is the amount Broker is eligible to receive as stated in agency agreements and closing documents including any bonuses paid. Gross Commission does not take into account any discounts or commission, a Broker/Agent may extend to a Referral; it is not necessarily the commission the Broker actually receives.
- (b) Broker/Agent agrees to pay all Referral Fees within fourteen (14) days of transaction closing and through ACH, wire transfer, mail or courier.
- (c) Broker/Agent cannot transfer the Referral to any other Broker/Agent without the prior permission of Corporation and in case of transfer of Referral to any other Broker/Agent as a result of mutual consent of Broker/Agent and Corporation, that Broker/Agent will also be liable to pay the Referral fee to Corporation according to proportion described in Section 2.1 of this Agreement and Broker/Agent will be liable for this.
- (d) The termination of a relationship between a Broker and an agent or an agent and the broker shall have no impact on the Referral fee owed by the Broker/Agent towards Corporation on the closing of the real estate transaction.
- (e) Broker/Agent agrees to a one-time, setup fee of \$499 to join the Corporation network. This fee can be deducted from the Corporation first referral fee portion by the agent/broker who closes on Corporation referrals.
- (f) Corporation will try to provide maximum number of referrals every month with highest possible quality to Broker/Agent, however, Corporation is not obligated to provide a specific number of Referrals and cannot make any guarantees regarding the quality of Referrals.

3. Term and Termination.

- (a) Term of this Agreement shall be 1 year starting from the effective date. Corporation or Agent/Broker may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written or emailed notice of termination to the other party.
- (b) Termination of this Agreement by either party shall have no impact on any compensation, credits or other amounts owed by Broker/Agent towards Corporation or that are later earned as a result of a successful closing of Referral, sent by Corporation prior to the termination of this agreement, by Broker/Agent.
- (c) Termination of this agreement will have no effect on set up fee unless no referral is sent to Broker/Agent by Corporation within first thirty (30) days of signing up to this agreement.

4. CONFIDENTIALITY

Each Party shall at all times ensure the confidentiality (and ensure that its employees and agents maintain the confidentiality) of any information deemed confidential by the other Party which it may acquire in relation to and by virtue of this agreement and shall not use or disclose such information (including the terms of this agreement) for any purpose whatsoever, except for the purposes of this agreement and with the prior written consent of the other party. Any breach of this agreement may cause irreparable damage to the other party and will entitle the other party to claim the damages without the actual proof of damages. Each party shall use its best endeavors to ensure that the officers, employees and agents thereof observe a similar obligation of confidence in favor of the other party. The obligations of the parties under this clause shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by any party of its said obligations under this agreement.

5. INDEMNITY, LIABILITY, INSURANCE.

- (a) Broker/Agent shall expeditiously defend and indemnify Corporation and its officers and employees against and hold Corporation and its officers and employees harmless at all times after the date of this agreement, from any and all losses incurred, suffered, sustained, or required to be paid, directly or indirectly, by, or sought to imposed upon Corporation and its officers, servants, agents, subsidiaries and employees for personal injury or death to persons or damage to property arising out of the negligent or intentional act or omission of Broker/Agent in connection with this agreement.
- (b) Corporation shall expeditiously defend and indemnify Broker/Agent and its officers and employees against and hold Broker/Agent and its officers and employees harmless at all times after the date of this agreement, from any and all losses incurred, suffered, sustained, or required to be paid, directly or indirectly, by, or sought to imposed upon Broker/Agent and its officers, servants, agents, subsidiaries and employees for personal injury or death to persons or damage to property arising out of the negligent or intentional act or omission of Corporation in connection with this agreement.

- (c) The liability of Corporation under this agreement for any claims, damages, costs, losses or expenses, arising out of negligence or any contractual or legal obligation, shall not exceed more than \$1500 in a single case.
- (d) Broker/Agent agrees to carry, at its own expense, at all times during the term of this Agreement, commercially general liability and errors and omissions insurance. Such insurance policies shall cover all activities by Broker/Agent contemplated under this Agreement.

6. FORCE MAJEURE

Neither party shall, by reason of any Force Majeure event, be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance of its obligations; and delivery under and performance of this agreement shall resume as soon as practicable after such Force Majeure event has ceased to exist.

7. DISPUTE RESOLUTION

7.1 This Agreement will be governed by and construed in accordance with Virginia law.

7.2 In the event that any dispute arises between the parties as to any of the subject matter contained herein, or this agreement deems there to be a dispute, both parties shall attempt in good faith to settle such dispute by mutual discussions within thirty (30) days of such dispute arising. In the event that the parties are unable to reach an agreement within thirty (30) days, or such longer period as they may agree, either party may commence arbitration in accordance with the relevant rules of the American Arbitration Association (AAA).

8. ASSIGNMENT

This Agreement may not be transferred or assigned without the prior written approval of Corporation.

9. MISCELLANEOUS.

- (a) This agreement constitutes the entire agreement among the parties and supersedes any prior understanding, agreements, or representations between the parties, written or oral, concerning the subject matter hereof. This agreement shall be read as a whole for the purposes of interpretation.
- (b) All notices, demands, requests and other communication provided for hereunder shall be in writing and shall be delivered via email, in person or through registered courier service to the addresses officially associated with each party and mentioned in this agreement along with signature box.
- (c) If for any reason any provision of this agreement shall be inoperative, the validity and effect of all other provisions of this agreement shall not be affected hereby. In case it is not possible under law to implement any of the provisions of this agreement, the parties undertake to abide by the spirit of this agreement and

endeavor to perform obligations closely resembling those created by this agreement.

- (d) This agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
- (e) No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence thereof.
- (f) interpretation or enforcement of this agreement shall entitle Corporation to recover any costs and expenses, including attorney's fees it may have incurred from the Agent/Broker.

10. AMENDMENT

This agreement may be amended with mutual consent of both the parties.

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

Finitelead Inc

Agent/Broker

By: 
Name: Zahid Hussain

By:
Name:

Title: CEO
Address: 3725 Cogbill Road,
North Chesterfield, VA 23234

Title:
Address:

License #: 0226023888

License #:

Email: Support@Finitelead.com Email:

Phone: +1 804 818 6426

Phone:

Date:

Date:

