

REFERRAL COMMISSION AGREEMENT

This Referral Commission Agreement ("**Agreement**") is entered into as of date you have created your account with Cher Inc. (www.cher.app or joincher.com) ("**Effective Date**"), by and between Cher, Inc. ("**Company**") and you ("**Agent**"), (each a "**Party**" and collectively the "**Parties**"). By clicking continue on Company website, you, the Agent agree to the below.

In consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1. Definitions.

- a. “**Confidential Information**” means any and all confidential information of a Party (the “**Disclosing Party**”) disclosed to the receiving Party (the “**Recipient**”), including, but not limited to, proprietary software, technical information, know-how, trade secrets, marketing data, sales, leads, customer lists, business/financial information, commissions, revenues, and other pricing information. A Disclosing Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Recipient; (b) was in the Recipient’s lawful possession prior to the disclosure and had not been obtained by the Recipient either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Recipient by a third Party without any obligation of confidentiality to the Disclosing Party; or (d) is independently developed by the Recipient.
- b. “**Gross Commission**” means the gross amount of money received by Agent for a consummated Transaction prior to any split of commission with any other agents or brokers on Agent’s side of the Transaction, or any deduction of expenses.
- c. “**Referral**” means the act of Company referring a proposed or pending Transaction and the buyer or seller thereto, to Agent.
- d. “**Services**” means the Website and all associated products, services, data, information, tools, software, updates and materials provided or made available by Company.
- e. “**Transaction**” means a real estate sale involving a property, where such sale is the result of or arises from the matching of the buyer and seller, and where such matching originated from Company and/or its Services.
- f. “**Website**” means the Company website at <https://www.cher.app> or joincher.com (including all content under the “cher.app” domain name).

2. Payments; Agent Obligations.

- a. **Referral Fee.** If Agent receives a commission or other payment owing to Agent’s services rendered in connection with a consummated Transaction, where Agent’s participation in the Transaction was connected with a Referral, then Agent shall pay Company a fee in the amount of 25% of Agent’s Gross Commission for such Transaction (“**Referral Fee**”).
- b. **Payment Terms.** Agent shall pay the Referral Fee to Company by or before the date that is thirty (30) days after the close of escrow for the Transaction (the “**Due Date**”). If Company does not receive any Referral Fee by the Due Date, then without limiting Company’s rights or remedies, the amount owed will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Agent shall pay court costs, expenses and reasonable attorneys’ fees with respect to the collection efforts as to any such amount that is not paid by the Due Date.
- c. **Expenses.** The Company shall not be obligated to reimburse the Agent for any expenses incurred in the performance of Agent’s services with respect to a Transaction or otherwise pursuant to this Agreement.
- d. **Notification.** After the contract for a Transaction is signed by the buyer and seller, the Agent will promptly notify Company and identify the expected closing date.
- e. **Licenses.** Agent shall maintain its real estate license in good standing, and shall follow all applicable real estate and other laws regarding disclosures, documentation and other broker responsibilities.

3. Confidentiality.

- a. **Non-Disclosure.** In the course of performance of this Agreement, each Party may receive Confidential Information of the other Party. Any and all Confidential Information in any form or media obtained by

a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever, except as necessary in connection with the obligations of the Parties under this Agreement. Each Recipient shall (i) not disclose the Confidential Information of the Disclosing Party to any third party except as required by law (ii) take reasonable precautions to protect the confidentiality of such Confidential Information, and (iii) only use such Confidential Information for the purposes of performing under this Agreement. Notwithstanding the foregoing, a Recipient may disclose the Disclosing Party's Confidential Information to its employees, consultants, affiliates or professional advisers who have a need to know such information for the purposes of this Agreement, provided that the Disclosing Party shall be responsible for compliance by such persons with the requirements of this Section. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement, and shall remain in effect for a minimum period of ten (10) years from the date of termination, except that the Parties shall protect all trade secrets under the non-disclosure provisions of this Agreement indefinitely until such Confidential Information no longer qualifies as a trade secret.

- b. **Permitted Disclosure.** A disclosure by Recipient of any of Disclosing Party's Confidential Information (1) in response to a valid order by a court or other governmental body; (2) as otherwise required by law; or (3) necessary to establish the rights of either Party under this Agreement shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient must provide prompt prior written notice thereof to Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent the disclosure. Further, Recipient shall disclose only the minimum amount of Confidential Information that it is legally required to furnish and, where appropriate, will exercise its best efforts to obtain written assurances that confidential treatment will be accorded to such Confidential Information.
- c. **Equitable Enforcement.** In the case of a breach of the confidentiality provisions of this Section, the Parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said provisions without the requirement to show irreparable harm, by a court of appropriate equity jurisdiction hereunder.

4. **Indemnification.**

- a. Agent (the "**Indemnifying Party**") shall indemnify Company and its affiliates, officers, directors, shareholders, agents and employees (the "**Indemnified Party**") from and against any and all losses, costs, damages, injuries, awards, judgments or liabilities, including but not limited to legal and professional fees, costs and expenses ("**Losses**") incurred by the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party ("**Claim**"), and shall defend the Indemnified Party against any such Claims arising from: i) any breach of this Agreement by the Indemnifying Party; or ii) any negligence or intentional misconduct by the Indemnifying Party resulting in without limitation, claims for bodily injury, sickness, disease, death, property damage, or any other legal or equitable damages.
- b. The Indemnifying Party shall defend each Claim identified in Section 4.a., above, and control and direct the investigation, defense and settlement of each such Claim at its expense. When seeking indemnification, the Indemnified Party shall: 1) promptly notify the Indemnifying Party in writing of the Claim for which indemnification is sought, 2) permit the Indemnifying Party to control the defense and settlement negotiations of the Claim, 3) cooperate with the Indemnifying Party as reasonably requested to assist in the defense and/or settlement of the Claim at the Indemnifying Party's expense, and 4) have the right to provide for its own separate defense at its own expense. Notwithstanding the foregoing, the failure to give notice to the Indemnifying Party within a reasonable time of the commencement of any Claim under this Section will not relieve the Indemnifying Party of any liability to the Indemnified Party under this Section unless such failure materially prejudices the Indemnifying Party's ability to defend such Claim.

5. **Term and Termination.**

- a. Term. Unless terminated sooner by its provisions, this Agreement shall continue in force for an initial term of two (2) years from the Effective Date ("**Initial Term**"), and upon the expiration of this Initial

Term, this Agreement shall be automatically renewed for successive two (2) year terms (each a “**Renewal Term**”). The Initial Term plus all Renewal Terms shall collectively be referred to as the “**Term**” of this Agreement.

- b. Termination. Company may terminate this Agreement at any time and for any reason (or for no reason) by providing thirty (30) days advance written notice to the Agent. Company may terminate this Agreement upon written notice if the other party materially breaches this Agreement, and fails to correct such breach within fifteen (15) days following written notice specifying the breach.
- c. Effect of Termination. Upon termination, each of the Parties shall deliver or destroy all Confidential Information of the other Party that is in its possession, care or control at the other Party’s election (except for information that is required to be kept for backup or data retention purposes, in which case such information will be kept confidential in accordance with Section 3 until deletion), and upon the other Party’s request, provide a written certification of the same. Upon termination of the Agreement, Agent shall still be require to pay to Company all outstanding Referral Fees for any and all active, pending, and closed Transactions at the time of termination of the Agreement.
- d. Survival. The following provisions of this Agreement will survive indefinitely after the expiration or termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable: Sections 1, 3, 4, 5.c, 6, 7, 8, 9, and 11 through 18.

6. Exclusivity. This Agreement shall not generally be construed to be a commitment by either Party to work exclusively with the other Party regarding Transactions, sales of properties, potential new business or other business activities. Notwithstanding the foregoing sentence, if Company makes a Referral to Agent, or if Agent otherwise is introduced to or makes contact with a buyer or seller of any property via the Website or through the efforts of Company, then Agent shall not market, offer or sell Agent’s services to such buyer or seller other than exclusively via the Website subject to this Agreement during the Term and for a period of three (3) years thereafter, without Company’s written consent. Agent further agrees and stipulates that the exclusivity covenants contained in this Section 6 are fair and reasonable within the overall relationship of the Parties.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction, venue and convenient forum in the federal and state courts sitting in Los Angeles, California. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party will be entitled to reasonable fees of attorneys and related costs and expenses in addition to any other relief to which such prevailing Party may be entitled.

8. Independent Contractor. This Agreement shall not render the Agent an employee, partner, or joint venturer with the Company for any purpose. The Agent is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Agent’s compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, employee benefits of any kind or the reimbursement of any expenses incurred by the Agent unless approved in advance in writing by Company. **Agent may not bind Company to any agreement, contract or purchase order unless Agent obtains written authorization from the Company expressly permitting Agent to so bind Company.**

9. Notice. Any notice required between the Company and Agent shall be in writing and addressed as set forth below.

If to the Company to: Cher@cher.app

If to the Agent to: Email account Agent used to create website account.

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

10. Assignment. Agent may not assign or transfer this Agreement without the prior written consent of Company; such consent not to be unreasonably withheld. Any attempt to assign this Agreement without such consent will be null and void.

11. No Third Party Beneficiaries. Nothing in the Agreement shall create any rights in any third party beneficiaries, and neither Party has any obligation to any third party by virtue of the Agreement.

12. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Party to be charged.

13. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

14. Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such Party continues to use commercially reasonable efforts to resume performance.

16. Compliance With Laws. Each Party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

17. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. The preamble recitals are included as an integral part of this Agreement and are to be given full legal effect.

18. Counterparts. This Agreement may be executed by any of the Parties hereto in counterparts, via written, electronic or scanned signature, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Company:

CHER, INC.



BY: _____

Cher Inc.
Eric Chebil
CEO & Founder
DRE: 02094241 | NMLS: 18987471