

MASTER REFERRAL AGREEMENT

This Master Real Estate Client Referral Agreement (“*Agreement*”) is made and entered into by and between _____, a _____ Corporation, and duly licensed real estate brokerage, with its principal offices located at _____ (hereinafter “_____”), and Continental Real Estate Group, a New Jersey Corporation with principal offices 3 Elm Ave, Hackensack, NJ 07601 (hereinafter “*CREG*”) (CREG and _____ shall be jointly referred to as “*Parties*”, or singularly as a “*Party*”):

WHEREAS, CREG is a licensed real estate brokerage which may refer real estate clients (hereinafter “*Clients*”) to _____; and

WHEREAS, _____ and/or its agents have agreed that Clients referred by CREG, and accepted by _____ and/or its agents shall be deemed to have been accepted subject to the terms of this Agreement; and

WHEREAS, _____ and/or its agents agree to provide its best efforts to assist the Clients to buy, sell and/or exchange real property wherever it is licensed to do so and to pay a commission to CREG upon successful completion of services to Clients.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

- 1. TERM.** The term of this Agreement shall commence on [INSERT DATE] (the “*Effective Date*”) and shall continue with respect to each individual Client referred hereunder (each, a “*Client Referral*”) and shall continue until terminated in accordance with this Agreement. As to each individual Client Referral, this agreement shall remain in effect for so long as such Client Referral seeks to acquire, sell, or exchange real property and a Party and/or its agent is compensated in connection with such transaction.
- 2. COMMENCEMENT OF DUTY BY _____ AND/OR ITS AGENTS.** CREG shall provide the name and/or contact information to _____ and/or its agents via mail, facsimile, telephone, and/or other means of electronic transmission. Notwithstanding the foregoing, the providing of services within sixty (60) days after receipt by _____ and/or its agents of a Client referral to any Client referred by CREG, shall indicate acceptance of the terms of this Agreement and _____ and/or its agents agrees to thereby be bound by the terms of same. Every Client referred by CREG shall be incorporated by reference into this Agreement and the rights, duties, and obligations of the parties shall be governed by this Agreement.
- 3. REPRESENTATIONS** To induce each Party to enter into this Agreement, the Parties affirmatively make the following continuing representations, warranties, and covenants as of the Effective Date and as of the closing date of each transaction with a Client Referral whereunder a Referral Fee (as herein defined) is to be paid:
 - a. Parties and/or its agents are each duly licensed real estate brokers and/or agents, respectively in the State in which the Broker and/or Agent conducts business and that their licenses are in active good-standing.
 - b. Parties and/or its agents have maintained liability insurance in good standing to protect against errors, omissions, and/or negligence.
 - c. By executing this Agreement, Parties represent that they are fully authorized to enter into this Agreement for him/herself, for the Company and for its Agent(s).

4. _____ **SPECIFIC REPRESENTATIONS.** In addition to the mutual representations made above in Section 3, _____ additionally affirmatively represents and warrants that _____ shall not sell, assign, or otherwise release any leads provided by CREG to _____ under this Agreement to any third party.

5. **COMMISSION** Upon closing of title and/or compensation paid to _____ and/or its agents, whichever is earlier, by any Client Referral, _____ agrees to the following:

- a. _____ shall pay CREG twenty (25%) percent of _____ and/or its agent's net total commission, based upon Client's side of the transactions(s), as and for a referral fee (the "**Referral Fee**").
- b. The Referral Fee shall be paid by _____ within thirty (30) days of the date _____ and/or its agents receive payment by or on behalf of any Client Referral. Said payment shall be remitted to the address for CREG as set forth herein - above.
- c. At the time of payment, _____ and/or its agents shall provide details of the transaction, including but not limited to a Closing Disclosure and a copy of the check made payable to _____ and/or its agents in connection with the Client Referral's transaction.
- d. CREG shall not be entitled to any commission from _____ for any referral made previously by a third party or from the client whereby a third party, or _____ has already made initial contact with the Client before the Client is referred to _____ by CREG.

6. **RELATIONSHIP BETWEEN THE PARTIES** Nothing herein shall be deemed to create an employment relationship, an agency relationship, nor a joint venture or partnership relationship between CREG and _____ and/or its agents. Nothing herein shall impose any duty or requirement for CREG to make Client Referrals to _____ and/or its agents nor shall _____ and/or its agents have a duty or be obligated to accept any Client Referral.

7. **CONFIDENTIAL INFORMATION.** Each Party agrees that during the term of this Agreement and thereafter it will not use or permit the use of Confidential Information concerning the other Party or any Client and/or Client Referral in any manner or for any purpose not expressly set forth in this Agreement, will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and will not disclose such Confidential Information to any third parties except as required to provide services requested by Client and subject to compliance with all applicable laws, rules and regulations. "Confidential Information" as used in this Agreement means all information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether during or before the term of this Agreement, that is not generally known and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of a Party or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the Parties; (e) any information regarding the skills and compensation of employees, contractors or other agents of a Party or its subsidiaries or affiliates; and (f) any "nonpublic personal information (NPI)," as defined under United States' law in § 509 of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6809, and implementing regulations thereof. Confidential Information also includes proprietary

or confidential information of any third party who may disclose such information to a Party in the course of a Party's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of the receiving Party, (y) is disclosed to the receiving Party by a third party without restrictions on disclosure, or (z) was in the receiving Party's lawful possession prior to the disclosure and was not obtained by the receiving Party either directly or indirectly from the disclosing Party. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that the receiving Party will first have given notice to the disclosing Party and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to a receiving Party by the disclosing Party is the sole and exclusive property of the disclosing Party or its suppliers or customers. Upon request by a disclosing Party, the receiving Party agrees to promptly deliver to the disclosing Party the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), a Party will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. TERMINATION This Agreement may be terminated by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement shall continue to govern the rights and obligations of the parties with respect to each Individual Client Referral made prior to the effective date of the Termination, regardless of the date that it is accepted, and any obligations thereunder shall survive the termination of this Agreement. If any Client terminates the relationship between Client and _____ and/or its agents, CREG shall have the absolute right to refer said Client to any other broker/agent it deems appropriate.

9. INDEMNIFICATION HOLD HARMLESS Each Party agrees to defend, indemnify and hold harmless the other Party ("**Indemnified Party**"), its agents, successors and/or assigns (collectively the "**Indemnified Affiliates**") from and against any and all liabilities, damages, costs, losses, and/or claims of any kind or nature which may be incurred by the Indemnified Party and/or Indemnified Affiliates as a result of, or in any way arising out of, the Other Party and/or its agents' actions, failure to act, and/or representation of any Client Referral, including, and without limitation, any breach of any duty owed to any Client and/or any breach of this Agreement.

10. ASSIGNMENT Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either of the Parties hereto without the prior written consent of the other Party.

11. MODIFICATIONS No modification or amendment of this Agreement shall be enforceable against a Party unless in writing and signed by the Party against whom such modification or amendment is sought to be enforced. No failure on the part of a Party to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

12. DISPUTE RESOLUTION AND GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of New Jersey, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in the Hackensack, State of New Jersey, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings. Notwithstanding the foregoing, any controversy or claim arising from or relating to a Commission due under this Agreement or the breach thereof may be settled by arbitration administered by either the American Arbitration Association in New Jersey under its Arbitration Rules for the Real Estate Industry, the National Association of Realtors, or other Arbitration forum selected by _____. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13. SEVERABILITY In the event that anyone or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

14. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed as if an original, but all of which shall together constitute one and the same Agreement. Delivery of an executed counterpart by facsimile or other electronic means shall be sufficient to constitute delivery of an original executed agreement.

We have read the above, understand its terms and consent to be bound by this Agreement in its entirety.

IN WITNESS WHEREOF, the undersigned have affixed the signatures of their duly authorized representatives as of the Effective Date.

By: _____

Continental Real Estate Group, Corp.

By: _____
Derek Eisenberg, Managing Broker