

## HomeLight Referral Agreement for Agents

This agreement establishes a referral arrangement between HomeLight, Inc. ("HomeLight") and Gary Lanham ("Agent"). This agreement aims to use plain English so both parties understand our arrangement. We hope to have a long and mutually beneficial relationship.

### Definition of Referral

HomeLight matches buyers and sellers of real estate ("Clients") with a real estate agent who can best serve their needs. A "Referral" is defined as when HomeLight has recommended the Agent to the Client via phone or via the HomeLight website. After a Referral, HomeLight will attempt to introduce the Client to the Agent via phone, text, or email, but such introduction is not necessary for a Referral to be made.

### Referral Fee

In consideration for Referrals, the Agent agrees to pay HomeLight a referral fee through the Agent's employing broker as follows:

- A referral fee is triggered when a transaction closes within two years of the date of the Referral.
- The referral fee shall be 25% of the Agent's side of the gross commission. Gross commission is calculated as that received by the Agent's broker prior to any split of commission with the agent or any other brokers on the Agent's side of the transaction. The Agent will not owe any monthly or per-lead fees.
- If an Agent represents both a buyer and seller on the same transaction and one party is an HomeLight Referral, referral fee will be 25% of 1/2 of the total gross commission of the transaction.
- If an Agent represents both a buyer and seller on the same transaction where both parties are HomeLight Referrals, the referral fee will be 25% of the total gross commission.
- If an Agent represents a client referred by HomeLight in multiple transactions within two years of the date of the referral, the 25% referral fee will apply to these additional transactions. No fee shall apply to transactions after the two-year period.
- After the signing of a contract for a transaction resulting from a Referral, the Agent will promptly notify HomeLight via email or via the HomeLight website and indicate the expected closing date. The Agent will instruct the escrow officer to pay the resulting referral fee directly from escrow.

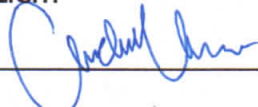
### Voluntary Participation

The Agent's participation in HomeLight's service is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this agreement, and referral fees (calculated per the above) will be due upon close of any transactions resulting from such Referrals.


### Fine Print

- The Agent is responsible for maintaining his or her real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities.
- In efforts to promote the Agent to the Clients, the Agent grants HomeLight permission to display online and elsewhere information we have gathered on the Agent such as transaction data and a photo.
- In the unlikely event of a legal dispute between HomeLight and the Agent, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party. This Agreement will be governed by California law, without regard to its conflict of laws provisions.
- The Agent is responsible for the real estate brokerage services provided to the Clients. The Agent agrees to indemnify and hold HomeLight harmless from any claims, costs, and damages incurred by HomeLight arising from claims by Clients regarding the brokerage services provided by the Agent.
- Any notices between HomeLight and the Agent are to be sent to the email addresses below.

### HOMELIGHT

  
 \_\_\_\_\_  
 Name: Andrew Uher  
 Date: 1/6/2017  
 Email: info@homeLight.com

### AGENT

DocuSigned by:  
  
 \_\_\_\_\_  
 Name: Gary Lanham  
 Date: 1/6/2017  
 Email: gary@lanhamassociates.com