



## Addendum A

### Premier Agent Flex Program

This addendum is effective the last date signed below (the “**Addendum Effective Date**”) and is between the undersigned Broker (“**Broker**”) and Zillow, Inc. (“**Zillow**”). Broker and Zillow entered into a Zillow Master Connection Agreement (the “**Agreement**”). This addendum is governed by the terms of the Agreement. In the event of any conflict between this addendum and the Agreement, this addendum will control. Capitalized terms not defined in this addendum have the meaning set forth in the Agreement.

The parties agree as follows:

- 1. Program Description.** During the Program Term (defined in Section 3), Zillow may connect an agent affiliated with Broker with potential clients (each, a “**PA Flex Connection**”). Broker will only refer a PA Flex Connection to a real estate agent who is (a) affiliated with the Broker, (b) a participant in this Program, and (c) actively licensed in the state where a transaction may occur (each agent, a “**Participating Agent**”).
- 2. Performance Requirements; Code of Conduct.** Broker will, and will require any Participating Agent, to perform the services governed by the Agreement and this addendum in a timely, diligent, and professional manner, consistent with industry standards. Broker will (to the extent applicable) meet, and take reasonable steps to have any Participating Agent meet, the Program performance standards set forth at <https://premieragent.zillow.com/re/flex-performance-terms/>. Such terms may be updated by Zillow from time to time and will take effect as of the date posted to the website. Broker will comply with, and will use Broker’s best efforts to ensure each Participating Agent complies with, the Zillow Code of Conduct below:

**Zillow Code of Conduct.** Zillow believes that all people deserve to be treated equally and with respect, regardless of their race, ethnicity, nationality, class, religion, belief, sex, language, sexual orientation, gender identity, age, health or other status. Zillow chooses to work with professionals who both share these values and embody them in their interactions with consumers, Zillow employees, and other professionals. In the event Zillow determines that Broker or a Participating Agent is not upholding these values, Zillow may take action to ensure the integrity of the services, including terminating Broker’s participation in the Program. Zillow may also terminate Broker’s participation in the Program in the event Broker or a Participating Agent is charged with or convicted of a crime, or Zillow otherwise believes Broker’s or a Participating Agent’s participation on the Zillow platform could harm the reputation and/or good standing of the services offered by Zillow.
- 3. Program Term.** This addendum will commence on the Addendum Effective Date and continue for one year (the “**Program Initial Term**”). Thereafter, this addendum will automatically renew for

successive one year periods (each, a “**Program Renewal Term**” and together with the Program Initial Term, the “**Program Term**”). Broker may terminate this addendum by providing Zillow with 30 days’ prior written notice. Zillow may terminate this addendum at any time. Broker’s obligation to pay Zillow for any Referral Fee (defined in Section 4(a)) for a PA Flex Connection provided to a Participating Agent during the Program Term will expressly survive the termination or expiration of this addendum and/or the Agreement.

4. **Payment.** Broker will pay Zillow a Referral Fee each time a Participating Agent completes a transaction with a PA Flex Connection. The Referral Fee is a payment pursuant to Section 8(C)(3) of the Real Estate Settlement Procedures Act. Zillow holds a real estate license in the state of Georgia; license number 76885.
  - a. **Referral Fee.** For the first purchase or sale of a property a Participating Agent completes with a PA Flex Connection (“**Transaction**”), Broker will pay Zillow at closing a percentage of the expected full commission to be received by Broker related to the Participating Agent’s side of the Transaction, before any splits (e.g., between agents and/or brokers) or other incentives (excluding incentives to the home buyer or home seller directly) have been subtracted (the “**Referral Fee**”). The Referral Fee for each Transaction will be the lesser of (i) 35% or (ii) the percentage specified at <https://premieragent.zillow.com/flex-pricing/>. The Referral Fee may vary by PA Flex Connection. Zillow may change the Referral Fee (including the percentage in Section 4(a)(i)) at any time by providing 15 days’ notice to Broker and posting the updated Referral Fee at <https://premieragent.zillow.com/flex-pricing/>. Any such Referral Fee changes will apply to all PA Flex Connections received by Broker after the 15 day notice period. Zillow will provide Broker an updated Order to Pay form (described in Section 4(c)) or such other documentation as is necessary for Broker to effectuate payment to Zillow per Transaction prior to the Transaction closing. Upon Zillow’s request, Broker will provide Zillow with documents supporting the commission Participating Agent was due to receive for a Transaction with a PA Flex Connection.
  - b. **Multiple Transactions.** In the event a Participating Agent closes a Transaction for a PA Flex Connection and any Participating Agent closes an additional transaction for the same PA Flex Connection within two years of the first transaction, then Broker will pay Zillow a Referral Fee at closing of such subsequent transaction (up to a total of two Transactions). These fees will be processed as any other Referral Fee under this Agreement.
  - c. **Exceptions to Referral Fee.** Except as provided in Sections 4(c)(i) and 4(c)(ii), Broker will pay Zillow the Referral Fee for all Transactions, regardless if Broker received a PA Flex Connection through another source, a Transaction is completed after the Term, or the Participating Agent moves to work under a new broker that is not participating in the Program (“**New Broker**”). Broker is not required to pay the Referral Fee for a PA Flex Connection only if:
    - i. **48 Hour Exception:** Within 48 hours after receiving a PA Flex Connection, Broker: (A) notifies Zillow via email at [transactioncoordinator@zillow.com](mailto:transactioncoordinator@zillow.com) that Broker received

such PA Flex Connection from another source prior to receiving it from Zillow; and (B) provides sufficient evidence, as determined by Zillow in its sole discretion, that Broker received the PA Flex Connection from another source prior to receiving it from Zillow and was actively working that connection (as shown by active 2-way communications in the prior 30 days).


- ii. **Two Year Limitation:** The Transaction takes place with a PA Flex Connection more than two years after Broker received such PA Flex Connection from Zillow.
  
- d. **Escrow Payment.** Except as provided in Section 4(e), Broker will ensure that any Referral Fee payable by Broker to Zillow will be paid from escrow. Prior to closing, Broker will complete and provide to the escrow agent (or closing agent) the Order to Pay form provided by Zillow (sample form attached as Exhibit A), listing the Referral Fee under the "Payee Commission Amount" such that Zillow receives all amounts owed by Broker directly out of escrow at closing of the Transaction. Zillow may update the Order to Pay form from time to time and Broker will use the updated version of the Order to Pay upon receiving it from Zillow.
  
- e. **Non-Escrow Payment.** Broker may pay a Referral Fee to Zillow outside of the escrow process only if Broker (1) receives Zillow's permission, which such permission will be determined by Zillow in its sole discretion or (2) if a Participating Agent completed a Transaction with a PA Flex Connection but Broker is unable to ensure Zillow is paid the Referral Fee from escrow through no fault of the Broker or Participating Agent.
  - i. **Zillow Permits Payment Outside of Escrow.** If Broker is eligible to pay outside of the escrow process because of Section 4(e)(1), then prior to the closing of any Transaction, Zillow will provide Broker with documentation containing proof of total commission, the projected Referral Fee, and Referral Fee payment instructions. Within seven days of the closing of a Transaction, Broker will process payment of the Referral Fee as set forth in the provided documentation and pay Zillow the Referral Fee.
  
  - ii. **Zillow Is Unable To Be Paid Through Escrow Through No Fault of the Broker or Participating Agent.** If Broker is eligible to pay the Referral Fee outside of the escrow process because of Section 4(e)(2), then Broker will advise Zillow of its inability to pay through escrow within three days of the closing. Upon notification to Zillow, Broker will work with Zillow to ensure the Referral Fee is paid within 15 days of the date of Broker's notification to Zillow.
  
  - iii. **Broker Fails to Comply with this Section.** If Zillow does not receive the Referral Fee in accordance with this Section 4(e) (e.g., Broker fails to notify Zillow as set forth above or Broker caused (either by action or inaction) the payment of the Referral Fee to not be processed through escrow), then Zillow may invoice Broker for all amounts owed, plus a \$500 late fee (which may be applied in


Zillow's reasonable discretion), and Broker will pay Zillow the Referral Fee and \$500 late fee (if applicable) within 15 days after Broker's receipt of the invoice.

- f. **Other Agreements.** Broker will not enter into any agreement that impacts Broker's obligation to pay Zillow the Referral Fee, including third party agent referral agreements, commission sharing/splitting agreements, or commission assignments.
  - g. **Participating Agent and New Broker.** If a Participating Agent begins working under a New Broker, Broker will promptly notify Zillow upon Participating Agent moving to the New Broker. Provided Zillow receives the Referral Fee from the New Broker or Participating Agent, Broker will not be responsible for the Referral Fee for that PA Flex Connection.
5. **Audit.** If Zillow reasonably believes that Broker has underpaid a Referral Fee or otherwise not complied with Section 4, then Zillow, upon reasonable notice and during normal business hours, may audit (or have a third party audit on Zillow's behalf) Broker's books and records to confirm the Referral Fee for any Transaction at Zillow's expense. For any audit that reveals that Broker has underpaid, Broker will promptly pay Zillow: (a) the amount of the underpayment and (b) the reasonable cost of the audit.
  6. **Collections.** If Broker fails to pay Zillow any Referral Fee owed under this Agreement, then Zillow may use a third party collections agency to assist Zillow in collecting the Referral Fee. Broker will pay all costs incurred by Zillow in collecting the Referral Fee.
  7. **Modification.** Zillow may modify this Addendum at any time upon not less than 30 day's written notice to Broker. Broker's failure to cancel within such 30 day period will be deemed acceptance of such revised terms.

**Zillow, Inc.**

**Broker**

Signature:   
 Name: Andrew Mellor  
 Title: Designated Broker  
 Date: 02/09/2021

Signature:   
 Name: Kirby Scofield  
 Title: \_\_\_\_\_  
 Date: 02/09/2021

Zillow verified  
 02/09/21 3:19 PM PST  
 JT6I-3M0F-FNJH-H6TG

### Exhibit A

## Order to Pay



This Order to Pay (the "Order") is issued in connection with the sale of the real property described below (the "Transaction").

Buyer Name(s): Andrew Zimmern		Seller Name(s):	
Property Address: 1822 W 4th St, Los Angeles, CA 90057		Property Sales Price: \$ 750,000.00	
Referred Brokerage Firm:		Zillow Transaction ID: ABC-1234-WZYZ	
Referred Real Estate Agent: Darnell Kinlaw		Referred Agent's Representation: <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller	
Referred Broker's Commission Rate: 3.5 %	Net Adjustment (after % calculation): <input checked="" type="checkbox"/> Plus \$ 400.00 <input type="checkbox"/> Minus	Referred Broker's Gross Commission: \$ 25,850.00	Closing Date (mm/dd/yyyy): 03/28/20

Zillow, as a brokerage, referred a party of this transaction to the Brokerage Firm above. At closing of the transaction, and pursuant to this Order, Brokerage Firm hereby instructs and authorizes Closing Agent / Escrow Agent to make the following referral payment out of Firm's gross commission proceeds.

Payee: Zillow, Inc.	Payee Commission Amount ( 35 % of Referred Broker's Gross Commission): \$ 9,047.50
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Zillow, Inc. is a licensed brokerage in the state of Georgia (license number 76885)

Payment Instructions	
<p><b>Check Instructions</b></p> <p>Pay to: Zillow, Inc.</p> <p>Print the transaction ID on the check memo: <b>ABC-1234-WZYZ</b></p> <p>Mail by USPS to this address: <b>Zillow, Inc. PO Box 734608 Dallas, TX 75373-4608</b></p> <p>Include a completed copy of this form and a copy of the final settlement statement(s) in the envelope.</p>	<p><b>Wire</b></p> <p>When paying by wire, please email a completed copy of this form and a copy of the final settlement statement(s) to <a href="mailto:transactioncoordinator@zillow.com">transactioncoordinator@zillow.com</a></p> <p>Bank Name: <b>JPMorgan Chase Bank NA</b> Bank Address: <b>JPMorgan Chase New York, NY 10004</b> SWIFT Code: <b>CHASUS33</b> ABA Routing Number: <b>021000021</b> Beneficiary Name: <b>Zillow, Inc.</b> Beneficiary HQ Address: <b>1301 2nd Ave Fl 31, Seattle WA 98101</b> Pay-To-Account Number: <b>1585321515</b> Special Instructions: Please include the payment ID and address in wire details exactly as follows: <b>ABC-1234-WZYZ 123 Main Street, Seattle, WA, 98102</b></p>
Verification: Please call (866) 805-2779 (5am - 5pm PT, Mon - Fri) if you need to verify payment instructions.	

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Designated Broker or Authorized Representative  
Referred Brokerage Firm



## Zillow Master Connection Agreement

This Zillow Master Connection Agreement (the “**Agreement**”) is effective the last date signed below (the “**Effective Date**”) and is between the undersigned broker (“**Broker**”) and Zillow, Inc. (“**Zillow**”).

The parties agree as follows:

- 1. Programs.** Over the term of this Agreement, Broker may participate in certain connection programs offered by Zillow (each a “**Program**”, collectively, the “**Programs**”). Broker and Zillow will execute an addendum for each Program, each of which will be incorporated herein by this reference.
- 2. Confidentiality.** For the purposes of this Agreement, “**Confidential Information**” means information about the disclosing party’s business or activities that is proprietary and confidential including the terms of this Agreement and all business, financial, technical, strategic, and other information of a party, which, by its nature or due to the circumstances surrounding its disclosure, ought in good faith to be treated as confidential. Confidential Information will not include information that (a) is in or enters the public domain without breach of this Agreement, (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (c) was known to the receiving party without confidentiality restrictions at the time of its receipt from the disclosing party, or (d) has been developed by the receiving party without reliance on the Confidential Information. Each Party (y) will not use, or disclose to any third party, any Confidential Information disclosed to it by the other party for any purpose except as expressly permitted in this Agreement, and (z) will protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Notwithstanding the foregoing, each party may disclose Confidential Information (i) on a “need-to-know” basis to its officers, directors, employees, agents, contractors, consultants, legal counsel, accountants, banks, and other financing sources and their advisors, and (ii) if required to be disclosed by law or judicial or other proceeding, provided that the receiving party notifies the disclosing party of such disclosure and affords the disclosing party a reasonable opportunity to seek protective legal treatment of such Confidential Information.
- 3. Representations and Warranties.** Each party represents and warrants that: (a) it has all necessary right, power and authority to enter into this Agreement and perform its obligations; (b) it will comply with all applicable laws, rules, and regulations (including all licensing requirements) in the course of performing this Agreement; and (c) the performance of its obligations will not violate any third party rights.
- 4. Indemnification.** Broker will defend and indemnify Zillow and its directors, officers, employees, contractors, agents, successors, and assigns from any damages, liabilities, losses, costs and expenses (including reasonable attorney fees and costs) resulting from any claim, suit, action, or proceeding brought by a third party against Zillow (a) relating to Broker’s participation in the

Programs or (b) resulting from or arising in connection with Broker's acts, omissions, negligence, or breach of this Agreement. Broker's defense and indemnification obligations are conditioned on Zillow doing the following: (x) giving prompt notice of the claim to Broker once Zillow becomes aware of the claim; (y) granting sole control of the defense and settlement of the claim to Broker (except Zillow's prior written approval will be required for any settlement that imposes any liability or obligation other than the payment of money damages); and (z) providing reasonable cooperation to Broker and, at Broker's request and expense, assistance in the defense or settlement of the claim. The failure to give notice to Broker within a reasonable time after the commencement of any claim under this section will relieve Broker of liability to Zillow under this Section, but only to the extent that such failure materially prejudices Broker's ability to defend such claim. Broker's indemnification obligations will not apply in the event the third party claim brought against Zillow results or arises solely from Zillow's gross negligence, willful misconduct, or fraud.

5. **Term and Termination.** This Agreement will commence on the Effective Date and continue for one year (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Broker may terminate this Agreement by giving Zillow 30 days' prior written notice. Zillow may terminate this Agreement at any time. The following sections will survive termination of this Agreement: Sections 2, 3, 4, 5, and 6.

6. **General Provisions.**

- a. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of arbitration will be King County, Washington or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. A party may apply to the arbitrator and seek injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party may, without waiving any other remedy, seek from any state or federal court sitting in King County, Washington any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The award of the arbitrators will be accompanied by a reasoned opinion. Except as may be required by law and for disclosure in confidence to the parties' respective attorneys, tax advisors and other similar representatives, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. If this Section is unenforceable for any reason, then any controversy or claim arising out of or relating to this Agreement will be governed by Section 6(b).


- b. **Governing Law, Venue, and Attorneys' Fees.** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws principles. Subject to Section 6(a), the parties consent to the exclusive jurisdiction and venue of the state and federal courts sitting in King County, Washington for all disputes arising out of or relating to the subject matter hereof. The prevailing party in any dispute concerning the subject matter hereof will be entitled to recover its reasonable attorneys' fees.
- c. **Communications.** Broker represents that Broker consents, and each of Broker's agents has consented, to being contacted by Zillow via mobile phone (text and/or phone calls) and/or in-app messaging and communications. To the extent under Broker's control, Broker acknowledges that calls between Broker (including Broker's agents) and consumers or Zillow employees may be recorded for quality control, training, and other internal business purposes. For certain services provided by Zillow, Broker acknowledges that call recording may not be disabled by Broker.
- d. **Notices.** Unless otherwise specified herein, any notice in connection with this Agreement must be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed effective upon (w) personal delivery, (x) one day after deposit with an overnight express courier, (y) upon confirmation of receipt of e-mail, and or (z) five days after deposit in the mail. Notices must be sent to a party at its address set forth below or such other address as that party may specify in writing pursuant to this section.
- e. **Severability, Amendments, and Waiver.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Except as provided for in this Agreement or an addendum, this Agreement may be modified, or any rights under it waived, only by a written document referencing this Agreement and signed by both parties.
- f. **Assignment.** This Agreement may be assigned only with the prior written consent of the other party (which consent will not be unreasonably withheld), except that Zillow may assign this Agreement to its successor-in-interest in connection with (i) a merger, consolidation, or similar corporate transaction or (ii) a sale of all or substantially all of its assets or sale of the portion of its assets to which this Agreement pertains.
- g. **Independent Parties.** The parties intend to be independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. The parties do not intend for the terms and conditions of this Agreement to be construed to create or imply any partnership, agency, or joint venture.

- h. **Authority to Bind.** Each person executing this Agreement represents that he or she has full and legal authority to execute this Agreement for and on behalf of the respective party for which he or she is executing this Agreement and to bind that party.
- i. **Zillow Policies.** Broker's participation in the Programs is subject to the Zillow Terms of Use (located at <https://www.zillow.com/corp/Terms.htm>) and the Zillow Privacy Policy (located at <https://www.zillowgroup.com/zg-privacy-policy/>).
- j. **Entire Agreement.** This Agreement is the entire statement of the agreement between the parties as to the subject matter hereof and supersedes all communications (written or oral) between the parties related thereto.

The parties hereby execute this Agreement as of the Effective Date.

**Zillow, Inc.**


**Broker**

Signature: 

Name: Susan Daimler

Title: SVP, Zillow Premier Agent

Date: 02/09/2021

Signature:  Zillow verified  
02/09/21 3:19 PM PST  
BR20-UPBN-2V2C-NFKB

Name: Kirby Scofield

Title: \_\_\_\_\_

Date: 02/09/2021

Addresses: 1301 Second Avenue, Floor 31  
Seattle, WA 98101  
Attn: Premier Agent Flex Pricing  
Email:  
[flexpartnersupport@zillowgroup.com](mailto:flexpartnersupport@zillowgroup.com)

Address(es): Scofield Realty, Inc  
5510 S Fort Apache Road, Suite 1  
Las Vegas, NV 89148  
[kirby@scofieldrealty.com](mailto:kirby@scofieldrealty.com)

With a copy to:

Zillow Group Legal, Floor 31  
Seattle, WA 98101  
[legal@zillowgroup.com](mailto:legal@zillowgroup.com)

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