

PartnerUp Referral Program – Pilot

Terms & Conditions

Updated: 9/27/23

These Terms & Conditions (“**Terms**”) establish the terms and conditions under which Side partners may participate in Side’s PartnerUp Referral Program – Pilot (the “**Program**”).

Qualifications for Referring Partners

The Program is open to select Side founding partners on an invite-only basis.

In order to participate in the Program, an invited founding partner must:

- Hold real estate license in good standing and associated with Side’s brokerage license;
- Be in good standing and current on any fees or other amounts due to Side, such as the Platform Fee, commission adjustments, etc.; and
- Be in good standing with all applicable regulatory agencies and current on all association fees, MLS dues and any mandatory market-based fees, as applicable.

Partners who fulfill the requirements above and submit a referral under the Program shall be referred to as “**Participants**.”

In order to be entitled to payment under the Program, Participants must actively participate in the sales process, including a successful introduction between the referral and Side sales team, and other sales activities, as communicated by the Side sales and marketing teams.

Side retains the right to determine which individuals may participate in the Program and may remove a partner from participation in the program at any time, in its sole discretion.

Qualifications for Referred Partners

Participants should refer agents who would be a good fit for a founding partner at Side.

Referred partners must meet all the following criteria:

- Referral meets Side’s qualification standards for a “Partner Qualified Lead,” which are:
 - At least \$30 million annual production
 - At least \$500,000 average home sale price
 - At least 40% of transactions are list-side, rather than buy-side
- Referral cannot be an active prospect with Side; and
- Side must approve each referral in order for it to be eligible for the Program. (See “How to Make a Referral / Referral Process” section, below.)

Individuals who fulfill the requirements above and are submitted by a Participant under the Program shall be referred to as “**Qualified Referrals.**”

Payment

If a Qualified Referral (a) executes an independent contractor agreement (“**ICA**”) within 3 months of the initial referral; and (b) and associates her/his real estate license with Side within 3 months of ICA signing, the referring Participant will be entitled to a portion of the net revenue that Side receives from that Qualified Referral’s new partner company.

Revenue to Side is defined as Side’s net portion of the Qualified Referral’s team Gross Commission Income (“**GCI**”) and excludes any fees or other amounts paid by the Qualified Referral’s team to Side, such as the Platform Fee.

Credit for a Qualified Referral may not be split among more than one Participant.

Payments to Participants shall be made on a quarterly basis to the referring Participant’s team share account.

The referring Participant’s share of of GCI for a Qualified Referral who launches with Side is as follows:

- Qualified Referrals who sign an ICA *on or before* December 31, 2023 – **10% of Side’s portion of team GCI**
- Qualified Referrals who sign an ICA *after* December 31, 2023 – **6.5% of Side’s portion of team GCI**

Participants are solely responsible for the timely payment of any taxes that arise from or are related to payments under the Program.

To the extent adjustments are made to a Qualified Referral’s team GCI after payment is made to Participant, Participant agrees to repay any overpayment made to Participant within 7 days of Side’s written request. If Participant fails to repay any overpayment within 7 days,

Side reserves the right to collect this amount by deducting the amount from Participant's bank account on file with Side for payment of commissions, charging this amount to Participant's payment method on file with Side's payment processing provider, or deducting the amount due from any commissions or other payments due to Participant.

Termination of Payment

Payments under the Program will cease upon any of the following events:

- Referring Participant leaves Side, becomes a Side referral-only agent, or is acquired by a third-party unaffiliated with Side;
- Qualified Referral disassociates from Side or is no longer a founding partner with Side (i.e., becomes an associate or referral-only agent); or
- Qualified Referral's company is acquired by a third-party unaffiliated with Side or becomes a sub-team for another Side partner company.

How to Make a Referral / Referral Process

Referrals should be submitted through the form located here.

Once submitted, Side will "qualify" the referral and notify the Participant in writing whether the referral has been accepted (typically within 24 hours).

If the referral is not accepted in writing by Side within 14 days, it shall be deemed rejected and may be submitted by another Participant or resubmitted by the original submitting Participant at a later time.

Expiration of Qualified Referral

If a Qualified Referral has not attended a Side "Discovery Day" within 30 days of qualification, the Qualified Referral shall be deemed expired and may be submitted by another Participant or resubmitted by the original submitting Participant at a later time.

If a Qualified Referral does not either (a) execute an ICA within 3 months of the initial referral; or (b) associate her/his real estate license with Side within 3 months of ICA signing, the Qualified Referral shall be deemed expired and may be submitted by another Participant or resubmitted by the original submitting Participant at a later time.

Participants will not be entitled to payments related to an expired Qualified Referral, even if the Qualified Referral ultimately launches with Side.

Indemnification

Program Participants hereby agree to indemnify, defend, and hold Side harmless from any and all disputes, claims, investigations, arbitrations, litigation, costs, damages, or attorneys' fees that relate to Participant's participation in the Program, including but not limited to, Participant's failure to withhold or pay any applicable taxes or fees related to payments under the Program.

Changes to this Program

Side may change and/or modify these Terms at any time in Side's sole discretion. Any modification to these Terms does not require future acknowledgment or signatures from a Participant in order for the Participant to continue to participate in the program. A Participant's submission of a referral or acceptance of payment under the Program after the Terms have been updated and/or modified shall be deemed acceptance of the modified Terms.

Acknowledgment

By submitting a referral, you acknowledge and agree to be bound by these Terms & Conditions, as may be modified from time to time, in Side's sole discretion.