MASTER REFERRAL AGREEMENT

CCAI, LLC — DBA — Conversion Coaching AI

ISA Seller Referral Program — Oct 2026

This Master Referral Agreement (the "Agreement") is effective as of the Effective Date below, by and among the parties identified in this Agreement.

Effective Date: _____

Referring Firm ("CCAI"): CCAI, LLC (DBA Legacy Northwest Homes / ConversionCoaching.AI). Principal office: Post Falls, Idaho. Washington brokerage office (Legacy Northwest Homes): 218 Main Street #556, Kirkland, WA 98033. Federal ID 99-1923339. Chad Storey, Designated Broker / Founder. 425-269-4087. chad@conversioncoaching.ai.

Receiving Brokerage ("Brokerage") and Receiving Agent ("Agent"): the real estate brokerage and licensed agent identified in Exhibit A, which is incorporated into and forms part of this Agreement. Brokerage and Agent are together the "Receiving Parties" and are jointly and severally bound by this Agreement. "Licensee" means the Agent and every Realtor, real estate agent, broker, licensee, team member, assistant or other person working with, for or under Agent or Brokerage. Every obligation of Agent in this Agreement also binds each Licensee, and Brokerage is responsible for each Licensee's compliance.

RECITALS

(A) CCAI owns and operates a large-scale, private database of motivated sellers and motivated buyers. This database and all prospect information in it are CCAI's proprietary property.

(B) CCAI's sales team, including its Inside Sales Agents ("ISAs"), nurtures these buyers and sellers through a combination of automated systems, artificial intelligence and direct human involvement, then qualifies and live-transfers them to licensed real estate agents.

(C) CCAI invests substantially in its database, marketing, lead sources, automation, AI tools, platforms, ISA staff time and management resources to produce those prospects.

(D) Receiving Parties wish to receive CCAI-supplied prospects and agree that every such prospect is referred subject to CCAI's Referral Fee and the protections in this Agreement.

(E) This is a master agreement. It governs every CLIENT referred during the relationship without a separate referral form per CLIENT.

(F) CCAI rewards the ISA who generated each CLIENT with an Active Listing Bonus when that CLIENT's listing goes live. The bonus is the ISA's incentive to keep generating more business for Receiving Parties.

SECTION 1 — CORE COVENANTS (each initialed by Agent and Broker)

1.1 **CLIENT defined.** "CLIENT" means any buyer, seller, lessor, tenant or other prospect, past or present, whose name or contact information is introduced, transferred, assigned or disclosed to Brokerage, Agent or any Licensee by CCAI or its ISAs by any method: live transfer, warm transfer, call, text, email, CRM assignment, calendar booking, or shared list. CLIENT also includes the CLIENT's spouse, domestic partner, co-owners, co-buyers, heirs, trusts and entities they control.

Agent initials: _____ Broker initials: _____

1.2 **All referrals covered.** This Agreement applies to every CLIENT referred, transferred or assigned by CCAI to any Realtor, agent or Licensee at any time during Receiving Parties' relationship with CCAI, whether the CLIENT was assigned to the named Agent or to any other Licensee, and to every CLIENT whose information any Licensee was able to view in CCAI systems. It applies whether or not a transaction was discussed at transfer, and whether or not a separate referral form was signed for that CLIENT.

Agent initials: _____ Broker initials: _____

1.3 **Referral Fee.** For each CLIENT, Brokerage shall pay CCAI a Referral Fee of **_____ % of the Gross Commission** (default **35%** if blank) earned by Brokerage on every transaction involving that CLIENT, on either or both sides, including listings, purchases, leases, dual agency, and any additional properties the CLIENT buys or sells during the Protection Period. "Gross Commission" means total compensation paid to Brokerage before any split, franchise royalty, cap, desk fee, E&O, transaction fee or other deduction.

Agent initials: _____ Broker initials: _____

1.4 **Active Listing Bonus.** Congratulations on taking a listing active: you are in the game. For every CLIENT listing that goes active, Agent shall pay CCAI an **Active Listing Bonus of $150**. This bonus is paid to CCAI and passed through to the ISA who generated the CLIENT. It is the ISA's tip and spiff, and the incentive that keeps CCAI's ISAs generating more business for Agent. A listing is "active" once it is live on the MLS, Zillow and Realtor.com for the world to see. If a listing is withheld from Zillow or Realtor.com, or marketed off-MLS or as an office exclusive, the bonus is owed when the listing is first publicly marketed. The Active Listing Bonus is earned when the listing goes active, is **in addition to** the Referral Fee, is not contingent on closing, and is non-refundable if the listing later expires, is withdrawn or is cancelled. It is owed on each listing, including relists and additional properties of the same CLIENT.

Agent initials: _____ Broker initials: _____

1.5 **Protection Period.** The Referral Fee is owed on any transaction for which a purchase and sale agreement, listing agreement or lease is signed within **_____ months** (default **36 months** if blank) after the date the CLIENT was first referred, and on any transaction that closes after that period if it was under contract within it. The Protection Period survives termination of this Agreement and of Agent's affiliation with Brokerage.

Agent initials: _____ Broker initials: _____

1.6 **Follows the CLIENT.** If Agent changes brokerages, or Brokerage refers, assigns or hands off a CLIENT to any other agent, team, brokerage or affiliate, the Referral Fee is still owed to CCAI in full. The new brokerage's payment obligation does not release Brokerage or Agent.

Agent initials: _____ Broker initials: _____

1.7 **Confidentiality.** All CLIENT information (name, phone, email, address, property, motivation, timeline, preferences, call recordings, ISA notes) is confidential and proprietary to CCAI and is provided solely so Agent can perform licensed real estate services.

Agent initials: _____ Broker initials: _____

1.8 **No disclosure or sale.** Receiving Parties shall not share, sell, rent, publish, upload to a third-party database, or disclose any CLIENT information to any person or company, including other agents, lenders, title, contractors, relatives or friends, without written permission from CCAI's founder, Chad Storey. Disclosure to a lender, escrow or title company that is necessary to close a CLIENT's transaction is permitted.

Agent initials: _____ Broker initials: _____

1.9 **No re-referral.** Receiving Parties shall not refer any CLIENT to another agent or brokerage, in any state, without prior written permission from Chad Storey. Any permitted re-referral remains subject to CCAI's full Referral Fee.

Agent initials: _____ Broker initials: _____

1.10 **Return of CLIENT.** If Agent cannot or will not serve a CLIENT, Agent shall notify CCAI in writing within 2 business days and return all CLIENT information. The CLIENT remains protected under Section 1.5.

Agent initials: _____ Broker initials: _____

1.11 **No circumvention.** Receiving Parties shall not direct a CLIENT to sign with, or close through, any other person or entity to avoid the Referral Fee, and shall not claim a CLIENT as a personal, sphere, open-house or prior lead unless that claim is documented in writing to CCAI within 48 hours of the live transfer. Undocumented claims are waived.

Agent initials: _____ Broker initials: _____

1.12 **Prior verbal agreement.** Receiving Parties acknowledge that the terms of Sections 1.1 through 1.11 reflect the verbal agreement in place with CCAI before the Effective Date, and apply to all CLIENTS previously referred.

Agent initials: _____ Broker initials: _____

SECTION 2 — PAYMENT, DISBURSEMENT AND REPORTING

2.1 **Wired at closing, through escrow.** Brokerage shall list CCAI, LLC as a payee on its commission disbursement authorization (CDA) and instruct escrow/title to wire the Referral Fee directly to CCAI's account at closing. Checks and mailed payments are not accepted. If escrow cannot wire directly, Brokerage shall wire the Referral Fee to CCAI within **3 business days** after Brokerage receives its commission.

2.2 **Payee and wire instructions.** Payee: **CCAI, LLC**, Post Falls, Idaho, Federal ID 99-1923339. Payment is by wire transfer only, to the account in CCAI's signed Wire Instruction Letter, provided separately to Brokerage and escrow. Before the first wire on any transaction, escrow or Brokerage shall verbally confirm the instructions by calling Chad Storey at 425-269-4087. Any change to wire instructions is valid only if confirmed by that phone call; emailed changes alone must be disregarded. A wire sent to the wrong account because these steps were skipped does not satisfy the Referral Fee. Brokerage shall email the CDA, settlement statement, property address and wire confirmation to CCAI on the day of each wire. Sales associates may not

modify the Referral Fee.

2.3 **Brokerage-to-brokerage only.** The Referral Fee is paid by Brokerage to CCAI as licensed firm to licensed firm. Agent shall not pay or receive any portion of the Referral Fee personally. The Active Listing Bonus under Section 1.4 is the only amount Agent pays CCAI directly.

2.4 **Active Listing Bonus billing; card on file.** Agent shall keep a valid credit card on file with CCAI. Once a CLIENT listing is live on the MLS, Zillow and Realtor.com, CCAI will invoice Agent $150 and **charge the card on file $150 for each active listing**. Agent authorizes these charges for every active CLIENT listing during the Protection Period. If a charge is declined, Agent shall pay the invoice within 5 business days. Unpaid bonuses accrue interest under Section 2.9, and Brokerage and Agent are jointly and severally liable for them. Card details are collected through CCAI's secure billing system, never written into this Agreement.

2.5 **Taxes.** Out-of-state receiving parties are solely responsible for any state excise or similar tax on referral payments (including Hawaii General Excise Tax). CCAI's Referral Fee is paid in full, not reduced by those taxes.

2.6 **Status reporting.** Agent shall update CCAI (by CRM, email or the CCAI reporting form) within **48 hours** of each of these milestones for any CLIENT: appointment held, listing or buyer agreement signed, listing taken active (with MLS number), mutual acceptance, and closing or termination. Agent shall also respond to CCAI status requests within 2 business days.

2.7 **Notice of contract.** Within **2 business days** of mutual acceptance on any CLIENT transaction, Brokerage shall send CCAI the property address, price, expected close date, escrow/title contact, and a copy of the CDA once prepared.

2.8 **Audit right.** For the Protection Period plus 12 months, CCAI may request, and Brokerage shall provide within 10 business days, transaction records sufficient to verify Referral Fees owed on any CLIENT, including MLS history and settlement statements.

2.9 **Late payment.** Unpaid Referral Fees and Active Listing Bonuses accrue interest at 12% per year (or the maximum lawful rate, if lower) from the due date until paid.

SECTION 3 — BREACH, DAMAGES AND GENERAL TERMS

3.1 **Unpaid fee.** If a Referral Fee or Active Listing Bonus is not paid when due, Brokerage and Agent are jointly and severally liable for the full amount owed, interest, and CCAI's collection costs.

3.2 **Liquidated damages for confidentiality and re-referral breaches.** Because CCAI's lead costs and lost CLIENT value are hard to measure, Receiving Parties agree that each breach of Sections 1.7, 1.8, 1.9 or 1.11 causes CCAI damages reasonably estimated at **$5,000 per occurrence**, payable within 10 days of written demand. If a breach also causes a lost Referral Fee, CCAI may instead recover the actual lost Referral Fee if greater.

Agent initials: _____ Broker initials: _____

3.3 **Equitable relief.** CCAI may seek an injunction or specific performance to stop misuse of CLIENT information, in addition to money damages.

3.4 **Attorneys' fees.** The prevailing party in any action to enforce this Agreement recovers reasonable attorneys' fees and costs, including on appeal and in collection.

3.5 **Governing law and venue.** Washington law governs. Exclusive venue is King County, Washington, unless nonwaivable law requires otherwise.

3.6 **Term and termination.** Either party may end future referrals by written notice. Termination does not affect any CLIENT referred before termination, whose Protection Period, fee and confidentiality obligations survive.

3.7 **No agency or employment.** Receiving Parties are independent licensees. Brokerage supervises Agent's services to CLIENTS and is responsible for its own license compliance, E&O coverage and conduct. Receiving Parties indemnify CCAI against claims arising from their services to CLIENTS.

3.8 **Notices.** Written notice may be delivered by hand, overnight courier, certified mail, or email with confirmation to the addresses in this Agreement and Exhibit A.

3.9 **Severability.** If any provision is unenforceable, it is limited to the extent necessary and the rest remains in effect.

3.10 **Entire agreement; counterparts.** This Agreement, with Exhibit A (Receiving Brokerage and Agent Information), is the entire referral agreement between the parties and controls over any conflicting referral form. Amendments must be in writing and signed by CCAI. Electronic signatures and counterparts are valid.

3.11 **Attorney review.** Each party has had the opportunity to consult independent legal and tax advisors before signing.

SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

REFERRING FIRM — CCAI, LLC

Signature: _____

Printed name: Chad B. Storey

Title: Designated Broker / Founder

Date: _____

RECEIVING BROKERAGE — Designated / Principal Broker

Signature: _____

Printed name: _____

Title: _____

Date: _____

RECEIVING AGENT

Signature: _____

Printed name: _____

Date: _____

WITNESS (optional)

Signature: _____

Printed name: _____

Date: _____

EXHIBIT A — RECEIVING BROKERAGE AND AGENT INFORMATION

This exhibit is incorporated into and forms part of the Master Referral Agreement. Receiving Parties shall notify CCAI in writing within 5 business days of any change to this information.

Receiving Brokerage ("Brokerage")

Firm name _____

Street address _____

City / State / ZIP _____

Principal Broker _____

Firm license no. _____

Federal ID (W-9) _____

Phone _____

Email _____

Receiving Agent ("Agent")

Full name _____

License no. / State _____

MLS no. _____

Mobile phone _____

Email _____

Active Listing Bonus — Card Authorization

Agent authorizes CCAI, LLC to charge the credit card Agent keeps on file in CCAI's secure billing system **$150 for each CLIENT listing taken active** (live on the MLS, Zillow and Realtor.com), as provided in Sections 1.4 and 2.4 of the Agreement. This authorization stays in effect for the Protection Period of every CLIENT referred. Congrats on every listing you take active: you are in the game.

Cardholder name _____

Card type / last 4 digits _____

Do not write the full card number on this form. Enter it only in CCAI's secure billing link.

Broker initials: ☐ Agent initials: ☐ CCAI initials: ☐