



Addendum B

Premier Agent Seller Experience Program

This Addendum B (“**Addendum B**”) is effective the last date signed below (the “**Addendum Effective B Date**”) and is between the company identified in the signature block (“**Broker**”) and Zillow, Inc. (“**Zillow**”). Broker and Zillow entered into a Zillow Master Connection Agreement (the “**MCA**”) and Addendum A (collectively, the “**Agreement**”). This Addendum B is governed by the terms of the MCA. In the event of any conflict between this Addendum B and the Agreement, this Addendum B will control. Capitalized terms not defined in this Addendum B 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 interested in selling their home or purchasing a new home in connection with the potential sale of their existing home (each, a “**Seller Connection**”). Broker will only refer a Seller Connection to a real estate agent who is (a) affiliated with the Broker, (b) a participant in this Program (a participant in this Program must have signed a Seller Experience Program “Addendum B”), and (c) actively licensed in the state where a transaction may occur (each agent, a “**Participating Seller Agent**”).
2. **Performance Requirements; Code of Conduct.** Broker will, and will require any Participating Seller Agent, to perform the services governed by the Agreement and this Addendum B in a timely, diligent, and professional manner, consistent with industry standards. Broker acknowledges that Broker and its Participating Agents are required to comply with federal, state, and local anti-discrimination laws, including the Fair Housing Act, and will not consider the legally protected characteristics of a Seller Connection or of the neighborhood in which the subject property is located while providing real estate services to the Seller Connection. Broker acknowledges that as part of the Seller Connection program, potential clients are provided a Showcase listing. Agents are required to have a valid Listing Showcase subscription for the duration of their participation in order to receive Seller Connections. Broker will (to the extent applicable) meet and take reasonable steps to have any Participating Seller Agent meet the Program requirements and performance standards provided by Zillow to Broker and each Participating Seller Agent, and as set forth at <https://www.zillow.com/z/flex-performance-terms/seller-connection-standards/>. Such terms may be updated by Zillow from time to time and will take effect as of the date as of the date posted to the website. Broker will comply with, and will use Broker’s best efforts to ensure each Participating Seller 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, 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 Seller 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 Seller Agent is charged with or convicted of a crime, or Zillow otherwise believes Broker's or a Participating Seller Agent's participation on the Zillow platform could harm the reputation and/or good standing of the services offered by Zillow.

Leaderboards. As part of the Premier Agent Seller Experience Program, Zillow may disclose Broker's or a Participating Seller Agent's name and respective performance metrics related to their ongoing participation in the Seller Experience Program to other Seller Experience agent participants and their brokerages for the purpose of offering an active Seller Experience leaderboard ("Leaderboards") as applicable based on your status. For the avoidance of doubt, the metrics disclosed in the Leaderboards will not be in contravention of the terms contained in Section 2 of the MCA.

3. **Program Term.** This Addendum B will commence on the Addendum B Effective Date and continue for one year (the "**Program Initial Term**"). Thereafter, this Addendum B 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 B by providing Zillow with 30 days' prior written notice. Zillow may terminate this Addendum B at any time. Broker's obligation to pay Zillow for any Referral Fee (defined in Section 4(a)) for a Seller Connection provided to a Participating Seller Agent during the Program Term will expressly survive the termination or expiration of this Addendum B and/or the Agreement.
4. **Payment.** Broker will pay Zillow a Referral Fee each time a Participating Seller Agent completes a transaction with a Seller 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 Seller Agent completes with a Seller 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 as specified at <https://www.zillow.com/premier-agent/flex-pricing/>. The Referral Fee may vary by Seller Connection. Zillow may change the Referral Fee at any time by providing 15 days' written notice to Broker and posting the updated Referral Fee at <https://www.zillow.com/premier-agent/flex-pricing/>. Any such Referral Fee changes will apply to all Seller Connections received by Broker after the 15-day notice period. Zillow will provide Broker with such documentation as is necessary for Broker to effectuate payment to Zillow per Transaction prior to the Transaction closing, which may include an Order to Pay form. Upon Zillow's request, Broker will provide Zillow with documents supporting the

commission Participating Seller Agent was due to receive for a Transaction with a Seller Connection.


- b. **Multiple Transactions.** In the event a Participating Seller Agent closes a Transaction for a Seller Connection and any Participating Agent closes an additional transaction for the same Seller Connection within two years after the 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(b), 4(c)(i), and 4(c)(ii), Broker will pay Zillow the Referral Fee for all transactions owed under this Addendum B, regardless if Broker received a Seller 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 Seller Connection only if:
 - i. **48 Hour Exception:** Within 48 hours after receiving a Seller Connection, Broker: (A) notifies Zillow that Broker received such Seller 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 Seller 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 Seller Connection more than two years after Broker received such Seller 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 each Transaction's escrow. Prior to closing, Broker will complete and provide to the escrow agent (or closing agent) the documentation provided by Zillow listing the Referral Fee such that Zillow receives all amounts owed by Broker directly out of escrow at closing of the Transaction. Zillow may update the documentation (which may include an Order to Pay form) from time to time and Broker will use the most updated version of the documentation upon receiving it from Zillow.
- e. **Non-Escrow Payment.** Broker may pay a Referral Fee to Zillow outside of the escrow process only if (1) Broker receives Zillow's permission, which such permission will be determined by Zillow in its sole discretion or (2) a Participating Seller Agent completed a Transaction with a Seller Connection but Broker is unable to ensure Zillow is paid the Referral Fee from escrow through no fault of the Broker or Participating Seller Agent.
 - i. **Zillow Permits Payment Outside of Escrow.** If Zillow allows Broker to pay the Referral Fee outside of escrow, then prior to the closing of any Transaction, Broker will provide Zillow with documentation containing proof of total commission and the projected Referral Fee. Upon receipt of the documentation, Zillow will provide Broker with Referral Fee payment instructions. Broker will

process payment of the Referral Fee as set forth in the provided documentation and pay Zillow the Referral Fee within 15 days of the date of Transaction.

- ii. **Zillow Is Unable To Be Paid Through Escrow Through No Fault of the Broker or Participating Seller 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 to Zillow 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 or a Participating Seller Agent 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 and Broker will pay Zillow the Referral Fee 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 Seller Agent begins working under a New Broker, Broker will promptly notify Zillow upon Participating Seller Agent moving to the New Broker. Provided Zillow receives the Referral Fee from the New Broker or Participating Seller Agent, Broker will not be responsible for the Referral Fee for that Seller 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, records, and other documentation related to the Transaction in question to confirm the Referral Fee for such 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 B 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.
8. **Non-Disparagement and Non-Interference.** The parties acknowledge that each Seller Connection has the right to choose their own settlement service provider, including which lender they use. Broker has no obligation or requirement to refer customers to Zillow's affiliated lender, Zillow

Home Loans (“**ZHL**”). Broker will not disparage ZHL nor will Broker purposefully interfere with a Seller Connection’s existing relationship with ZHL.

Zillow

Signature: 
Name: Tim Mallowney
Title: Designated Broker
Company: Zillow, Inc.
Date: _____

Broker

Signature: _____
Name: _____
Title: _____
Broker License Number: _____
Date: _____
Brokerage: _____