



AGREEMENT TO INTRODUCE POTENTIAL IBUYERS AND PARTICIPATE IN EXP REALTY'S EXPRESS OFFERS

This Agreement to Introduce Potential iBuyers and Participate in eXp Realty's Express Offers (this "**Agreement**") is a binding agreement between you and us. eXp Realty, LLC, a Washington limited liability company, and each of its subsidiaries will be referred to herein as "**eXp Realty**," "**we**," "**our**," "**us**," or by similar terminology. This Agreement starts when it is signed and returned to us, provided that it is not modified in any way.

BACKGROUND

- A. You own the home located at that street address set forth in this Agreement (your "**home**").
- B. We are a full-service real estate brokerage firm offering real estate brokerage services to clients throughout the United States. We represent clients, commonly referred to as "iBuyers," that use our proprietary Express Offers web platform to locate and purchase homes meeting certain criteria for various investment purposes which may include renting the home to tenants, or reselling the home to a third-party buyer for a higher price.
- C. You have requested that we make your home available to our iBuyers and attempt to obtain one or more formal written purchase offers (or "Express Offers") from them and present it to you, all in accordance with the terms of this Agreement.

AGREEMENT

In consideration for the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, each of the undersigned agree as follows:

1. Request to Obtain Letters of Intent and Express Offers. You request that we present your home to our iBuyers through our Express Offers web platform for the purpose of obtaining one or more of the following: (i) a Letter of Intent setting forth the proposed terms upon which they would be willing to purchase your home, and (ii) an Express Offer from them to purchase your home.
2. Your Representations and Warranties to Us. You make each of the following representations and warranties to us with the understanding that we will rely upon each of them, and that without any of them we would not have entered into this Agreement with you: (a) you are either the only owner of your home, or, if you are not, then you have presented this Agreement to all of the owners of your home and have the authority to enter into this Agreement on behalf of all of the owners of your home; (b) you have obtained, or have had the opportunity to obtain, either (i) a written appraisal report from a duly licensed appraiser in your area, or (ii) a CMA (that is, a comparable market analysis), a BPO (that is, a broker's price opinion), or a broker's opinion of value



from a duly licensed real estate salesperson in your area, reflecting the fair market value of your home in its present condition; (c) you are aware of your home’s fair market value (that is, the most probable price that a bona fide third-party buyer would be ready, willing and able to pay for your home assuming that neither you nor the third-party buyer are under pressure to buy or sell your home); (d) you understand that an iBuyer is willing to accept certain risks by purchasing your home at a purchase price and on those terms that may be set forth in any future purchase agreement, and that there is monetary value to an iBuyer for acceptance of such risks; (e) you acknowledge that any offer to purchase your home by an iBuyer will reflect a purchase price that you may consider to be below your home’s fair market value, but that an iBuyer considers to be fair market value when taking into consideration the additional risks that it would be exposed to by purchasing your home on terms that are favorable to you; (f) you understand that our iBuyers may intend to resell homes they purchase through our Express Offers web platform for a profit, which could include your home, if purchased; (g) you understand that after our iBuyer purchases your home, we may be listing your home for resale for the iBuyer shortly thereafter and that we stand to profit by earning a commission from any such resale; (h) you understand that you have no obligation to accept the proposed purchase terms of any iBuyer that are set forth in any Letter of Intent, or the iBuyer’s subsequent Express Offer to purchase your home, and that it is your responsibility to independently evaluate and decide whether to accept an offer from any iBuyer; (i) you understand that unless we represent you as your listing agent, we cannot advise you, and for so long as we are not your listing agent, nothing that we or our agents may say constitutes any such advice to you regarding whether or not to accept an iBuyer’s proposed purchase terms or an Express Offer to purchase your home; (j) your home is not currently listed for sale with a real estate brokerage firm other than us; (k) you acknowledge that this Agreement does not give rise to any form of real estate brokerage representation relationship between you and us, and that we do not represent you by virtue of entering into this Agreement; (l) you understand that you should seek, and have had the opportunity to seek, legal counsel in connection with this Agreement; (m) you understand and approve of our ability to generate a profit with respect to the sale of your home and potentially a second profit on the subsequent resale of your home by our iBuyer; (n) we make no guaranty to you that we will be successful in generating any Letter of Intent or any formal written purchase offer to purchase your home from an iBuyer, or any guaranty as to any price(s) or terms to be proposed by any iBuyer; (o) you are not relying upon any statements made or other information (aside from this Agreement) provided by any eXp agent concerning the operation of our Express Offers program; (p) you acknowledge and agree that if there is any conflict between the terms of this Agreement (inclusive of the provisions in the *Express Offers Questions and Answers*) and any statements made or other information (aside from this Agreement) provided to you about the Express Offers program, the terms of this Agreement will govern and control; (q) you acknowledge and agree that this Agreement will become binding upon eXp Realty when it is signed and returned to us provided that it is not modified in any way and that no alteration to this Agreement, regardless of whether or when discovered by eXp Realty, will be binding upon us or deemed accepted by us, unless approved in writing by eXp Realty; and (r) you acknowledge and agree that your failure to initial any page of this Agreement will not relieve you of having knowledge of and agreeing to the information on that page.

3. Waiver of Claims Against eXp Realty. You, on behalf of yourself and all other owners of your home, and each of your spouses, estates, executors, trustees, beneficiaries, heirs, devisees, affiliates, associates, employees, attorneys, agents, members, managers, officers, directors, subsidiaries, holding companies, predecessors, successors and assigns (collectively, “**Your Parties**”),



irrevocably release, waive and forever discharge and exonerate eXp Realty, and all of their respective members, managers, officers, directors, shareholders, parent corporation(s), holding companies, subsidiaries, predecessors, successors, assigns, affiliates, associates, employees, attorneys, real estate brokers, real estate salespersons, other agents, spouses, estates, executors, trustees, beneficiaries, heirs, devisees, and any other persons or entities acting in any manner for, under or on behalf of them (collectively, the “eXp Parties”), jointly and severally, from any and all demands, costs, claims, causes of action, losses, liabilities, penalties, debts, obligations, fees, expenses, damage awards, judgments, settlement amounts, and all other damages (including court costs, expert witness fees, and reasonable attorney’s fees) (collectively, “Claims”), existing or subsequently arising, known or unknown, fixed or contingent, suspected or unsuspected, whether based on tort, contract, statute, common law, or any other type of legal or equitable theory which could be asserted in any state court, federal court, arbitration or any other legal or administrative proceedings, including, without limitation, actual, compensatory, consequential, incidental, liquidated or punitive damages, which touch upon, concern, arise from, or relate in any way to any allegation that in any way conflicts with any of your representations and warranties in Section 2, above.

4. Agreement Constitutes Complete Defense. This Agreement may be asserted by the eXp Parties, or any of them, as a complete defense to any and all claims brought by or on behalf of Your Parties, or any of them, jointly and severally, arising from or relating to the Claims that you waived under Section 3, above.

5. Indemnification. You agree to unconditionally defend, indemnify and hold harmless the eXp Parties, jointly and severally, from and against all Claims made against the eXp Parties, or any of them, by any third-parties, due to, arising out of, or in connection with this Agreement and all documents incorporated by reference herein, including any claims related to or arising out of any breach of any of your representations and warranties in Section 2, above, except for those claims arising out of or due to the gross negligence, recklessness, or willful misconduct of eXp Realty.

6. Additional Provisions. Each of the undersigned has the power and authority to enter into this Agreement. All notices to be exchanged between the parties concerning this Agreement will be in writing. Electronic or portable document format (.PDF) signatures will be effective and binding upon you as though original signatures, and this Agreement may be executed in any number of counterparts, all of which together will constitute one instrument. The validity, construction, interpretation and administration of this Agreement will be governed by the laws of the State of Arizona, except that the real estate brokerage laws of the state in which your home is situated are to be applied. You and eXp Realty agree that in the event any action is commenced in connection with this Agreement, venue for such action or proceeding will be proper only in a court of competent jurisdiction located in Maricopa County, Arizona. You consent to personal jurisdiction in Arizona for purposes of such proceedings. You irrevocably waive any rights to assert an inconvenient forum in Arizona, you irrevocably waive rights to a jury trial regarding any issues under this Agreement, and you irrevocably agree to instead submit to a bench trial. This Agreement together with the *Express Offers Questions and Answers* sets forth the entire agreement between you and us concerning the subject matter herein, and fully supersedes any and all prior agreements or understandings between you and us pertaining to the subject matter under this Agreement. Should any provision of this Agreement be declared illegal or invalid, the validity of the remaining



provisions will not be affected, and such illegal or invalid provisions will be deemed to not be a part of this Agreement. In the event any provisions in this Agreement, and such other documents that are incorporated by reference are deemed to be ambiguous by a court of competent jurisdiction or any regulatory body having jurisdiction, such ambiguities will not be held against the drafter; all of the parties to this Agreement have participated in the preparation of this Agreement.

BY SIGNING BELOW, YOU ACKNOWLEDGE, AGREE AND UNDERSTAND THAT YOU SHOULD SEEK, AND HAVE HAD THE OPPORTUNITY TO SEEK, LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT AND THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY.

THIS AGREEMENT WILL BECOME BINDING UPON EXP REALTY WHEN IT IS SIGNED AND RETURNED TO US PROVIDED THAT IT IS NOT MODIFIED IN ANY WAY. NO ALTERATION TO THIS AGREEMENT, REGARDLESS OF WHETHER OR WHEN DISCOVERED BY EXP REALTY, WILL BE BINDING UPON US OR DEEMED ACCEPTED BY US, UNLESS APPROVED IN WRITING BY EXP REALTY. YOUR FAILURE TO INITIAL ANY PAGE OF THIS AGREEMENT WILL NOT RELIEVE YOU OF HAVING KNOWLEDGE OF AND AGREEING TO THE INFORMATION ON THAT PAGE.

STREET ADDRESS OF YOUR HOME:

You:

(Owner 1 - Sign Name)

(Owner 2 - Sign Name)

(Owner 1 – Print Name)

(Owner 2 – Print Name)

Date

Date