



Zöhme Membership & License Agreement

Terms & Conditions

This agreement governs your membership with Zöhme, LLC. When you sign up for Zöhme Membership you accept these terms, conditions, limitations and requirements.

We value your membership.

Term of Agreement:

This License Agreement shall be continuous so long as membership fees are current and all terms of this agreement are adhered to.

What We Are

Zöhme, LLC is a trademarked real estate marketing business and the exclusive provider of the Zöhme name and trademarked logo, and marketing, productivity and organizational tools designed specifically for independently owned and operated real estate professionals; all in a convenient online platform.

What We Are Not

We are not a governmental licensing authority, a franchising firm nor a real estate brokerage business employing you.

All Sales Associates & Brokers Must be Zöhme Members

Any Broker, Employing Broker, Principal or Designated Broker who uses the Zöhme name, logo, tools or materials is required to be a member in good standing of Zöhme. Every licensed Sales Associate working under an Zöhme Employing/Principal/Designated Broker, is required to be a Zöhme member as well.

Membership Benefits

As a Zöhme Member, we license you the use of the Zöhme name, logo and all Zöhme print, technology, and lead capture marketing tools and materials created and made available via the Zöhme website and other distribution methods as they evolve. You may use the Zöhme logo and marketing tools for the real estate industry only, provided you maintain your membership, and that all rules and regulations in this agreement are adhered to. As a Zöhme Member you are provided access to all member forums and conventions, through our website and on location via conferences and other forums as called.

Requirement

You must be a real estate licensee in good standing with the real estate licensing authority in your state, province or other jurisdiction and your license level with said licensing authority must permit you to undertake the activities you will participate in within your Zöhme Membership.

Definitions

Zöhme Realty Network

Zöhme, Zöhme Realty Network and the Zöhme logo are the trademarked names and logo of Zöhme, LLC which you are licensed to use in your real estate business while your membership in Zöhme is current and in good standing.



Employing Broker

A licensed real estate broker who is commonly called an, Employing Broker, Principal or Designated Broker and is legally allowed to have other licensed real estate Sales Associates or Broker Associates working for/under them.

Principal Broker

A licensed real estate broker able to act as an employing broker with or without licensed Sales Associates or a single entity office without the legal authority to have licensed Sales Associates under their brokerage.

Sales Associate

A licensed real estate person licensed under an Employing Broker.

Logo

"Logo" refers to the design font and style of Zöhme.

Member

A Member is a Zöhme Member as a licensed real estate professional as an Pricipal Broker, Broker Associate or Sales Associate.

Office Location

The physical location(s) from which you operate your business.

We

"We" refers to Zöhme, LLC that licenses the Zöhme name, logo, and other marketing tools and materials for use to all members in good standing.

You

You are a prospective Member or Member of Zöhme Real Estate.

Memberships

The memberships options are:

- **Zöhme Principal Broker**
Must be a real estate licensee in the jurisdiction of your licensing authority and able to operate your own brokerage firm, with or without Sales Associates.
- **Zöhme Sales Associate**
Must be a real estate licensee in the jurisdiction of your licensing authority and licensed under an Employing Principal Broker.

Locations

A Zöhme office shall be owned and operated only by a Zöhme Member with a current membership. All Zöhme Offices shall be independently owned and operated by you or in collaboration with other Zöhme Members at a location of your choice. There are no protective territories for Zöhme Offices.

Use of Logo

As a Zöhme member with a current membership, you may use the Zöhme name and logo in all your real estate marketing and advertising material. The name, logo, proportions, colors, fonts,



and other design elements may not be modified in any way beyond the choices provided. Each Zöhme logo is custom for each Zöhme Independent Broker. The logos provided to you are for the use of your real estate entity only.

Zöhme, LLC is the exclusive distributor of branded items for sale. The logo is provided to you for your work as a Zöhme member and is not to be used on items for resale. You may not sublicense or sell the Zöhme mark or any of our tools or materials.

Payment and Late Payments

Zöhme membership fees must be charged automatically through a credit/debit card. If your recurring monthly, quarterly, semi-annual or yearly membership fee fails (due to an expired credit card or other issue), you will have twenty (20) days to correct the problem and make payment. If payment is not made by the 20th day after your renewal date, your membership privileges will be suspended. To reinstate, a reinstatement fee may be required along with your membership fee before your privileges will be restored.

If your membership is suspended, you are required to immediately cease using the Zöhme name, associated logo, technology and all marketing tools with the Zöhme logo, and you will be denied access to members-only portions of the Zöhme website and use of any Zöhme materials, your Zöhme website tools will no longer be available to the public and your state licensing authority may be notified that you are no longer authorized to use the Zöhme name or materials for any purpose.

Cancellation/Termination

To cancel, you can login to your Zöhme member portal account before your renewal date that you choose to stop your membership. Any prepaid membership fees will not be pro-rated or refunded. When you cancel, all your privileges to use the Zöhme logo, tools, materials and website are terminated. You must cancel any trade name and other public filings including the logo within 7 days, and destroy all stationery, business cards and other materials that include the logo. Liquidated damages, though difficult to quantify yet are no less real, will be assessed at \$250 per day for any unauthorized use of the Zöhme name, logo, materials or tools.

Your membership will be subject to immediate termination if your real estate or business license is suspended, revoked or otherwise impaired by the jurisdiction of your licensure.

Name Change

If you change your name, address, trade name or other contact information, you may make appropriate changes on the Zöhme website via your member portal.

Sale or Transfer of Business

You may wish to sell your real estate business and firm name. However, Zöhme memberships are non-transferrable. If you sell your business, the new owner must simply become a Zöhme Member in order to continue using the Zöhme name, logo and all other marketing materials, and for the business to continue being included in the Zöhme website. Your membership is for your use only and there are no resale rights.

Other Legal Matters:

Zöhme, LLC does not promote, dictate, recommend or give advice or promote any particular real estate business system, structure or model over another. Members are free to conduct their businesses in accordance with their own business plans. However, we require that you follow all



applicable laws and regulations; conduct business in accordance with the highest ethical standards of the real estate industry and practice according to the Golden Rule with all clients, customers, the public, fellow Zöhme Members and everyone else you know, treating all with utmost care and truthfulness. We reserve the right to terminate your membership for illegal or unethical activity, and we disavow responsibility for your specific operations, as your business is independently owned and operated.

Zöhme, LLC warrants that it has the legal right to license the logo for use by each member. Zöhme Members shall indemnify and hold Zöhme, LLC harmless against any *bona fide* claim by any third party that a member's use of the logo and marketing materials or tools infringes the intellectual property rights of such third party.

If a Member uses the logo, tools or materials in any manner to which, in the reasonable judgment of a representative of Zöhme, LLC; brings disrepute to the Zöhme name or reputation, the member may have all membership privileges terminated.

This agreement does not create an agency, partnership or other fiduciary relationship between Zöhme, LLC and any Zöhme Member. Zöhme Members shall indemnify and hold Zöhme, LLC harmless from any claims against Zöhme, LLC by employees, vendors, customers and creditors of the Zöhme Member.

Zöhme Members acknowledge that (i) its foregoing covenants are intended only to protect Zöhme, LLC's goodwill associated with the logo, tools and materials, (ii) Zöhme, LLC has made no representations or warranties to Zöhme Members regarding the expected revenues or profitability of the business, and (iii) subject to compliance with this agreement, Members are free to operate their businesses as they deem appropriate.

Zöhme, LLC can amend the "Zöhme Membership & License Agreement – Standard Terms & Conditions" for new Members at any time without notice to current Members. Zöhme, LLC may amend the terms and conditions of this agreement with three months notice to current Members. Notice shall be via Zöhme website and by email to Member's email of record with Zöhme and said amendments shall be reflected in Zöhme, LLC's latest "Zöhme Membership & License Agreement – Standard Terms & Conditions" as posted on the Zöhme website. Zöhme Member payment(s) of membership fees subsequent to the three months of notice shall constitute acceptance by member of said amendments to this agreement.

Any notices required or permitted under this agreement shall be sent to the email address the Zöhme Member has on file with Zöhme, LLC.

In no event will we, our directors, officers, employees, agents or other representatives be liable for any direct, special, incidental, consequential or punitive damages arising out of or related to use of the Zöhme logo, tools or materials. Our total liability to you will not exceed the annual membership fee you paid. These exclusions and limitations of liability will apply to the fullest extent permitted by law and will survive cancellation or termination of your membership. Certain state laws do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of these exclusions may not apply to you and you might have additional rights.

This agreement is governed by Wyoming law and Wyoming courts will have exclusive jurisdiction.



If any provision of this agreement is deemed unenforceable by a court of competent jurisdiction; such provision shall be enforced to the extent permissible (or, if necessary, severed from this agreement), without effect upon the enforceability of the balance of this agreement.

This agreement sets forth the entire understanding of the parties with respect to its subject matter.

I hereby apply to become a Zöhme Member and I agree to pay the appropriate membership fees. I also represent my real estate license is active and in good standing with the appropriate real estate governing body/commission(s) where I am licensed for real estate. I understand that information to the contrary will cause rejection of my application to become an Zöhme Member and I forfeit any amounts already paid.