

REAL BROKER

WILLABLE REVENUE SHARE PROGRAM ADDENDUM

This Willable Revenue Share Program Addendum (this “Addendum”) is part of the Residential Independent Contractor Agreement (together with all amendments, addenda, the Manual, and Terms and Conditions, the “Agreement”). In the event of conflict between this Addendum and the Agreement, this Addendum shall control. [This Addendum replaces and supersedes in its entirety any prior Willable Revenue Share Program Addendum.](#) In all other respects, the Agreement shall remain in full force and effect. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include reference to this Addendum and any other addenda or amendments attached to the Agreement, which are hereby incorporated by reference.

Article 1 Definitions

- 1.1 The ~~terms of Company's “Revenue Share” program are defined in the Agreement and any applicable Amendments to the Agreement.~~ term “Designated Recipient” shall mean either, as identified by the Agent in the manner required by the Company, (i) a licensed real estate agent identified by the Agent (“Designated Agent”) or (ii) the Agent’s estate; provided however that if Agent’s Designated Agent is not a licensed real estate agent or not otherwise entitled to receive willable Revenue Share as a results of laws, rules or regulations, as determined in the Company’s sole discretion, then any payments that would have been paid to the Designated Agent will instead be paid to the Agent’s estate.
- 1.2 The term “Program” is defined as the Company’s Willable Revenue Share Program as detailed in this Addendum.
- 1.3 The ~~“Join Date” shall be the date on which Agent completes the onboarding process and transfers Agent’s license to the Company.~~ terms of Company’s Revenue Share program are defined in the Agreement and any applicable Amendments to the Agreement.

Article 2 Program Qualifications

- 2.1 Agent shall be qualified to participate in the Program only if Agent is qualified to participate in the Company’s Revenue Share program.
- 2.2 Agent may elect a ~~beneficiary~~ Designated Recipient in the manner required by the Company to receive a percentage of Agent’s total Revenue Share after Agent’s death based on the number of full calendar years that Agent has been with the Company as set forth below. Agent must have been with the Company for at least one full calendar year from the Join Date for a ~~beneficiary~~ Designated Recipient to receive a percentage of the Agent’s Revenue Share pursuant to the Program.

Years with the Company (determined based on Join Date)	Percentage of Revenue Share
One Year	20%

Two Years	40%
Three Years	60%
Four Years	80%
Five or More Years	100%

For example, if an Agent has been with the Company for 2 years and 7 months prior to Agent's death, the Agent's Designated Recipient will ~~be able to elect a beneficiary to~~ receive 40% of the Revenue Share to which they would have been entitled. As another example, if Agent has been with the Company for 8 months prior to Agent's death, ~~even if the Agent has designated a beneficiary,~~ the Agent will not have met the one year requirement, and the ~~beneficiary~~ Designated Recipient will not be entitled to any amounts pursuant to the Program. ~~Amounts~~ If the Designated Recipient is an individual, then amounts to be paid to a ~~beneficiary~~ Designated Recipient pursuant to the Program will be paid to the ~~beneficiary~~ Designated Recipient for the ~~beneficiary~~ earlier of the (i) Designated Recipient's life, and payments will cease upon ~~beneficiary~~ Designated Recipient's death. ~~If the beneficiary is a trust, and (ii) the date that the Designated Recipient is no longer a licensed real estate agent.~~ If the Designated Recipient is the Agent's estate, then amounts to be paid to the ~~beneficiary~~ Designated Recipient pursuant to the Program will be paid until the sooner to occur of (i) 20 years from Agent's death, or (ii) until the ~~trust has been dissolved or ceases to exist~~ estate is closed. The Program will not be applicable to a domestic team where there is a surviving team member, but the surviving team member can name a ~~beneficiary~~ Designated Recipient pursuant to the terms of the Program.

Article 3 Program Terms

Upon signing this Addendum, Agent may elect to designate a ~~beneficiary~~ Designated Recipient in the manner required by the Company to receive an amount equal to what the deceased Agent's Revenue Share would have been at the time of Agent's death, subject to the percentages as detailed in Article 2.2, as updated from time to time in the Company's sole and absolute discretion. To the extent permitted by applicable law, including, but not limited to, probate laws, the Revenue Share earned by the Agent at the time of Agent's death will be paid to Agent's elected ~~beneficiary~~ Designated Recipient through monthly Revenue Share payments. The Program may be explained in further detail during the opt-in and ~~beneficiary~~ Designated Recipient designation process through the Company's mobile application or online website ~~that the Agent can access~~. The Company reserves the right to amend or discontinue the Program, or make changes to the Program, at any time upon ten (10) days' notice to Agent or Designated Recipient in Company's sole and exclusive discretion. The notice referred to in the prior sentence may be made to the last known e-mail address or to the home address included in reZEN for the Agent and Designated Recipient, as applicable.

Article 4 Program Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM, THE AGREEMENT, OR ANY PROGRAM DOCUMENTS TO THE CONTRARY, THE COMPANY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO TAX CONSEQUENCES, THE COMPLIANCE OF THE PROGRAM WITH ANY APPLICABLE LAW, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY PROGRAM DOCUMENTS, OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF COMPANY TO AGENT, OR ANY OTHER MATTER OR THING REGARDING THE PROGRAM. AGENT ACKNOWLEDGES AND AGREES THAT AGENT HAS NOT AND WILL NOT RELY ON, AND THE COMPANY IS NOT

LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROGRAM OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROGRAM OR ANY STATEMENTS MADE BY THE COMPANY OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT THE COMPANY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR PROGRAM ADDENDUM ATTACHED HERETO). AGENT, AGENT'S ESTATE, AND AGENT'S BENEFICIARIES, UPON OPTING IN TO THE PROGRAM, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED THE COMPANY AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND THE COMPANY'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR THOSE ARISING FROM DISPUTES INVOLVING OR RELATING TO THE PROGRAM BETWEEN AN ESTATE AND AN AGENT'S HEIRS OR BENEFICIARIES), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH AGENT OR ANY THIRD-PARTY MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE COMPANY OR ANY THIRD-PARTY MAY ASSERT OR ALLEGE AGAINST THE COMPANY AND/OR THE COMPANY'S MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS AT ANY TIME BY REASON OF OR ARISING OUT OF THE PROGRAM, VIOLATIONS OF ANY APPLICABLE LAWS, AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROGRAM OR PAYMENT THEREUNDER. AS PART OF THE PROVISIONS OF THIS SECTION, BUT NOT AS A LIMITATION THEREON, AGENT HEREBY AGREES, REPRESENTS, AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND AGENT HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH AGENT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON AGENT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, PROVINCIAL OR STATE, AS APPLICABLE, OR LOCAL LAW, RULES, OR REGULATIONS. AGENT HEREBY EXPRESSLY WAIVES AND RELINQUISHES ANY RIGHT OR BENEFIT WHICH AGENT HAS OR SHALL HAVE UNDER ANY COMMON LAW PRINCIPLE AS IT RELATES TO ANY RELEASED MATTERS, AND AGENT ACKNOWLEDGES AND HEREBY EXPRESSLY AGREES THAT THIS AGREEMENT AND ANY ADDENDA, EXHIBITS, OR ATTACHMENTS THERETO, WHETHER OR NOT ATTACHED, SHALL EXTEND TO ALL UNKNOWN, UNSUSPECTED, AND UNANTICIPATED CLAIMS OR DAMAGES, AS WELL AS THOSE WHICH ARE NOW DISCLOSED, WITH RESPECT TO ANY RELEASED MATTERS.

AGENT

By: _____

Name: _____

Date: _____

