

REAL BROKER

NATIONAL POLICIES AND PROCEDURES MANUAL

Article 1 INTRODUCTION

This Policies and Procedures Manual (the “Manual”) is part of the Residential Independent Contractor Agreement (together with all addenda, Terms and Conditions, and Privacy Policy, the “Agreement”) signed by each Agent with The Real Brokerage Inc. and its affiliated entities, collectively referred to herein as “Company”. All capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between the Agreement and the Manual, the Agreement shall control.

As an innovative real estate brokerage, the Company is dedicated to the highest standards of professionalism and service in order to surpass customer expectations. Agents are committed to ensuring that the public, customers, clients, and fellow real estate agents are treated in an honest, fair, and professional manner at all times. Our Manual outlines key issues important for ~~our~~ AgentsAgent’s operations.

Article 2 CORE VALUES

2.1 Work Hard. Be Kind. ~~Be disciplined in the practice of professional skills~~Kindness is a superpower and the fuel that keeps us growing. We stand together in service of our vision and each other.
~~knowledge. Be kind as you create a reputation in your dealings with others.~~

2.2 ~~Simply Great Service. No excuses. Work to implement repeatable business practices and professional interaction that sets up consistent successful outcomes.~~

2.3 ~~Embrace. Resolve. Evolve. Embrace where you are. Resolve to Improve. Evolve into the ideal. This also extends to how we handle our mistakes. We admit our errors, resolve the issue and evolve into a better situation than where we started.~~

2.4 ~~Make a Difference. Make a difference in yourself first. If you must be hard, be hard with yourself, then extend understanding, consideration, and kindness to others. Be mindful of the situations of others and extend help where you can.~~ “We” are Bigger than “Me.” Together, we move further and faster toward groundbreaking change in how people buy and sell homes.

2.3 Tech x Humanity. The technology we build serves a bigger purpose – to make the entire real estate experience better for agents and consumers. It should solve problems, create efficiencies, and be so good it fades into the background.

2.4 Core Values. Agent should be in alignment with the core values of Company.

Article 3 ~~CUSTOMER SERVICE BRAND~~ POLICY

The Company strives to improve the professional skills of the Company's employees and Agents in order to create a brand associated with excellence and dedicated to the highest level of customer service.

Article 4 ~~COMPLIANCE~~ PROCEDURES

~~Agents are required to, at all times,~~ Agent is expected to act in compliance with all applicable laws, ~~be ethical,~~ and ~~be professional~~ to act ethically and professionally in their business practices. To that end, ~~Agents~~ Agent will comply with all items enumerated in this Manual. Company reserves the right to terminate the Agreement of ~~an~~ Agent for violations of the terms of this Manual.

Article 5 PROVINCE SPECIFIC ADDENDUM

The Company will implement its policies and procedures in a national and provincial specific format. This Manual addresses those policies and procedures that are applicable on a national scale. Subjects requiring a province-specific approach will be contained within the province-specific policies and procedures addendum. ~~An~~ Agent must be familiar with both the national and province-specific policies and procedures documents. Should there be a conflict between the documents, the province-specific addendum will supersede the Manual. In the event that any terms contained within this Manual conflict with the terms in an Agent's Agreement, the terms of the Agreement will govern. Notice of updates to Provincial Addendum will be provided through reZEN.

Please find your provincial addendum below:

- ~~Alberta~~
- ~~British Columbia~~
- ~~Manitoba~~
- ~~Ontario~~
 - Alberta
 - British Columbia
 - Manitoba
 - Ontario

I acknowledge receipt of the provincial addendum to the Independent Contractor's Agreement pertinent to the province in which I am licensed to perform real estate activities. I understand that this addendum contains laws and rules specific to my province of license and that I am responsible for reading, understanding and complying with them.

Agent Initials:

Article 6 DEFINITIONS

6.1 Agent(s): A licensed real estate professional who signs an Agreement as defined in

Article 1.

~~**6.2 Anniversary Date:** With respect to an Agent, the first day of the calendar month following Agent's Join Date with the Company unless otherwise specified in the Agreement.~~

~~**6.3 Anniversary Year:** With respect to an Agent, the 12-month period that begins on the Agent's Anniversary Date.~~

~~**6.4 Company:** The Real Brokerage Inc., and its affiliated entities.~~

~~**6.5**~~

6.2 **Client(s):** Person(s), to whom ~~an agent~~Agent owes a Fiduciary Duty, as defined below (i.e. sellers, buyers, landlords, tenants, etc.).

6.3 ~~**6.6**~~ **Fiduciary Duty:** Duties and obligations owed by ~~the~~ Agent to a client in a real estate transaction, which include, but are not limited to the following: ~~(i. — Loyalty)~~ loyalty: Agent must act in the best interests of the client to the exclusion of all

other interests;

~~ii. — Obedience~~ (ii) obedience: Agent agrees to promptly obey and execute all the lawful instructions from the client;

~~iii. — Full~~ (iii) full disclosure: an Agent must disclose any and all relevant and material information obtained to the client, including potential conflicts of interest;

~~iv. — Confidentiality~~ (iv) confidentiality: Agent must keep in confidence all information provided by the client, excepting that which the client gives permission to disclose. This duty lives on after the transaction closes or the agency relationship is terminated; and

~~v. — Reasonable~~ (v) reasonable care and diligence: Agent must perform all duties with the care and diligence which may be reasonably expected of someone undertaking duties of a competent real estate professional.

~~6.7 Join Date: The date on which Agent completes the onboarding process and transfers Agent's license to the Company.~~

6.8

6.4 **Provincial Broker:** A broker responsible for the supervision and training of Agents within the scope of the Agreement ~~and the Manual~~.

~~6.9~~ 6.5 **Regional Broker:** A broker working with the Provincial Broker to assist in the supervision and training of Agents in certain provinces designated by the ~~Company~~company.

6.10

6.6 **Transaction:** ~~A completed real estate transaction, including leases and a listing~~Listing or buyer representation that results in a closed transaction for a property.

~~6.11~~ 6.7 **Material Fact:** Information that might influence a buyer in making a decision regarding entering into or remaining in a purchase contract, or the price paid or received for property.

Article 7 CONDUCT OF AGENT

7.1 Agent Safety. It is critically important that ~~an~~ Agent be aware of safety risks inherent in the real estate industry. Please review the following guidelines the Company suggests Agent should follow in Agent's day to day activities:

(i) If Agent does not know a prospect, try to arrange a meeting at a public place.

(ii) Never meet a prospect at a vacant house alone. Agent should always take another person with ~~agent~~Agent to meet a prospect. Do not meet the prospect after dark.

~~(iii)~~ (iii) Always let the office or someone at Agent's home know where Agent will be showing a property, especially to prospects Agent is meeting for the first time.

~~(iv)~~ (iv) When showing a property, do not go to dark areas, basements, garages, or areas without multiple exits. Allow the prospect to view those areas on prospect's

own while Agent remains in an area that allows for a quick exit.

~~(v) (v)~~ Agent should always drive Agent's own ~~car. Do not let a prospect Agent does not know drive Agent's~~ car. Preferably, drive separate cars to the showing.

7.2 Professionalism. Agents will conduct themselves in a professional and ethical manner at all times. This includes Agent's commitment to enthusiastically exemplify business expertise, honesty, kindness, trustworthiness, helpfulness, and a courteous character.

7.3 CREA Code of Ethics. Agents are required to comply with the Canadian Real Estate Association ("CREA") Code of Ethics and Standards of Practice and be in good standing with the CREA. Agents are required to complete the CREA Code of Ethics training and provide proof of the same to Company, if requested.

~~**7.4 Core Values.** An agent should be in alignment with the core values of the Company: Work Hard, Be Kind, Simply Great Service, Embrace, Resolve, Evolve, and Making a Difference.~~

7.4 [RESERVED].

7.5 Agent Communications. Agent communications, including, but not limited to, emails, texts, phone calls, or social media posts, and comments shall remain professional and should never be disparaging, aggressive, rude, insulting, or inappropriate.

7.5.1 Compensation. ~~Each~~ Agent ~~is encouraged to~~ will discuss [Agent's compensation](#) with each client of Agent ~~for a real estate transaction Agent's compensation~~ with respect to that transaction, including through use of the Disclosure Regarding Compensation In Real Estate Transaction, or similar document, as a supporting document.

7.5.2 Social Media. ~~Agents are~~ Agent is responsible for conducting themselves in a professional manner on social media. The following actions are not acceptable on social media in the form of posts or comments that reflect: (i) aggressive conversation; (ii) harassing speech; (iii) epithets or slurs based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity; (iv) disparaging comments, including but not limited to comments directed at individuals, competing brokerages, political entities, religious organizations, etc.; (v) attacks on political stances; (vi) Intentional publication of information which is misleading or misrepresenting material facts; and (vii) hate speech.

7.6 Respectful Workplace Policy. The Company promotes and recognizes the right of all Agents to work in a safe and secure environment that is free from bullying, harassment, discrimination and violence. Accordingly, ~~Agents are~~ Agent is required to, at all times, comply with the Company's Respectful Workplace Policy, which forms part of this Manual. The Respectful Workplace Policy can be found ~~at this link under Governance Documents~~ on the ~~Company's website: Corporate Governance page of the Investors section on onereal.com.~~

7.7 Corrective Measures. ~~The Company will take appropriate corrective action, up to and including termination, against any individual who is found to have violated the Respectful Workplace Policy.~~

<https://investors.onereal.com/static-files/3cd8c0df-d09e-448b-bb4c-3ed8490db37f>.

~~**7.7 Disciplinary Measures.** An Agent whose conduct violates any of the provisions described herein may have the Agreement with Agent immediately terminated in the Company's sole discretion or other disciplinary action in the Company's sole discretion.~~

7.8 Agent's Employees. Agent is obligated to take reasonable steps to ensure that Agent's employees, if any, honour and adhere to the provisions of this Manual. Agent is responsible for notifying Agent's employees of this obligation and supervises employees' activities to ensure agent's employees comply with this Manual.

Article 8 LICENSING AND CONTINUING EDUCATION

8.1 License and License Costs. Agent is required to maintain an active real estate license in all provinces in which the Agent conducts real estate activities. Agent is responsible for all continuing education costs, licensing fees, real estate association fees, Multiple Listing Service fees, renewal fees, and other costs to keep Agent's license(s) active.

8.2 Continuing Education. Agent is responsible for completing all continuing education required by provincial rules and law. Company, by law, may not pay commission to any Agent for real estate services performed when an Agent did not hold an active license.

Article 9 REPRESENTING THE SELLER/LANDLORD

9.1 Listing Agreement. All listing agreements shall be made in the name of the Company. The Agent must complete a listing contract that details in writing the agency relationship and responsibilities of the Company and seller or landlord, which all legal owners of the property are required to sign. A copy of the signed contract shall be immediately provided to the seller or landlord. [Prior to submitting any listing to a multiple listing service or other Company-approved listing distribution entity, Agent shall obtain all necessary legal rights, directly or through license, to upload or otherwise provide listing media, including but not limited to photos and virtual tours.](#)

9.2 Time to Submit the Agreement and Other Documents. ~~An~~ Agent will upload a digital copy of all signed documentation to reZEN within two (2) business days of the effective date of the respective document, including, but not limited to, the listing agreement, all addenda, disclosures, and other documentation required by the Provincial Broker.

9.3 Seller's Disclosure. ~~An~~ Agent shall request that the seller complete a seller's disclosure that describes the condition of the property and all known material facts.

9.4 Cooperation and Compensation. Agents cannot do their jobs effectively without the cooperation of colleagues in other brokerages. All listed properties shall be available to all brokers on a cooperative basis, unless specifically directed by the property owner in writing. Compensation and commission agreements shall remain consistent between all cooperating brokerages.

9.5 Sub-Agents. The Company does not offer cooperation or compensation to sub-agents.

9.6 Submission of Offers. Listing ~~agents~~[Agents](#) shall continue to submit offers and counteroffers to the seller or landlord, as applicable, until closing or execution of a lease unless the seller or landlord, in writing, has either waived this requirement or has instructed the agent that agent may cease submitting offers and counteroffers to seller or landlord.

9.7 [Reserved] .

9.8 Listing Cancellations. The Company, through its Provincial Broker, retains the right to decide whether to cancel a listing agreement when requested by a client. Cancellations must be made in writing, submitted to the Provincial Broker and, if approved, should be uploaded to the Company's document repository, reZEN, within two (2) days of cancellation and removed from the Multiple Listing Service in accordance with the Multiple Listing Service rules.

9.9 Disputes with Seller. ~~An agent~~Agent shall promptly make the Provincial Broker or Regional Broker aware of any dispute or disagreement with the seller of a listed property. The Provincial or Regional Broker will have full authority to address the issues with the seller to try to negotiate a solution. Such a solution may include, but is not limited to cancellation of the listing, a reduction in commission, and/or replacing ~~the~~ Agent with a new Agent for the transaction. Agent is advised that the Company is the owner of the listing, not the Agent, and as such, any solution agreed upon by the Provincial or Regional Broker is binding on ~~the~~ Agent, even if that solution involves the reduction or elimination of commissions to be paid to ~~the~~ Agent.

9.10 Business Brokering. ~~An~~ Agent may assist a seller in the listing of real property. However, ~~an~~ Agent may not assist a seller in the sale of a business entity or assets which are not real property without the Provincial Broker's knowledge and written consent.

Article 10 REPRESENTING THE BUYER

10.1 Buyer's Representation Agreement. Agent will complete a buyer's representation agreement approved by the provincial licensing authority, provincial board/association, or attorney before an offer is written. A copy of the signed buyer's representation agreement shall be immediately provided to the buyer(s). It shall be submitted to the Company's document repository, reZEN, within two (2) days after signature of buyer(s).

10.2 [Reserved].

10.3 Forms. ~~An agent~~Agent must utilize the forms approved by the applicable provincial licensing authority, provincial realtor association, an attorney, or forms commonly accepted for use in the local association of affiliation. The Company may create specific forms for which the signatures of their clients are required. ~~Agents are~~Agent is expected to obtain these signatures from Agents' clients as required by the broker documents. Forms outside the definitions of this paragraph must be approved by the Provincial Broker.

Article 11 DUAL REPRESENTATION

11.1 Representing Both Sides of a Transaction. ~~An~~ Agent shall not represent both parties of a transaction unless:

- (i) It is lawful to do so in the province where the transaction will occur;
- (ii) All parties have given written consent to such representation prior to the execution

of any contract; and

- (iii) ~~(iii)~~ Agent has received prior written consent from the Provincial Broker as described in the Province Addendum.

11.2 Agent or Family Member. ~~An~~ Agent may not represent both parties in a transaction if the Agent or a family member is a party in the transaction.

Article 12 EXPERTISE/COMPETENCY

12.1 ~~An~~ Agent may not represent a client outside Agent's area of expertise. ~~An~~ Agent must obtain prior written approval from the Provincial Broker to participate in transactions including, but not limited to, commercial transactions, farm and ranch transactions, or short sale transactions. Provincial Broker, at Provincial Broker's sole discretion, may assign another Agent familiar with these operations to assist the Agent requesting to participate in any of the above activities.

12.2 Geographical Expertise. ~~An~~ Agent may not conduct real estate activities outside Agent's typical geographical area of transactions without prior written approval from the Provincial Broker.

12.3 Advice. ~~An~~ Agent must never give advice to a client outside the scope of ~~the~~ Agent's expertise, including, but not limited to, tax, mortgage, legal, or appraisal advice. ~~Agents~~ Agent shall always encourage their clients to consult a professional with the requisite expertise.

Article 13 FIDUCIARY DUTY

~~Agents hold a fiduciary position in their relationships with clients and owe the client the Fiduciary Duty described in this Manual. Agents~~ Agent must place the interests of the client (seller or buyer) before all others, ~~including their own~~, except where there may be a conflict with applicable law.

Article 14 TRANSACTIONS

14.1 Transactions Involving Agent-Owned Properties. When dealing with the sale of Agent-owned properties, Parties shall use standard forms typically in use by the members of the real estate association or MLS ~~the~~ Agent is affiliated with. Forms outside this definition must be approved in writing by the Provincial Broker. ~~Agents~~ Agent shall disclose all known material facts and information regarding the property and its condition and provide such to the buyer on an approved seller's disclosure form and acknowledged by buyer(s) prior to closing. A professional home inspection must be performed, and a copy delivered to the buyer. A signed waiver should be signed if the buyer waives the inspection. A home warranty must be provided. Under no circumstance shall ~~an~~ Agent represent the opposing party when they are either a buyer or seller in a transaction.

14.2 All Transactions Through the Brokerage. ~~During the term of the Agent's agreement with the Company, any~~ Any and all real estate transactions, including personal transactions, leases, family representation, or transactions where no commission is taken, are to be

performed and documented through the Company. All transactions are to be conducted through the Company. The Agreement of any Agent found to be transacting business outside the Company may be subject to immediate termination at the Company's sole discretion and Agent will, upon the request of the Company, pay all commissions to the Company that would have been earned by the Company if ~~the~~ Agent had not transacted business outside the Company.

14.3 Contents of a Transaction File. A transaction file must contain all documents related to the transaction, including representation agreements, disclosures, offers, purchase and sale agreements, emails, texts, settlement documents and such other documentation required by the Provincial Broker.

14.4 Submission of Documents. Company will make timely payment of commissions to ~~the~~ Agent pursuant to the Agreement after receipt of all appropriate transaction documentation required by the Provincial Broker. All listing agreements, buyer representation agreements, purchase and sale agreements, referrals, disclosures, and other documents pertaining to the transaction should be uploaded to the Company's document repository system (reZEN) within two (2) days of obtaining signatures.

14.4.1 Late Submission. Submission of documents to the Company's document repository system (reZEN) outside the parameters described in Section 14.4 will be considered late. Late submissions will not be tolerated and may result in a delayed payment of commission. ~~An~~ Agent may be assessed a late fee of \$150 where documents are submitted to reZEN more than ten (10) days after execution. ~~An~~ Agent who repeatedly submits documents late may be subject to termination at the Company's sole discretion.

14.5 Incomplete Files. A transaction file that lacks any required documentation at the time of closing may result in future commissions being withheld until all the required documentation in the incomplete file is provided and uploaded.

14.6 Canceled, Expired, or Withdrawn Transactions. If an open file is canceled, expired, or withdrawn, then Agent must close out the file in reZEN. ~~Agents with~~ If a transaction files terminated file terminates due to cancellation, expiration, or withdrawal ~~are required to~~ Agent shall upload relevant required documentation as determined by the Provincial Broker.

Article 15 TRUST FUNDS

~~15.1~~ Rules and regulations of the province(s) where ~~the~~ Agent conducts business shall govern handling of trust funds in a trust account. All trust funds shall be handled in compliance with applicable local, provincial, and federal laws. Agent shall not provide trust funds on behalf of Agent's client.

Article 16 ADVERTISING

16.1 All advertising must comply with federal, provincial, and local rules and regulations. Agent advertising is to adhere to Company's ~~Design & Messaging Guide~~ Brand Guidelines and must be submitted to the Company's marketing department and Provincial Broker for approval prior to use by sending the proofs to ~~supportCAD@therealbrokerage.com~~ supportCAD@therealbrokerage.com. Agent shall use the Company's registered entity name, fictitious name or "doing business as" name in the province in which advertising occurs on all advertising and marketing, including, but not

limited to, Agent's business cards, signage, stationary, and websites. Use of the doing business name "Real" is appropriate only in provinces where allowed and the name "Real" has been registered with the applicable provincial department of licensing. For more information on correct Company entity naming and use of the name "Real," Agent is encouraged to contact the Provincial Broker. Agent agrees that Company retains exclusive rights to all Real domains, including without limitation the URLs ~~"joinreal.com"~~joinreal.com, ~~"onereal.com"~~onereal.com, and ~~"therealbrokerage.com"~~therealbrokerage.com, the trademark(s) "Real" and "Real Broker," and all other Company trademark(s), logo(s), and graphic(s), and Agent will not register or seek to register any trademark, trade name, domain name, or social media name utilizing Company's trademarks or any similar iteration of Company's trademarks. Agent agrees to discontinue the use of Company trademark, logo, and graphics immediately upon termination of this Agreement.

16.2 Use of Company Logo. All advertising using the Company-related logo(s) must comply with the Design & Messaging Guide available in reZEN.

16.3 Use of Company Name. Use of the Company name "Real" in any advertising, whether in a team name, domain name, or in the name of a social media page that suggests exclusivity, or a location such as a city, province, region, or geographic location, such as "YourRealAgent", or "Real Alberta Team", or "Real Broker Ontario" or "Your Real BC Agent" is prohibited unless approved by the Company in advance in writing. Any name an Agent wants to use in advertising must be submitted to the Company's marketing department and Provincial Broker for approval in writing prior to use. Failing to obtain this approval can result in significant financial cost for the Agent if Agent is not permitted to use marketing materials that were already created.

16.4 Signage. Agent is responsible for ordering and purchasing signage used in connection with transactions. Only known and reliable vendors should be used. Any signage used by Agent must be approved by the Provincial Broker and Company marketing department in writing prior to Agent's use. All signage must comply with federal, provincial, and local rules. While Company may have relationships with "preferred vendors" the agent is still solely responsible to ensure the signage complies with federal, provincial and local rules. Signage must identify the Company as the broker and use the correct, fully applicable Company name for the province in which the property is located. Agent must have a signed listing agreement with the client in place before a sign may be placed on the property. Placement and removal of signage must comply with applicable realtor association, board, and/or MLS rules and regulations.

16.5 Misleading Advertisement. An advertisement which is found to be intentionally misleading shall be grounds for immediate termination of the Agreement.

16.6 ~~Job~~ Titles. ~~Agents are~~[Agent is](#) prohibited from using any ~~job~~-title in ~~Agents~~[Agent's](#) advertising that would create the impression ~~agents are~~[that Agent is](#) employed by the Company. Titles such as CEO, President, Vice-President, Founder, Growth Leader, or Manager in connection with the Company may not be used by an Agent without a formal, written agreement in place between Agent and Company allowing such usage.

16.7 Unauthorized Advertising Language. The language used by ~~Agents~~[Agent](#) in advertising and

property listings must be in compliance with federal and provincial law. Language that is used to describe, define, or suggest the desired or appropriate buyer or tenant is strictly prohibited. Further, language that would intimate or suggest the appropriate current residents or future residents or neighbours or neighbourhood is also prohibited. ~~Agents are~~Agent is required to be familiar with the protected grounds of the applicable provincial human rights legislation in the province of work. It is strictly prohibited to use language in advertising that references any protected ground of the applicable provincial human rights legislation in the province of work. Examples of unauthorized language may include, but are not limited to, the following:

~~(i)~~ (i) Race, color or national origin. Agent may not use any language that references race, colour or national origin, or that would describe current or future residents, the neighbours, or the neighbourhood in racial or ethnic terms.

~~(ii)~~ (ii) Familial ~~status~~Status. Agents may not use language in an advertisement that would indicate a preference or limitation because of the number or ages of children, or indicates a preference for adults, couples, or singles. Statements such as “No Children” or “Adults Only” shall not be used in any advertisement. Agents may use descriptions of the property (relaxing multipurpose room), services and facilities (no bicycles allowed), or neighborhoods (quiet streets).

~~(iii)~~ (iii) Gender. Agents may not use language in an advertisement that indicates a reference, preference, limitation, or discrimination on the basis of gender.

~~(iv)~~ (iv) Disability. Agent may not use language in an advertisement that indicates a reference, preference, limitation, or discrimination on the basis of disability. Descriptions of the property and accessibility features, such as “elevators” and “wheelchair ramps”, are permissible.

~~(v)~~ (v) Religion. Agent may not use language in an advertisement that indicates a reference, preference, limitation, or discrimination on the basis of religion.

16.8 ~~Attraction~~ Advertising. Any advertisement made by an ~~affiliated agent, whether individual or team, intended to recruit new agents to the Company for the benefit of revenue share is strictly prohibited. This would include, but is not limited to, social media posts, emails, or texts. Any advertisement made by an affiliated agent~~Agent or team that appears to have originated from the Company, for whatever purpose, is prohibited and may be considered misleading advertising. Advertisements made by ~~an affiliated agent~~Agent or team that appear to be an opportunity of employment when no position is currently available or being entertained are prohibited. ~~Agent must comply with the Attraction Code of Conduct.~~

Article 17 OFFICE POLICIES

17.1 Communications with Company. Contact with the Company can occur by contacting the Provincial Broker or through the agent support channel in the ~~ReZEN~~reZEN app or at ~~supportCAD@therealbrokerage.com~~supportCAD@therealbrokerage.com. Company office and license information can be found in reZEN.

17.1.1 Provincial Broker. The Provincial Broker and Regional Broker contact information may be obtained from reZEN. The Provincial and Regional Brokers will generally be available during normal business hours. ~~The process for contacting the~~ Provincial and Regional Brokers ~~will~~should be ~~addressed in the province-specific addendum~~contacted directly through reZEN.

17.1.2 Support. Agent questions may be answered through the ~~ReZEN~~reZEN app or emailed to ~~supportCAD@therealbrokerage.com~~supportCAD@therealbrokerage.com.

17.2 Technology Resources. Technology resources provided by the Company, including, but not limited to, email, ~~Workplace~~Workvivo, reZEN, and any proprietary technology owned by the Company, are business tools provided to Agent by the Company. These resources shall be used for Company business purposes only. Agent will consider these as Company property and shall not share, provide, or convey these resources to any individual or entity outside the Company without express written permission from the Company.

17.3 ~~Contact~~Contract Information and Communications with Agent. Company will primarily communicate with the Agents through the use of email, texts, reZEN, and ~~Workplace~~Workvivo. It is the sole responsibility of the Agent to ensure that the Company has Agent's current and correct contact information, including phone number, email address, and physical address. Agent will have two (2) business days to notify the Company in writing of any changes to Agent's contact information, including name, address, telephone number, and email. Agent agrees that the receipt of email to the email address on file with the Company is sufficient for all business purposes, including notice(s) and disciplinary communications.

17.4 Regular Business Mail. ~~Agents~~Process for delivery of regular business mail will be discussed in the provincial-specific addendum. Agent should make every effort to ensure regular mail is delivered to ~~Agents'~~Agent's home address ~~and not the Company's office~~. In the event that personal mail is delivered to the Company, ~~Agents~~Agent expressly authorizes the Company to open any such mail and to email a scanned version thereof. The Company will then destroy the hard copy of the mail. ~~The~~ Agent's signature on this Manual represents confirmation of authorization for the Company to open mail on their behalf. ~~The~~ Agent can withdraw and revoke its authorization at any time by providing notice to the Company in writing.

17.5 Failure to Respond to Communications. Agent shall respond promptly to any communication from the Company or the Provincial or Regional Broker (each, a "Broker"). Agent must be accessible by phone and email. Except for extenuating circumstances, an Agent shall respond to voicemails and emails from the Broker or the Company within twenty-four (24) hours. ~~An~~Any Agent who fails to respond to communications from the Broker or Company within twenty-four (24) hours may be subject to termination of the Agent's Agreement.

17.6 Company Notification. ~~Agents~~Agent shall, as soon as reasonably practicable, and no later than two (2) business days following occurrence or notice thereof, notify the Company through ~~agents'~~the Provincial Broker and with a copy ~~to~~to supportCAD@therealbrokerage.com regarding any of the following situations:

- (i) Any demands or claims from a client, whether verbal or in writing;
- (ii) Any demands or claims from a person claiming to represent a client;

- ~~(iii)~~ ~~(iii)~~ Any notification of the commencement of a lawsuit, arbitration, or mediation process;
- ~~(iv)~~ ~~(iv)~~ An act, or alleged act, of harassment committed by ~~an agent~~ Agent in a transaction;
- ~~(v)~~ ~~(v)~~ An act, or alleged act, of discrimination committed by ~~an agent~~ Agent in a transaction;
- ~~(vi)~~ ~~(vi)~~ An accident resulting in physical injury while conducting real estate activities;
- ~~(vii)~~ ~~(vii)~~ A criminal offense;
- ~~(viii)~~ ~~(viii)~~ A complaint from parties to a real estate transaction;
- ~~(ix)~~ ~~(ix)~~ Any contact from an employee of a real estate licensing department;
- ~~(x)~~ ~~(x)~~ Any threat of legal action against the agent or Company as a result of real estate activities;
- ~~(xi)~~ ~~(xi)~~ A civil judgment against ~~agent~~ Agent, or ~~agent~~ Agent's initiation of bankruptcy proceedings; or
- ~~(xii)~~ ~~(xii)~~ Criminal judgment against ~~an~~ Agent, including a summary or indictable offence charge for impaired driving.

The notice given regarding any of the aforementioned situations must state "NOTICE OF LEGAL ACTION OR CLAIM" in the email subject line. ~~Agents are~~ Agent is encouraged to report any concerning incidents to the Provincial Broker as soon as possible. Failure to notify the Provincial Broker and Company in a timely manner regarding any of the issues described above may result in disciplinary action, including termination of the Agreement.

17.7 Agent Unavailability. ~~An~~ If Agent ~~who~~ will be unavailable or out of town for a significant period of time, Agent should make arrangements with another Agent of the Company to service Agent's clients in Agent's absence and should notify your Provincial Broker.

17.8 Drugs and Alcohol. ~~Agents are~~ Agent is strictly prohibited from the use of drugs and alcohol while conducting work for the Company. ~~Agents~~ If Agent is found to be in violation of this policy, Agent may be subject to immediate termination of the Agreement in Company's sole discretion.

17.8.1 Agent Substance Abuse. The Agent's Agreement may be terminated in the sole discretion of an authorized agent of Company if Agent engages in the abuse of drugs or alcohol while conducting work for the Company, or in a manner that could affect Agent's performance of services under this Agreement and/or impact the reputation of the Company.

17.8.2 Client Substance Abuse. If it becomes apparent that a client or prospect is under the influence of drugs or alcohol during a real estate activity, ~~the~~ Agent should immediately terminate all activities. Agent shall notify the ~~Provenca~~ Provincial Broker of such a

situation immediately.

[17.8.3 Workvivo. Workvivo should be checked regularly for meeting information and other important Provincial and Company updates and information.](#)

Article 18 THIRD PARTY VENDORS

Company will not be responsible for any expenses incurred for work or services performed by a third-party vendor. Expenses for such services as inspections, surveys, etc. should be billed to and paid for by either the buyer or seller.

Article 19 UNAUTHORIZED REAL ESTATE ACTIVITIES

19.1 Unless otherwise stated herein, the following Sections of Article 19 are not authorized activities unless expressly ~~approved~~accommodated in writing by the Provincial Broker, and ~~approval~~such accommodation is confirmed by an authorized representative of the Company.

19.1.1 Walk Through Inspections. Walk through inspections, if allowed, are part of the reasonable steps that a client should take to determine the condition of a property. ~~An~~ Agent may not perform a final walk-through inspection on behalf of Agent's client.

19.1.2 Acting Under a Client Power of Attorney. ~~An~~ Agent may not act under a power of attorney to perform business transactions on behalf of a client. ~~An~~ Agent may not and shall not act in the capacity of an attorney-in-fact on behalf of a client.

19.1.3 Property Management. ~~An~~ Agent may not and shall not perform property management activities on behalf of a client. "Property management" is the management of another person's real property, including, but not limited to, running background checks, selecting tenants, rent collection, or scheduling maintenance and repairs. Further, ~~an~~ Agent may not be employed by a property management company. ~~An~~ Agent may, where permissible by provincial licensing laws, manage Agent's own personal properties.

19.1.4 Real Estate Development and Construction Activities. ~~An~~ Agent may not conduct activities around the construction of a real estate development. In addition, ~~an~~ Agent may not engage in construction activities, including, but not limited to, new construction or remodeling projects, or rehabilitation of real property and flipping, without prior written consent of the Company through an addendum to the Agreement.

19.1.5 Repairs or Contracted Work. ~~An~~ Agent may not personally perform repairs or contract for repairs or other contract work on a property that is owned by a seller Agent represents or a property that a buyer Agent represents is purchasing. Further, ~~an~~ Agent may not personally perform repairs or contract work on a property a buyer that Agent represents is purchasing.

19.1.6 Purchasing Loans. Agents shall not purchase and resell loans. This activity is strictly prohibited.

19.1.7 Contract for Deed. Under a contract for deed, a buyer makes regular payments directly to a seller until the amount owed is paid in full. The seller retains legal title to the property until the amount owed by the buyer is paid. If the buyer defaults on the payments, the seller can repossess the property. ~~Agents~~Agent shall not represent a client in a

contract for deed.

19.1.8 Selling Businesses. ~~An~~ Agent may not represent a client outside the scope of real estate transactions, including, but not limited to, in the capacity of a business broker to sell a business, without prior written approval of the Provincial Broker.

19.1.9 Mortgage Activities. ~~An~~ Agent who is also licensed as a mortgage originator may not act simultaneously as both ~~an~~ Agent and mortgage originator in the same transaction.

19.1.10 Appraisal Activities. ~~An~~ Agent who is also licensed as a real estate appraiser may not act simultaneously as both ~~an~~ Agent and real estate appraiser on properties in which Agent's clients are directly involved.

19.1.11 Familial Recommendations. ~~An~~ Agent may not recommend a client to any third-party vendor or service with which ~~the~~ Agent has a familial relationship.

19.1.12 Undisclosed Dual Representation. ~~An~~ Agent that represents both the seller and the buyer of real property in the same transaction, without written permission from both parties agreeing to such representation, is defined as "undisclosed dual representation," and whether unintentional or accidental, is expressly prohibited.

19.1.13 Auctions. ~~An~~ Agent is prohibited from engaging in auctions related to real property.

Article 20 FURTHER LEGAL COMPLIANCE

20.1 Telephone Solicitation. No telephone solicitation is allowed by ~~an agent~~ Agent to individuals who have registered their telephone numbers on the National Do Not Call List. ~~Agents~~ If Agent is utilizing cold calling lead generation, Agent must remain compliant with all federal, provincial, and local laws. It is strictly prohibited for an Agent to contact leads in connection with Agent's real estate business using numbers that are randomly or sequentially generated by technology or pre-recorded messages/artificial voices. The Company is not liable or responsible for any advertising done by Agent and Agent agrees to indemnify, defend, and hold the Company harmless from any costs and damages, legal or otherwise, arising from the Agent's failure to comply with this requirement.

20.2 Drones. ~~Agents~~ If Agent is using drones in connection with their real estate activities ~~agree~~, Agent agrees to ~~be compliant~~ comply with all applicable laws and regulations regarding drones. ~~Agents~~ Agent will be solely responsible for any ~~finances resulting from any violations~~ liability, damage, cost, expense, charge, fine, penalty or assessment in respect of any civil, criminal or administrative action or proceeding that may result from the Agent's use of drones.

20.3 Data Protection Policy. To the extent Agent shall obtain or process any Customer Data (as defined in the Company Data Processing Policy ("DPP")), Agent shall comply with the Company Data Processing Policy (located on onerealestate.com), which policy may be updated from time to time in Company's sole discretion without notice, and all applicable Data Protection Laws as defined therein. Agent agrees to revisit the DPP regularly to ensure ongoing compliance with the most recent version of the DPP. The DPP shall be applicable to any Personal Data (as defined therein) obtained and/or processed by Agent in connection

with its activities conducted pursuant to this Agreement. Additionally, Agent acknowledges that it has been advised that Company may transfer Customer and Personal Data (as defined in the DPP) to the United States or another country for storage and Agent consents to such transfer and Agent further represents and warrants that it will obtain consent to this transfer as necessary from its clients.

Article 21 STOCK TRADING POLICY

The Company has adopted a Stock Trading Policy that applies to agents, among others. The Stock Trading Policy was adopted to promote compliance with applicable securities laws and to preserve the reputation and integrity of The Real Brokerage Inc. and its subsidiaries, including Real Broker, LLC (collectively, the "Company" for purposes of this Article 21). Pursuant to the Stock Trading Policy, no ~~real-estate agent~~Agent affiliated with the Company, among others, who is aware of material nonpublic information relating to the Company may, directly, or indirectly or through family members or other persons or entities: (i) engage in transactions in Company securities, except as provided in the Stock Trading Policy, (ii) recommend the purchase or sale of any Company securities, (iii) disclose material nonpublic information about the Company to persons within the

Company whose jobs do not require them to have that information, or outside of the Company to other persons, including, but not limited to, family, friends, business associates, investors and expert consulting firms, other than with the prior written consent of the Company, (iv) elect to participate in a Company equity plan, or (v) assist anyone to engage in the foregoing activities. Information is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. Nonpublic information is information that is not generally known or available to the public. The description of the Stock Trading Policy in Article 21 is qualified entirely by the terms of the Stock Trading Policy found in the Investors - Corporate Governance section of the Company's website at ~~www.onereal.com~~www.onereal.com. Agent agrees to comply with the Stock Trading Policy.

Article 22 TEAMS

22.1 Formation Requirements. Teams may be formed at any time during an Agent's tenure with the Company. A team consists of two or more Agents who work collectively to perform real estate activities for the Company. A team will have at least one team leader and at least one team member. To form a team, the team leader must contact ~~supportCAD@therealbrokerage.com~~supportCAD@therealbrokerage.com and identify themselves as the team leader and any team members who are on the team. Any Agent that wants to form or join a team must sign a Team Addendum in the form provided by the Company. To form a team, Agent must have a minimum production of \$5 million in the past 12 months.

~~**22.1.1 Standard Team.** To qualify for standard team status, the team leader must have at least three years of experience in the real estate industry, as determined by the Company in its sole discretion (a "Standard Team").~~

~~**22.1.2 Platinum Team.** To qualify for platinum team status, the team leader and its member(s) (a "Platinum Team" and together with a Standard Team, "Team") must collectively have \$100 million in closed transaction volume during a calendar year. A Platinum Team must have a team leader and at least fifteen (15) members.~~

~~**22.1.3 Other**~~

~~**22.1.1 Teams.** The Company may from time to time create other types of teams. The terms,~~

conditions and obligations of ~~the~~each team ~~will~~shall be set forth in a Team Addendum in the form provided by the Company.

~~**22.2 Cap Status.** "Agent Cap" means the dollar amount after which the agent will no longer split commissions with the Company. The Agent Cap is set forth in the Agreement between the Agent and the Company, and is either \$4,000 CAD, \$6,000 CAD, or \$12,000 CAD. Contributions toward the Agent Cap reset to \$0 CAD on the Agent's Anniversary Date each year of year. Agents who have met their Agent Cap who wish to join a Team should note that the reset to the Team Cap Status (as defined below) will take place on the Agent's next Anniversary Date; provided, however, that if the Agent wants to join the Team prior to the Agent's next Anniversary Date, the Agent may do so but the Agent's contributions toward the Agent Cap will reset to zero; further, provided, however, that if the Agent would like to move from a \$4,000 CAD Agent Cap to a \$6,000 CAD Agent Cap, the Agent will get credit for the \$4,000 CAD already achieved during the Anniversary Year, and if the Agent would like to move from a \$6,000 CAD Agent Cap to a \$12,000 CAD Agent Cap, the Agent will get credit for the \$6,000 CAD already achieved during the~~

~~Anniversary Year. The cap status of new Agents to the Company who are joining a Team will be established during the affiliation process when it is determined which team the Agent is joining, if any at all.~~**22.2 Cap Status.** Any changes to Agent Cap Status will occur on Agent's next Anniversary Date; unless (i) Agent has not met their Agent Cap; and (ii) Agent's contributions to its current Agent Cap is less than the Agent Cap offered if Agent joins Team. Any other Team terms, including additional cap with the Team set by a Team Leader, will be described in the Team Addendum or other Addendum.

22.3 Responsibilities of Team Members. Team members may receive benefits from being on a Team, and in return, Team members will provide an agreed percentage of commissions earned to the Team leaders on each closed transaction. A Team member agreement will be signed by all Team members, which enumerates the commission split among Team members and responsibilities to the Company and Team. Prior to entering into a team member agreement, team members should discuss the benefits and financial terms of being on a team with the team leader.

22.3.1 Responsibilities of Team Leaders. Although Provincial Brokers are ultimately responsible for the real estate activities of each Agent, the Team leader is responsible for every activity of the Team members. The Team leader should develop business practices within the Team that promote and comply with all federal, provincial, and local laws, together with rules and regulations of the provincial licensing authority, affiliated associations/board, and multi-listing services. The Team leader should provide services and leadership which are beneficial to the Team member(s) and proportionate to the percentage of commissions being charged. A Team leader agreement will be signed by the Team leader which enumerates these responsibilities and their commission split.

22.4 Team Commission Split.

22.4.1 Team Member Split. Team members will return a minimum of twenty-five percent (25%) of

commissions earned on each closed transaction to the Team leader and the Company, comprised of at least ten percent (10%) to the Team leader and fifteen percent (15%) to the Company. ~~In exchange, Team members on a Standard Team will have a \$6,000 CAD Agent Cap, and Team Members on a Platinum Team will have a \$4,000 CAD Agent Cap. Team leaders will have a \$12,000 Agent Cap. Any variation from the Team member split described in this paragraph must be approved by an authorized representative of the Company.~~

~~22.4.2 Billing/Accounting. Each transaction will be in the name of the Team member. Team members will be eligible to participate in the Agent Stock Purchase Plan. The Company will pay revenue share based on Team member's individual production. The Company will have the ability to track the respective Team members' individual production.~~ [\[RESERVED\]](#)

~~22.4.3 Domestic Team. A domestic team is comprised of either a domestic couple or related family members ("Domestic Team"). A Domestic Team shares the amount of the Agent Cap occupies one position in the revenue share tree. There is no production requirement for a Domestic Team. In the event of a Domestic Team dissolving, the primary real estate agent of the Domestic Team will retain the revenue share organization.~~

~~22.4.4 Domestic Team Billing/Accounting. Transactions may be in the name of the Agent working the transaction, but all transactions will be applied to one Domestic Team account. The Domestic Team may participate in the Agent Stock Purchase Program and the revenue share program as a single unit. If Domestic Team members choose to opt in, the Domestic Team may opt in to one shared Chime Account.~~

~~22.4.5 Elite Status. Should the Domestic Team reach the production requirements for Elite Agent Status (as defined in Article 24), both Domestic Team member(s) and Domestic Team leader will be recognized collectively and will receive one elite award.~~

Article 23 GROUPS

23.1 Formation Requirements. A "group" is a collection of one or more Agents who agree to work together under one marketing name. A group may be formed at any time during the ~~Agents~~[Agent's](#) tenure with the Company and has no production requirement.

23.2 Capping. Each member in a group must meet their Agent Cap and will cap as an individual Agent, not as a member of the group. Each member of the group participates in the revenue share program on an individual basis. Each member in a group is eligible for elite status awards.

Article 24 ELITE AGENT PROGRAM

24.1 Agents who achieve exceptional sales volume and embody the core cultural values of the Company, as determined in the Company's sole discretion, are offered the opportunity to earn elite agent status. In order to earn elite agent status ("Elite Agent Status"), one of the following production benchmarks must be met: (i) payment of the full Agent Cap and generation of \$9,000 ~~CAD~~ in the Post Capping Fee, or (ii) generation of a minimum gross commission income of \$500,000 ~~CAD~~ by the Agent (for clarification, this is the Agent's gross commission income and

does not include amounts paid or payable to the Company) and ten (10) completed transactions with all sales prices at \$1,000,000 ~~CAD~~ or above where the agent is at least a ~~50~~51% participant in the transaction.

24.2 Elite Awards. Upon Agent's achievement of a production benchmark pursuant to Article 24 within ~~an~~ Agent's Anniversary Year, ~~the~~ Agent (an "Elite Agent") will be awarded \$16,000 ~~CAD~~ in Restricted Share Units ("RSUs") that vest after three (3) years. In addition, \$8,000 ~~CAD~~ in RSUs, which will vest over three (3) years, will be awarded to an Elite Agent upon completion of approved cultural contributions back to the entire agent population through Real Academy or through support of a cultural or charitable organization, which completion determination will be determined in Company's sole discretion. The specific terms of the RSU grants will be governed by the terms and conditions of the Company's Elite Agent Stock Grant Program. The \$275 ~~CAD~~ capped transaction fee will be reduced to \$129 ~~CAD~~ upon ~~the~~ Agent achieving Elite Agent Status. All fees will reset annually upon ~~the agent~~Agent's Anniversary Date. The transaction fee for Agents who are at a one half (¹/₂) cap on the Team or Domestic on a Team will need drop to pay an additional \$9,000 CAD in post Agent Cap transaction before the Agent's capped transaction fees\$129 once at least one team leader hits Elite Status; provided that beginning on April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for all other Agents, the transaction fee for only Agents with an Agent Cap of less than \$15,000 who are on a Team will drop to \$129 ~~CAD~~once at least one team leader hits Elite Status. Agents with an Agent Cap that is less than \$12,000 ~~CAD are not eligible to participate, which means that Standard Team members~~(\$15,000 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for all other Agents) are not eligible to participate. The Elite Agent Program is reviewed annually and is subject to change at the Company's discretion.

24.3 Domestic Team. Should a Domestic Team reach the production requirements for Elite Status, the team will be recognized together and will receive one elite award.

Article 25 AGENT ATTRACTION AND/OR RECRUITING

25.1 In any conversation with potential agents regarding affiliation with the Company,

Agent shall not suggest, advise, instruct, or give any type of guidance how to nullify, invalidate, or bypass an existing contractual agreement the potential agent has with the potential agent's current brokerage, including, but not limited to, an independent contractor agreement, corporate franchise agreement, or non-compete agreement. Agent will indemnify, defend, and hold harmless the Company for any damages incurred as a result of actions that would violate Article 25.

25.2 Prohibited Agent Attraction Activities. ~~The following activities are prohibited in connection with attraction and/or recruiting of potential agents:~~

25.2.1 Agent shall not disparage agents from other brokerages or ~~other agents~~ those affiliated with the Company. "Be Kind" is one of the core values of the Company. Disparaging another agent is not being kind and is completely unnecessary.

25.2.2 ~~Advertisements created solely for the purpose of attracting agents to the Company for the benefit of revenue share is strictly prohibited. This would include, but is not limited to:~~

- Customized sponsored social media advertisements (use of Company templates are allowed);
- Email campaigns or email solicitation;
- Automated text message systems or dropping messages into voicemail boxes;
- Automated email and social media marketing platforms;
- ~~Auto dialers;~~
- ~~Group texting;~~
- Print advertisements ~~focused on attraction;~~
- ~~Postcard, postcard~~ campaigns, or mailers focused on attraction; ~~or~~
- Disparaging comparisons of other brokerages to the Company in any printed or digital format.

25.2.3 ~~Providing the below incentives/opportunities to potential agents is further prohibited:~~

- Cold calling, sly-dials/voicemails, direct messaging, texting and/or mass texting, emailing, to prospective agent who you have no previous relationship with;
- Meetings organized to explain the Company's business model or training events primarily created for agent attraction purposes without prior written permission from the Company and full disclosure of the event agenda; or
- Inviting prospective agent to join in-person or online training or events where people are promised something, but instead delivered a pitch to join Company.

Providing the below incentives/opportunities to potential agents is further prohibited:

- Enticing or promising agent "value" by selecting ~~agent~~ Agent as sponsor;
- Lead generation platforms provided to potential agents;
- Coaching;

- Trips;
- Leads;
- Contact Relationship Management;
- Rebates;
- Currency in return for naming agent as Sponsoring Agent;
- Office space;
- Other valuables or consideration to name ~~agent~~Agent as a Sponsoring Agent;
- “Bait and switch,” or enticing a potential ~~agent~~Agent to name agent as Sponsoring Agent versus another Company agent who referred the potential ~~agent~~Agent to agent for validation; ~~or~~
- Use of third-party recruiting services on ~~agent~~Agent’s behalf; or
- Exclusive offers.

Sponsor-provided offers or incentives may only be offered if extended to all potential agents and must be offered through, and meet the requirements of, the Company’s approved processes. A team leader of a Company-approved team (not a marketing group) may offer value-add incentives to all members of the team so long as the team members provide value back to the team leader through a commission split or fee. If an Agent is operating a marketing group, Agent is not permitted to offer value-add incentives to that group.

25.3 ~~Permitted~~Allowed Agent Attraction Activities. The following activities are allowed in the context of attracting and/or recruiting potential agents:

- ~~Relationship~~—Relationship driven conversations with potential agents that Agent has a current relationship with, including agents from a prior or current transaction, or peers in the real estate industry whom agent has an existing relationship;
- ~~Inviting~~—Inviting outside agents to Company training events;
- ~~Agent’s posts to Agent’s own social media accounts demonstrating Agent’s success, value, and wins in real estate and Company announcements;~~ or
- ~~Agent’s compliment of other brokerage models, boast of the Company’s core values, or share of the Company’s purpose statement.~~

25.4 An

25.4 Agents with large revenue share networks will be held to a higher standard as their actions can influence the reputation and business of their fellow Agents and the brokerage disproportionately. These Agents will be encouraged to support the brokerage in upholding these agent attraction policies not only in their own action but in those of their network. Agent shall not poach or entice a prospective agent from another Company agent and Agent shall support fellow Company Agents and respect prospective agent’s decisions in identifying a sponsoring agent. Agent shall not form, outside of the Company, any groups of Company agents connected through downlines if those groups exclude existing or future Company Agents not connected through

[sponsorship trees or relationships.](#)

25.5 Any Agent whose actions are found to have violated the provisions of Article 25 may be subject to termination of the Agreement at the Company's sole discretion.

Article 26 UNDISCLOSED TOPICS

26.1 ~~Decisions regarding how to address topics not expressly address in this Manual will be at sole discretion of the Company.~~

26.2 ~~Revisions/Modifications to this Agreement and Addenda. The Company may amend, modify and/or amend and restate this Agreement and all addenda hereto from time to time. The Company will provide Agent notice of all material changes and any changes, modifications, amendments or amendments and restatements of this Agreement will be effective ten (10) days after notice to Agent. All amendments of this Agreement shall be made in writing and no oral amendment shall be binding on the Parties. If in doubt about a policy or topic not discussed in this Manual, contact the Provincial or Regional Broker.~~

Article 27 ~~REVISIONS/MODIFICATIONS TO THIS AGREEMENT~~ [RESERVED]

~~As the Company continues to grow and develop in Canada, the Company's information, policies, procedures and benefits change frequently. Accordingly, the Company reserves the right to revise, supplement or rescind any of the provisions described in this Manual at any time. The Company will endeavour to provide prior notice of any such changes. This Manual supersedes all previously issued handbooks and any inconsistent policy, memoranda or oral or written statements.~~

Acknowledgement

Policies and Procedures Acknowledgment and Acceptance

I acknowledge that I have received a copy of the Company's National Policies and Procedures Manual for Canadian Agents. ~~By signing below, I confirm~~ and that I read it, understood it, understand and agree to comply with the Manual. ~~I further~~ understand that failure to adhere to the policies and procedures ~~of this Manual~~ may result in termination of ~~my~~ the Agreement ~~with the~~ in Company's sole discretion.

Signature: _____

Printed Name:

Date: _____

