

# REAL BROKER RESIDENTIAL INDEPENDENT CONTRACTOR AGREEMENT

Name of Agent ("Agent"):

Primary Province Licensed:

License No.:

Additional Province:

License No.:

Additional Province:

License No.:

Date of Agreement ("Effective Date"):

The addenda checked below and the ~~Terms and Conditions and Privacy Policy~~ [Terms of Use and Privacy Policy](#), which are found on the URL ~~<https://joinreal.com/page/legal>~~ <https://onereal.ca/pages/privacy-policy> and mobile application reZEN (collectively, "Terms and Conditions"), as may be amended by Company from time to time, are hereby incorporated into this Residential Independent Contractor Agreement by reference as if fully set forth herein (together with the below checked addenda, the "Agreement"):

Policies and Procedures Manual (the "Manual") – [Updated March 2025](#)

~~Agent Attraction Code of Conduct~~

Commission and Fee Schedule Addendum – [Updated March 2025](#)

Willable Revenue Share Program Addendum – [Updated March 2025](#)

Agent Stock Purchase Program – [Updated March 2025](#)

~~Elite~~ Agent [Awards](#) Stock Grant ~~Plan~~ Program – [Updated March 2025](#)

Province Addendum

~~Property Management Addendum~~

~~Development and Construction Addendum~~

~~Capped Status Addendum~~

~~Team Leader Addendum~~

~~Team Member Addendum~~

~~Domestic Team Addendum~~

~~Capping and Attracting Awards Grant Program~~

[This Agreement and the above checked addenda, updated in March 2025, supersede and replace all prior versions of the Residential Independent Contractor Agreement and the above checked addenda. From time-to-time Company may update the Agreement or addenda pursuant to Article 27.2. All monetary amounts referenced in the Agreement are in the Canadian Dollar \(CAD\).](#)

## Article 1 PARTIES

This Agreement is entered into by and between Agent and The Real Brokerage Inc., ~~or any of~~ [and](#) its [Canadian real estate brokerage affiliated](#) entities; including but not limited to Real Broker AB LTD, Real Broker BC LTD, Real Broker Ontario LTD, Real Broker Manitoba LTD, and Real Broker SK LTD (collectively, the "Company"). Agent acknowledges Agent is licensed and duly qualified to provide real estate agent services to the general public in the province(s) listed above and wishes to affiliate and place Agent's license with the Company. The Company desires to allow Agent to affiliate with the Company according to the terms and conditions stated herein. The Company and Agent are referred to individually as a "Party" and collectively as the "Parties."

Agent Initials

March 2025

## Article 2 TERM

This Agreement shall commence upon the Effective Date and continue until either Party elects to terminate this Agreement ~~in accordance with Article 3 hereunder~~.

## Article 3 TERMINATION

**3.1** This Agreement may be terminated by the Company at any time with or without cause by providing written notice to Agent. The Company will endeavor to provide prior written notice of termination, where appropriate. All sections of this Agreement that survive by their nature will survive expiration or termination of this Agreement for any reason, including, but not limited to, the terms governing disputes and claims between the Company and Agent under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

**3.2** Upon termination of this Agreement, Agent shall:

- i. ~~(i)~~ provide the Company all information, files, and documents relating to closed, pending, or current contracts under the Agreement by immediately uploading the same to the Company's proprietary document repository system, reZEN;
- ii. ~~(ii)~~ immediately cease using any and all sales, marketing, or other materials bearing the logo or name of the Company; and
- iii. ~~(iii)~~ authorize the Company to offset any outstanding amounts due and owed by Agent to the Company against any Commissions (as defined by the Commission and Fee Schedule Addendum) due to Agent under the Agreement.

**3.3** Agent acknowledges that termination ~~from~~ of Agent's license affiliation with the Company (referred to throughout the Agreement as "termination" or "termination of this Agreement") may result in a significant financial loss, including, but not limited to, loss of stock awards and revenue share, in accordance with the terms and conditions of the applicable program documents for same.

**3.4** This Agreement shall automatically and immediately terminate in the event Agent's real estate license is expired, revoked, canceled, suspended, or becomes inactive for any reason, or is otherwise transferred to be associated with a broker not affiliated with the Company's license.

**3.5** This Agreement may be terminated by Agent at any time with or without cause by providing written notice to the Company by sending an e-mail with the notice to ~~supportcad@therealbrokerage.com~~, supportcad@therealbrokerage.com. The Agent will endeavor to provide prior written notice of termination, where appropriate. If Agent fails to notify the Company prior to Agent's termination of Agent's affiliation with the Company, and the Company is charged fees by a real estate association or other organization on behalf of Agent subsequent to Agent's termination, then, in addition to any other fees or offsets owed by Agent resulting from the termination, Agent agrees to pay such fees to Company.

**3.6** In the event the relationship between the Company and Agent is found to be either an employment or a dependent contractor relationship, and if it is determined that the Company did not have grounds to terminate this Agreement without notice (or pay in lieu), then the Parties acknowledge and agree that the Company shall provide Agent with only the minimum termination entitlements required by the applicable employment standards legislation in the province of work.

## Article 4 CONDUCT OF AGENT

Agent acknowledges that Agent has read, fully understands, and will comply with the Manual, which is hereby incorporated into this Agreement. Agent shall conduct all business dealings in a professional manner and in compliance with the policies set out by the Company in the Manual. Violations of the Manual may result in immediate termination of this Agreement pursuant to Article 3. Agent represents and warrants that Agent is not bound by any non-compete, non-solicitation or other similar provision that would restrict Agent's work or activities performed under this Agreement.

## **Article 5 INDEPENDENT CONTRACTOR STATUS, COSTS, & EXPENSES**

**5.1 Independent Contractor.** Agent's relationship with the Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship between the Company and Agent. ~~Agent shall be solely responsible for and have control over all services required or provided by Agent under this Agreement.~~ Agent will not be entitled to any of the benefits that the Company may make available to its employees, including, but not limited to, group health or life insurance or retirement benefits. Furthermore, Agent acknowledges and affirms that Agent is not entitled to any unemployment insurance benefits as a result of Agent's relationship with Company. Agent is not authorized to make any representation, contract, or commitment on behalf of the Company unless specifically requested or authorized in writing to do so by an authorized representative of The Real Brokerage Inc. The Company shall not be liable for any obligation, injury, disability, or liability incurred by Agent. Agent affirms that Agent is engaged in entrepreneurial activities in an established trade, occupation, or business and is at risk for profit and loss.

**5.2 Taxation.** ~~As~~ Agent is not an employee of the Company, income taxes, including federal or provincial taxes, employment insurance premiums, Canada Pension Plan premiums, workers' compensation premiums, and all other statutory amounts shall not be withheld, remitted or paid by the Company on behalf of Agent. Agent is solely responsible to withhold, pay, and remit all taxes and other statutory amounts as mandated by law, with respect to any compensation received under this Agreement.

**5.3 Expenses.** Agent acknowledges that payment of any expenses incurred by Agent, including, but not limited to, professional licenses and dues, MLS fees, insurance travel expenses, office space, place of business, communication charges, supplies, advertisements, or marketing materials are Agent's sole responsibility and will not be reimbursed by the Company. In addition, Agent may be required to directly purchase Errors and Omissions liability insurance ("E&O Insurance") for Agent's real estate work in certain provinces. Agent agrees that Agent is solely responsible for the cost of such insurance and for procuring the insurance. The Company shall not be liable for any such expenses incurred by Agent or for a failure of Agent to procure any required insurance.

**5.4 Costs Attributable to Clients.** Agent acknowledges that any expenses involved in a real estate transaction, including but not limited to property inspections, surveys, well inspections, and septic inspections, are costs that shall be ordered in the name of, billed to, and paid by the seller or buyer involved in that transaction. The Company is not liable for any of Agent's clients' costs associated with real estate transactions.

**5.5 Control.** ~~Agent shall be solely responsible for and have control over all services required or provided by Agent under this Agreement.~~ Agent shall control and direct the manner, means and methods of performing the details of the services. Agent shall control and direct priorities on time, amount of effort and hours of work to accomplish the services under this Agreement. At all times during which this Agreement will be in effect, Agent shall be a licensed real estate agent, having taken the training necessary to maintain an active license. Consequently, while the Company may offer Agent training regarding the services, Agent shall not be required to attend meetings, educational seminars or trainings of Company.

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5.6 Other Endeavors. Agent may contract with others to provide work, and Agent is free to accept or decline other engagements if Agent chooses; provided however, that Agent must adhere to the obligations contained herein, as well as any other obligation to the Company in performance of such outside engagements.

## **Article 6 INSURANCE AND INDEMNIFICATION**

**6.1 Workers' Compensation Insurance.** The Company will comply with any provincial requirement which requires the Company to provide workers compensation insurance for its affiliated agents in that province. However, such compliance shall not affect Agent's status as an independent contractor, nor shall Company's compliance be construed as an indication that Agent is an employee of Company for any purpose whatsoever. Absent such provincial requirement, the Company will not provide workers' compensation for Agent or its employees, if any.

**6.2 Personal Injuries to Agent.** Agent and its employees, if any, waive any rights to recovery from the Company for any injuries that Agent and/or its employees may sustain while performing services under this Agreement.

**6.3 Automobile Insurance.** Agent shall, at all times, maintain automobile insurance coverage for liability and property damage with minimum coverage amounts of \$500,000 ~~(CAD)~~. Company shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of Agent or as a result of Agent's default of this Agreement.

**6.4 Notice of Legal Claim.** Agent agrees that Agent shall provide the Company written notice (with a copy to [legal@therealbrokerage.com](mailto:legal@therealbrokerage.com)) of any lawsuit, claim or demand for payment that arises from Agent's provision of real estate services under the Agreement within two (2) business days of Agent's notice of same. The notice must state "NOTICE OF LEGAL ACTION OR CLAIM" in the subject line. If Agent does not provide the Company notice of a lawsuit, claim or demand for payment within the time period and the manner specified herein, and E&O insurance coverage is denied as a result of a delay in notifying the insurance carrier, then Agent shall indemnify and hold harmless the Company Indemnified Parties (as defined below) from all liabilities, losses, damages, demands, claims, costs, and expenses, including reasonable attorney fees, related to defending the claim or lawsuit.

**6.5 E&O Insurance.** Agent shall carry E&O Insurance through the relevant provincial regulator. Agent understands that the Company's ~~errors and omissions ("E&O") insurance~~ Insurance may cover claims arising from certain real estate transactions under this Agreement. ~~To the extent the Company's E&O insurance covers claims or lawsuits arising from or in connection with certain real estate transactions in which~~ Whether or not E&O Insurance is used for a particular claim or dispute, an Agent's whose alleged conduct ~~is at issue, Section 6.5 and Agent's obligations herein shall apply. Agent shall be responsible for a deductible deposit payment on any transaction brokered through the Company that is the subject of a lawsuit or claim that arises from Agent's provision of real estate services under the Agreement. Agent understands and agrees that Agent is responsible for payment of~~ forms the basis, in whole or in part, for a dispute is required to pay \$5,000 ~~(CAD) of~~ to the E&O insurance deductible, ~~unless the lawsuit or claim was brought in any part due to Agent's misconduct, negligence or fraud, as determined in~~ Company for the Company's to use in its sole discretion to defend and resolve the dispute. If Agent is alleged to have engaged in grossly negligent or fraudulent conduct during a transaction or in a manner that is ~~the subject of a lawsuit or claim~~ inconsistent with Agent's obligations under the Agreement, Agent shall be responsible for payment of the E&O ~~insurance~~ Insurance deductible up to \$10,000 (CAD) in full. The Company has sole discretion in determining at any time whether Agent is alleged to have acted with gross negligence ~~or,~~ in a fraudulent manner, or in a manner inconsistent with ~~respect to the services provided~~ Agent's obligations under ~~this~~ the Agreement. Agent agrees to pay the deductible amount in accordance with the terms

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above regardless of Agent's sponsorship status by the Company and regardless of whether Agent denies the alleged conduct. Agent hereby authorizes the Company to offset or withhold ~~up to \$10,000 (CAD) under this Section 6.5~~ from Agent's share of Commission, or other amounts due and owing to Agent under the Agreement, any amounts due under this Section 6.5. For clarity, references made to a claim in this Article 6 shall also include a dispute for which no monetary or other demand has yet been made.

**6.6 Indemnification.** In the event ~~the claim, event, or real estate transaction~~ E&O insurance is not ~~subject to or otherwise covered by the Company's used, coverage is denied, or~~ E&O insurance ~~as provided in Section 6.5~~ coverage is otherwise inapplicable for a particular dispute, then the following indemnification obligations shall apply. Agent shall defend, indemnify, and hold harmless the Company, its owners, managers, affiliates, directors, officers, agents, employees and representatives (collectively, "Company Indemnified Parties") from any third-party claims, causes of action, suits, or proceedings arising out of, in whole or in part, allegations pertaining to Agent's conduct, including, (i) the discharge of Agent's duties under the Agreement; (ii) any fraud or misrepresentation of Agent, including, but not limited to, Agent's misrepresentation of its relationship with the Company to any third party or any action by Agent taken or omitted pursuant to this Agreement; (iii) Agent causing bodily injury, death of any person, or damage to real or tangible personal property resulting from Agent's acts or omissions, (iv) Agent's breach of any applicable federal, provincial, or local laws and regulations; (v) breach of Agent's fiduciary duties to Agent's clients; (vi) breach of contract with a third party and Agent where the third party demands the Company compensate the third party for damages arising under, or related to, the contract; (vii) Agent's actions that are not directly related to Agent's real estate activities as outlined in the Agreement or alleged action or omission by Agent that is inconsistent with Agent's obligations under this Agreement; (viii) Agent's alleged infringement, misappropriation, or other alleged violation of intellectual property rights of a third party, (ix) Agent's misuse or unauthorized use of the AI Tools or any other items or materials provided by Company to Agent in connection with this Agreement, or (x) any breach of the sections entitled "Automobile Insurance" and "Prohibition Against Sponsorship Offerings", and Agent shall indemnify, defend, and hold harmless the Company Indemnified Parties from all resulting liabilities, losses, damages, demands, claims, costs, and expenses, including reasonable attorney legal fees. Agent expressly understands and agrees that the Company shall not be responsible for payment of cost of defense of claims, events, or real estate transactions in which the Company's E&O insurance is not used, or that are not subject to or otherwise covered by the Company's E&O insurance. For claims or proceedings identified in this Section 6.6, Agent understands and agrees that Agent is responsible for an initial payment of \$5,000 ~~(CAD)~~ to Company when a dispute arises, including when a claim is made or lawsuit or other proceeding is initiated, ~~unless the proceeding or claim was brought in any part due to Agent's improper conduct as determined in the Company's sole discretion~~. If ~~Agent's conduct that is~~ the subject of a lawsuit ~~or~~, claim, or dispute in this Section 6.6 ~~was improper~~ involves allegations that Agent acted with gross negligence, in a fraudulent manner, or in a manner inconsistent with Agent's obligations under the Agreement, Agent shall be responsible for an initial \$5,000 ~~(CAD)~~ payment to the Company and also thereafter immediately responsible for the balance of all resulting liabilities, losses, damages, demands, claims, costs, attorney fees, and expenses under this Section 6.6 as they come due. The Company has sole discretion in determining at any time whether ~~Agent's conduct was improper~~ is alleged to have acted with gross negligence, in a fraudulent manner, or in a manner inconsistent with Agent's obligations under the Agreement. The initial \$5,000 ~~(CAD)~~ payment, ~~with or without a finding of improper conduct~~, is without prejudice to Company's right to the full amount of all of its losses, costs, expenses, and damages under this Section 6.6. Agent hereby authorizes the Company to offset or withhold an initial \$5,000 ~~(CAD)~~ and any other amounts due under this Section 6.6 from Agent's share of commission, revenue share or other amounts due and owing to Agent. Any demands by Company or payments by Agent pursuant to this Section 6.6 are without prejudice to Company's right of indemnification.

**6.6.1** The obligations contained in Section 6.6 shall survive the expiration and/or termination of the Agreement and any other services to be provided pursuant to the Agreement.

**6.6.2** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section 6.6, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision in the Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision or Section shall not be affected thereby and shall remain valid and fully enforceable.

**6.6.3** Agent acknowledges and agrees that the Company has the right to make all decisions concerning the defense of a claim, including choice of counsel, and such selection shall not lessen or otherwise limit Agent's obligations hereunder. In the event that Agent objects to any decision made by ~~the company~~ Company, Agent may obtain Agent's own attorney at Agent's own expense; however, Agent shall not be relieved from Agent's indemnification obligations in Section 6.5 and 6.6. Agent shall promptly pay Company any amounts due upon notice to Agent from Company in regard to any claim or lawsuit.

**6.6.4** Agent agrees to cooperate in the defense of any action under Sections 6.5 and 6.6 of the Agreement. Agent will provide Company with such reasonable assistance, at Agent's expense, as Company may require to defend against any claims against Company in which Agent's conduct is at issue. Such cooperation shall include, but not be limited to, providing Company Indemnified Parties and their counsel copies of any and all relevant documents relating to the claim(s), consulting with Company Indemnified Parties and their counsel regarding the claim, and providing testimony (either in deposition or at trial or both) regarding the facts related to the claim(s). Agent further agrees that Agent shall preserve and maintain all documentation, both hard copy and electronic, related to claims and lawsuits for which Agent receives notice. Agent acknowledges and agrees that ~~the~~ Company has the right to make all decisions concerning the defense of a claim, including the right to choose and monitor counsel, right to veto the indemnitor's decisions relating to the litigation, and the right to approve settlement. Such selections and reserved rights shall not lessen or otherwise limit Agent's obligations hereunder.

**6.6.5** Agent agrees that Company may withhold a commission owed to Agent if there is a dispute regarding the commission or if a third party has made a claim to the commission until the dispute has been resolved. Agent agrees that Company shall incur no liability for such a withholding.

## **Article 7 PLACE OF WORK**

The Company is a virtual brokerage and does not provide an office space or other form of working space for Agent, except where required by law. Agent may work from home, personal office, or other place(s) of Agent's choice in accordance with applicable laws. Unless otherwise set forth in an addendum, Agent is not authorized to enter into a contract for a leased working space on behalf of the Company using the name of the Company or make any representation that the Company is a party to any such contract. The Company shall not limit Agent's activities to geographical areas or the manner in which Agent's activities are to be performed with regard to hours, schedule, or similar activities, except to the extent required by applicable law or regulation.

## **Article 8 LICENSING AND COMPLIANCE WITH LAWS**

**8.1** Licensed Activities. Agent is required to maintain real estate license(s) current and active during the term of this Agreement and shall comply with all applicable licensing laws and regulations, including satisfying all

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applicable continuing education and provisional license requirements of the province in which Agent is licensed. Agent agrees to provide the Company true and accurate license information in accordance with the terms and conditions of this Agreement. Agent shall provide Company with notice of any licensing violations of which Agent receives notice without delay.

**8.2 Compliance with Laws.** Agent shall be familiar and comply with all applicable federal, provincial, and local laws, policies, and procedures ~~having to do with purchasing and sales of real estate in the province(s) in which Agent is licensed~~, including, but not limited to, labour, data protection, and privacy laws.

**8.3 Board of Realtors.** Agent is required to apply and become a paying dues member to a local Association of Realtors board affiliated with the Canadian Real Estate Association within thirty (30) days of the ~~effective date~~Effective Date of this Agreement. All related costs shall be paid by the Agent. Agent agrees to reimburse Company for any cost incurred to Company by any Board of REALTORS® or MLS® for Agent's actions or lack of actions, or failure to join such Board of REALTORS® or MLS®. Agent agrees to comply with all MLS® and board rules and regulations and remain in Good Standing (as defined below) at all times. The Company retains the right to immediately terminate the Agreement in the event Agent fails to pay Agent's required dues and fees to any board, association, or MLS.

**8.4 Good Standing.** To be considered in "Good Standing," ~~an~~ Agent must be current on all financial obligations required to conduct real estate business, including all fees, dues, or amounts owed to the Company, provincial licensing authorities, and local, provincial, or national realtor associations and MLS. Any license status that reflects that a license is not in Good Standing, such as being expired, revoked, or suspended, will result in the immediate termination of the Agreement. Following termination of the Agreement, Agent may not engage in any real estate activity on behalf of the Company. The Company, by law, may not pay commission to any person who does not hold an active real estate license.

## **Article 9 BROKERAGE EXCLUSIVITY**

Agent agrees not to enter into another agreement to provide real estate services with another individual or entity in those provinces in which the Company is also licensed. Agent may enter into another agreement to provide real estate services with another individual or entity only in those provinces in which the Company is not licensed. Once the Company obtains a license to do business in a province in which Agent is also licensed, Agent shall, at no cost and without any liability to the Company, terminate any agreements to provide real estate services with any other individual or entity in such province. Agent agrees to conduct any and all real estate transaction(s) in the name of the Company, including but not limited to listings, sales, leases or rentals. Company may terminate this Agreement immediately upon violation of this requirement. Agent affirms that Agent has listed all states where Agent has a license to provide real estate services on the first page of this Agreement.

## **Article 10 PROPERTY MANAGEMENT**

For the purposes of this Agreement, "Property Management," is the professional management of another person's real property. Agents shall not practice Property Management. The Company may terminate this Agreement immediately upon a violation of this provision. Agent may, however, manage property that Agent owns in Agent's sole and individual capacity.

## **Article 11 AUTHORITY AND OWNERSHIP OF AGREEMENTS**

**11.1 Agent Authority.** Agent shall not bind, obligate, or commit the Company to any promise or representation unless specifically authorized in writing by an authorized agent of the Company or one of its subsidiaries. Agent shall not enter into any co-brokerage ~~agreement or division of commission~~ agreement without the prior written

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consent of the ~~Company~~ Provincial Broker or Company. Agent shall not enter into an agreement for a commission advance with a third party without the prior written approval of Company. For any commission advance to Agent, including, but not limited to, advances from commission advance agencies as well as commission installment payments, Agent agrees that Agent is responsible for all amounts owed under the agreement with the third party and will indemnify, defend and hold harmless Company against any liability to any third-party creditor. If Company pays a third-party for any amounts owed by Agent, Agent agrees to promptly reimburse Company and agrees that Company will have the right to offset against any amounts owed or payable to Agent.

**11.2 Ownership of Agreements.** Agent acknowledges all agreements for brokerage services in which the Company is named as a party, including, but not limited to, listings, buyer representation agreements, transaction agreements, and commission agreements, are owned exclusively by the Company.

## **Article 12 AGENT ACTIVITIES**

**12.1** Agent represents and agrees:

- i. ~~(i)~~ to solicit and obtain listings, sales, leases, or rentals of property for the Parties' mutual benefit;
- ii. ~~(ii)~~ to be competent in all geographical areas in which Agent is licensed as a realtor as required by provincial licensing laws;
- iii. ~~(iii)~~ that all real estate service contracts entered into under this Agreement shall be entered in the name of the Company;
- iv. ~~(iv)~~ that all compensation in connection with any real estate listing, sale, lease, or rental is to be made payable to the Company; and
- v. ~~(v)~~ to provide Company copies of all documents used in the closing of a transaction under this Agreement and all related documentation, including, but not limited to, listing and buyer representation agreements, purchase and sale agreements, addendums, disclosures, closing statements, and client information data, within two (2) business days of the execution of such document.

**12.2 Agent Use of Company AI Tools.** In connection with Agent's activities under this Agreement, Company may make certain technology and artificial intelligence (AI) tools available to Agent, including "Leo~~,"~~ Company's AI-powered assistant available through the ~~ReZEN~~ reZEN platform ("AI Tools"). Agent acknowledges and agrees that the AI Tools provided by Company are intended to support, facilitate, and enhance Agent's activities and provision of services under this Agreement. Agent shall use the AI Tools only for purposes from performing under this Agreement and providing services to Company. The AI Tools are not a substitute for professional judgment, experience, knowledge, and discretion applied by experienced real estate agents. Agent affirms that its decisions and actions ("Agent Actions") relating to this Agreement and the services hereunder will be made by Agent exercising Agent's independent professional judgment as a real estate agent, based on the Agent's experience and expertise, as well as accepted industry standards. Company does not warrant or guarantee any particular results or outcomes from the use of the AI Tools and does not assume, and expressly disclaims, any obligation or liability in connection with all Agent Actions. Agent acknowledges that it is solely responsible for verifying and ensuring the accuracy and appropriateness of all data supplied to by Agent, the interpretation of any output from the AI Tools, and the application of such output to Agent Actions. Agent will indemnify and hold Company harmless from any and all claims, losses, damages, liabilities, penalties, and expenses (including reasonable attorneys' fees) resulting from Agent Actions, including those based on information provided by the AI Tools.

## **Article 13 ~~ANNIVERSARY JOIN DATE, ANNIVERSARY DATE, ANNIVERSARY YEAR~~ AND AGENT CAP**

**13.1 Join Date, Anniversary Date, and Anniversary Year.** Agent's "Join Date" shall be the date on which Agent completes the onboarding process and transfers Agent's license to the Company. The "Anniversary Date" for

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Agent will be the first day of the calendar month following Agent's Join Date with the Company ~~unless the Company specifies otherwise here:~~provided that if Agent's Join Date is the first day of a calendar month, then it shall be that day. "Anniversary Year" for an Agent means the 12-month period that begins on Agent's Anniversary Date.

The Company will begin the onboarding process once the applicable fees are paid by Agent; provided, however, the Agent may request to begin onboarding at a different time, and the Company will consider this request.

**13.2 Agent Cap.** "Agent Cap" means the dollar amount of the Company's split of Commissions paid to the Company on Agent's closed transactions after which the agent will no longer split commissions with the Company. The Agent Cap is \$12,000 ~~(CAD)~~but will increase to \$15,000 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, unless otherwise set forth in an addendum or amendment to this Agreement. Agent's contributions toward the Agent Cap reset to \$0 ~~(CAD)~~ on the Agent's Anniversary Date each year. "New Agents" are those Agents whose Join Date is on or after April 1, 2025.

#### **Article 14 COMPENSATION & TRANSACTIONS UPON TERMINATION:**

**14.1 Agreement Termination.** Upon termination of this Agreement, so long as Agent is not in default of any provision of this Agreement, Agent may be entitled to payment for transactions that occurred prior to the date of termination for which Agent has not yet been paid. At the termination of this Agreement, Agent authorizes the Company to deduct from any Commissions due all financial obligations owed to the Company that are imposed by terms of this Agreement.

**14.2 Active Listings.** Upon termination of this Agreement, the Company, at its sole discretion, may release active listings to another broker with the written approval of the Company.

**14.3 Pending Transactions subject to Executed Purchase and Sale Agreement.** In the event of a termination of this Agreement, all of Agent's pending listings and pending sales subject to an executed agreement shall remain with the Company unless the Company sends a written document stating otherwise to Agent. If Agent has a transaction pending that is subject to an executed agreement at the time this Agreement terminates that requires further work, the Company may arrange for another agent in the Company to perform the required work. At the discretion of the Provincial Broker or Company, up to twenty percent (20%) of the Commission may be paid to another Company agent as compensation for the performance of such work and may be deducted from Agent's share of the Commission. In lieu of the up to twenty percent (20%) fee, the Company, at the Company's discretion, may approve, in writing, the release of all pending transactions subject to an executed agreement to the new broker for a fifteen percent (15%) referral fee to be paid back as directed by the Company. If Agent, while affiliated with the Company, enters into an agreement pursuant to which Agent owes a third party a referral fee for a transaction, Agent must notify the Company of this arrangement within three (3) business days of entering into the agreement with the third party. If Agent does not notify the Company, or does not provide sufficient notice to the Company prior to the closing of a transaction, that Agent owes a third party a referral fee for the transaction, and, as a result, the Company does not pay the referral fee from the Commission, then Agent shall be liable for the full referral fee, regardless of whether the Agent is still affiliated with the Company or has transferred to another brokerage. Further, if Agent, while affiliated with the Company, enters into an agreement pursuant to which Agent owes a third party a referral fee for a transaction, and Agent subsequently transfers to a new brokerage with that pending transaction, then Agent agrees that Agent and the new brokerage will be jointly and severally liable for the referral fee for such transaction. Agent agrees to notify Agent's new brokerage regarding any referral owed on a transferred pending transaction, and Agent's and Agent's new brokerage's responsibility

to pay the fee.

**14.4 Active Listings and Leads not subject to Executed Purchase and Sale Agreement.** In the event of a termination of this Agreement, active listings and leads not subject to an executed agreement will, if Agent is in Good Standing as determined in the Company's sole discretion and upon completion of transfer request documentation as required by the Company, be released to another brokerage in the case of listings, and be released to ~~the~~ Agent in the case of leads.

#### **Article 15 DOCUMENTS AND FILES**

All files and documents pertaining to listings and transactions produced, received, or retained by Agent are the property of the Company and shall be delivered to the Company by Agent in accordance with the Manual. Failure to comply with this requirement may result in delay of Commission payments. An Agent obtaining the signature of a party to a listing or other agreement involved in a real estate transaction shall furnish a copy of the listing or other agreement to such party immediately after obtaining the party's signature.

#### **Article 16 AGENT'S EMPLOYEES**

Agent shall require all of Agent's employees, if any, who perform services under this Agreement to enter into an agreement that provides Agent with all necessary rights to fulfill Agent's obligations under this Agreement. At the Company's request, Agent shall provide evidence of such agreements with Agent's employees. Agent shall advise Agent's employees of the relationship between Agent and the Company and the terms of this Agreement. Agent shall supervise Agent's employees' activities to ensure employees' compliance with all terms of this Agreement.

#### **Article 17 ACTIVITY REPORTING**

Agent shall report all real estate related activities to the Company in writing within two (2) business days of the real estate related activities' occurrence. Real estate related activities include, without limitation, listing agreements, accepted purchase agreements, coordinating the deposit of earnest money and due diligence fees with a title company or closing attorney, closings, canceled and expired agreements, referral fee agreements, and/or any other business contract or arrangement involving an Agent and his or her client during the term of this Agreement.

#### **Article 18 USE OF A DBA AND FICTITIOUS NAMES**

Instead of the name on Agent's provincial license, Agent may choose to use a doing business as (DBA) name, fictitious name, or nickname ("Business Name"), for Agent's business to promote name awareness and/or identify team affiliation. Agent must submit Agent's proposed Business Name for review by the Company, as well as register the use of the Business Name with the applicable licensing authority. Agent is responsible for all associated paperwork, forms, and costs (if any) for registering such Business Name with the provincial licensing authority. Review of the Business Name by the Company does not alleviate or change Agent's responsibility to comply with all applicable laws regarding use of and advertisement under the Business Name, and Agent shall defend and indemnify Company for any third party claims arising from or related to Agent's use of the Business Name.

#### **Article 19 REWARD PROGRAMS DISCLOSURE**

From time to time, the Company ~~will~~may implement reward programs, such as production awards, and every agent in Good Standing will be eligible to participate under the terms specified for each program.

#### **Article 20 NOTICE AND EMERGENCY CONTACT**

Agent authorizes the Company to contact the person ~~below~~Agent has identified in the Emergency Contact Field in reZEN on Agent's behalf in the event of an emergency. Agent agrees to ~~update this contact by providing written notice to the Company within two (2) business days of any change~~keep the Emergency Contact Information in reZEN current at all times.

Contact:

Phone Number:

Email:

Relationship:

Agent authorizes the Company to contact Agent for notice and business purposes using the contact information in reZEN under Agent's account.

## Article 21 CONFIDENTIALITY

**21.1** "Confidential Information" means (i) any technical and non-technical information related to the Company's business and current, future, and proposed products and services of the Company, including but not limited to any tools, online system, forms, website, marketing strategies, programs, legal information, brochures, clients, training materials, business plans, marketing plans, forecasts, compensation information, (ii) any information that the Company has received from others that may be made known to Agent and that the Company is obligated to treat as confidential or proprietary, whether or not marked as "confidential" or "proprietary", and (iii) any information obtained by Agent from a client during the course of a real estate transaction that the client could reasonably expect to remain confidential except information the client has authorized in writing to be disclosed. For the purposes of this Agreement, Confidential Information additionally includes, but is not limited to, descriptions of the Company's strategic and business plans, the identity of one or more other parties with whom Company does business, descriptions of non-public transaction structure proposals, descriptions of the Company's business operations, financial performance figures, financial projections, compilations, interpretations, records, operating agreements, financial statements and models, business plans, governmental approvals, permits and licenses (including the status of obtaining any of the foregoing), ideas, media, techniques, specifications, designs, plans, forecasts, reports, studies, budgets, technical information, works of authorship, databases, information systems, technology, intellectual property, software and source documentation, spreadsheets, analyses, algorithms, know-how, processes, customized construction and design features, fixtures, equipment, systems, names of actual or prospective investors, employees, customers, agents, vendors supplies, distributors and clients, proposals, bids, forecasts, market information, information relating to research and development, acquisitions, investments, procurement requirements, the existence and substance of any business discussions, negotiations, or contractual relationships between the Company or an affiliate of the Company and any third party and any other materials and information pertaining to the Company, affiliates of the Company, their respective members, partners, stockholders, managers and joint venturers, and other similar information regardless of whether or not such information is designated or otherwise marked as confidential, proprietary or trade secret information. Agent acknowledges that this list is not exhaustive, and that Confidential Information also includes other information that is marked or identified as confidential or proprietary, or unmarked information that would appear to a reasonable person to be confidential or proprietary in the context and under the circumstances in which the information is known or used. Confidential Information does not include

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information that Agent lawfully obtains from a source independent of the Company, information that is or becomes public knowledge other than by breach of this Agreement, and information already known to Agent before obtaining access to Confidential Information.

**21.221.1.1** Except as permitted in Article 21, Agent will not (i) use any Confidential Information or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business, or governmental agency or department. Agent may use the Confidential Information solely to perform Agent's obligations under this Agreement. Agent shall treat all Confidential Information with the same degree of care as Agent accords to Agent's own confidential information, but in no case shall Agent use less than reasonable care. Agent shall disclose Confidential Information only to those of Agent's employees who have a need to know the information as necessary for Agent to perform this Agreement. Agent certifies that each of Agent's employees will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Agent under this Agreement. Agent shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. Agent shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information. Agent agrees not to communicate any information to the Company in violation of the proprietary rights of any third party. Agent agrees that Confidential Information, including any data or contact information the Company obtains through its own efforts and resources, shall remain solely the confidential and proprietary property of Company.

## 21.2 [RESERVED]

**21.3** Nothing in this Agreement shall be deemed to prevent Agent from disclosing Confidential Information to the extent required by law. In the event that Agent, or anyone to whom Agent transmits any Confidential Information, becomes legally compelled to disclose Confidential Information, Agent shall provide the Company with prompt written notice before such Confidential Information is disclosed so that the Company may seek a protective order or other appropriate remedy. In the absence of a protective order obtained by the Company, or if the Company makes no effort to quash the legal process requiring disclosure or take any other measure to effectively remove legal compulsion, Agent shall have no duty to resist the production of Confidential Information, and the production therefor shall not constitute a breach of this Agreement, provided that the Agent produces only that Confidential Information that Agent is legally compelled to produce.

**21.4** Nothing in this Agreement prohibits Agent from reporting possible violations of law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of any federal, provincial or local law or regulation. Agent does not need the prior authorization of the Company to make any such reports or disclosures, and Agent is not required to notify the Company that Agent has made such reports or disclosures. Furthermore, nothing in this Agreement prevents or precludes Agent from participating in any proceeding with any appropriate federal, provincial, or local government agency enforcing securities or discrimination laws.

**21.5** Except as permitted in Article 21, Agent will not (i) use, replicate, or duplicate any Confidential Information other than as reasonably necessary and allowed in the performance of this Agreement; (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business, or governmental agency or department; or (iii) directly or indirectly upload Confidential Information to, or allow access of Confidential Information by any artificial intelligence tool, platform or solution, other than as may be provided by the Company. Agent may use the Confidential Information solely to perform Agent's obligations under this Agreement. Agent shall treat all Confidential Information with the same degree of care as Agent accords to Agent's own confidential information,

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but in no case shall Agent use less than reasonable care. Agent shall disclose Confidential Information only to those of Agent's employees who have a need to know the information as necessary for Agent to perform this Agreement. Agent certifies that each of Agent's employees will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Agent under this Agreement. Agent shall be responsible for any violation of this Agreement by any party whom Agent discloses Confidential Information. Agent shall further immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. Agent shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information. Agent agrees not to communicate any information to the Company in violation of the proprietary rights of any third party.

## **Article 22**

21.6 Upon termination of the relationship between the Parties, Agent shall return to the Company all of the Confidential Information, together with any copies or summaries Agent may have made of the Confidential Information. If any provision of this Article 21, or Article 22, shall be held invalid or unenforceable, such provision shall be reformed so as to render it enforceable to the maximum extent permitted under applicable law. The remaining provisions of this Agreement shall remain in full force and effect. In the event that Agent violates any provision of this Article 21, or Article 22, the Parties acknowledge that the Company will suffer irreparable injury. For any breach or threatened breach of Article 21 or 22, the Company shall, in addition to damages or any other remedy allowed at law or in equity, be entitled to pursue injunctive relief, including ex parte relief and temporary and permanent injunctions. Notwithstanding anything in Article 24 to the contrary, the Company may seek ex parte or preliminary injunctive relief in arbitration or in a court of competent jurisdiction at the Company's election, and the Company shall not be obligated to post any bond in connection with obtaining such relief. Nothing contained in this Section 21.6 shall act as a waiver of the Company's right to recover damages or any other relief as a result of Agent's violation of Article 21 or 22 of this Agreement, and the Company expressly reserves all of its rights and remedies available at law or in equity in conjunction with this Agreement.

## **Article 22** INTELLECTUAL PROPERTY

**22.1** " Intellectual Property" means (i) any legally recognized (in Canada and elsewhere) intellectual property (including but not limited to registered or unregistered patents, copyrights, trade-marks, topographies, know-how, show-how, industrial and artistic designs and trade secrets and all records and copies of records relating to the foregoing); and (ii) all inventions, designs, ideas, discoveries, works, creations, developments, improvements, concepts, programs, software, schematics, codes, drawings, sketches, specifications, compilations of information, analyses, experiments, data, formulae, methods, processes, techniques, prototypes, products, samples, equipment, tools, machines or other materials, which are conceived of, developed, created, modified or improved by Agent, either solely or with others, in whole or in part, during the term of this Agreement, with respect to the provision of services under this Agreement.

**22.222.1.1** The Intellectual Property will at all times vest and be the exclusive property of the Company and Agent will have no right, title or interest in or to the Intellectual Property. The Company shall have the sole and exclusive right, title and interest in and to the Intellectual Property, which right shall continue notwithstanding the cessation this Agreement. To confirm the above, Agent hereby irrevocably grants, assigns and transfers to the Company, now and forever, all right, title and interest that Agents has in and to the Intellectual Property, whenever such rights, title and interests arise.

**22.322.1.2** Agent hereby irrevocably waives in favour of the Company any moral rights arising under the

Copyright Act (Canada) as amended (or any successor legislation of similar effect) or similar rights that Agent may have in the Intellectual Property. Agent agrees to execute on demand, whether during the term of this Agreement or at any time following the termination of this Agreement, any applications, transfers, assignments and other documents that the Company may consider necessary to enable the Company to obtain full ownership of, and to exercise exclusive rights to, the Intellectual Property in any countries in the world. Agent will not dispute or contest, nor assist, cause, or aid others in disputing or contesting the Company's rights in and to the Intellectual Property. Agent grants to Company a non-exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to use all information and other data provided by Agent to Company in connection with this Agreement, and Agent's activities and services under this Agreement, as necessary for and relating to Company's obligations and performance under this Agreement, and for Company to improve its products and services, including the AI Tools.

**22.422.2 License Grant.** The Company hereby grants to Agent a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Company's trademarks, logos, and other specified identifiers ("Company Marks") in connection with its affiliation with the Company under the terms of the Agreement and solely for advertising as authorized by the Manual. All goodwill arising from the use of the Company Marks by Agent shall inure to the benefit of the Company. Agent's use of the Company Marks must at all times comply with Company's then current trademark usage guidelines, as may be amended by Company from time to time in Company's sole discretion. Agent will modify its use of the Company Marks upon the Company's request if the Company determines that Agent's use is not in conformance with the then-current trademark usage guidelines. This limited license terminates immediately upon termination of this Agreement, and Agent agrees to discontinue the use of the Company Marks immediately upon termination of this Agreement.

## **Article 23 SPONSORING AND CO-SPONSORING AGENTS AND OFFERINGS**

**23.1 Sponsoring Agent.** ~~Agent may have been introduced to the Company by a "Sponsoring Agent" who through an introduction and explanation of the Company's business model and potential benefits influenced Agent's decision to join the Company as an agent.~~ It is the sole determination of Agent as to who Agent names as the "Sponsoring Agent".

~~Agent is not required to~~ Incoming Agents typically name a Sponsoring Agent at the Company based on multiple factors, some of which may include assistance with exploring the benefits offered by the Company, future business partnership opportunities and personal relationships. If Agent would like to name two Sponsoring Agents instead of one, Agent should name the two Sponsoring Agents ~~(defined and they will be referred to as Co-Sponsoring Agents)~~ in Section 23.2. Agent is not required to name any Sponsoring Agents. Agent may not name themselves as a Sponsoring Agent. Any Sponsoring Agent shall be named on the Sponsoring Agent Addendum. If no Sponsoring Agent Addendum is attached, Agent has elected not to name a Sponsoring Agent. If Agent has already named a Sponsoring Agent and/or Co-Sponsoring Agent, as applicable, in any agreement with Company or its affiliates, the Sponsoring Agent and/or Co-Sponsoring named under the prior agreement will also be the Sponsoring Agent/Co-Sponsoring Agent under this Agreement.

~~**23.2 Co-Sponsoring Agent.** Agent is not required to name two (2) Sponsoring Agents. Should Agent determine that an additional agent added significant influence to the introduction and explanation of the Company's business model and potential benefits, Agent may name two (2) Sponsoring Agents. Should an Agent name two (2) Sponsoring Agents, each Sponsoring Agent shall be defined as a "Co-Sponsoring Agent".~~

~~Were you introduced to the Company by another Agent that you would like to list as your Sponsor?~~

~~Yes, I would like to name a Sponsoring Agent~~

~~Yes, I would like to name two (2) Sponsoring Agents~~

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~~\_\_\_ No. I would not like to name a Sponsor.~~

~~If you selected Yes, please fill in the information below. Note: you may not name yourself as a Sponsor.~~

~~Agent names \_\_\_, with email  
as Sponsoring Agent.~~

~~OR:~~

~~Agent names \_\_\_, with email  
as the first Co-Sponsoring Agent.~~

~~Agent names \_\_\_, with email  
as a second Co-Sponsoring Agent.~~

~~**Agent acknowledges that when this Agreement is signed the name(s) listed above may not be changed for any reason, which includes, but is not limited to, divorces or Agent leaving a team.  
Agent Initials: \_\_\_\_\_**~~

~~**Agent acknowledges and confirms that the Sponsoring Agent - or each Co-Sponsoring Agent has not offered, enticed, or promised anything of value, including, but not limited to, lead generation platforms, CRM, coaching, trips, rebates, or currency in return for being named a Co-Sponsoring Agent.**~~

~~**Agent Initials: \_\_\_\_\_**~~

~~**Please initial here to certify the Sponsor information provided above is correct:**~~

### ~~23.3~~

~~**23.2** Change of Brokerages. If Agent separates from the Company for any reason and wishes to reaffiliate with the Company less than 365 days after Agent's separation from the Company, Agent will retain the same Sponsoring Agent or Co-Sponsoring Agents, as applicable, as when Agent separated from the Company. If Agent separates from the Company for any reason and wishes to reaffiliate with Company, Agent will not receive revenue share from agents from whom Agent received revenue share prior to the separation, or any other agents in that downline.~~

~~**23.4** **23.3** Prohibition Against "Sponsorship Offerings." Any offering, enticement, or promise of anything of value made by an existing ~~agent~~Agent of the Company to a potential agent with an intention of having the agent name the existing ~~agent~~Agent as the Sponsoring Agent is strictly prohibited. Any ~~agent~~Agent who has engaged in such conduct is subject to separation from the Company and forfeits all future revenue share.~~

## **Article 24 GOVERNING LAW**

**24.1** Governing Law. This Agreement shall be deemed to have been made in the province where the Agent is located and shall be construed in accordance with, and governed by, the law of such province (without regard to conflict of law principles). The sole jurisdiction and venue for actions related to the subject matter hereof shall be the civil courts of the province where the Agent is located.

**24.2** Waiver of Jury Trial. The Parties waive all right to trial by jury in any proceeding (whether based on contract,

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tort or otherwise) arising out of or relating to this Agreement.

**24.3. Limitation of Liability.** With the exception of the indemnification obligations of this Agreement, neither Party will be liable to the other Party for any indirect or consequential damages arising out of this Agreement, whether in tort, contract, strict liability or at law or in equity.

## **Article 25 SEPARATE BUSINESS ACTIVITIES**

Agent may engage in business activities (“Business Activities”) that are separate from Agent’s real estate activities that Agent performs as a real estate agent affiliated with the Company. Agent hereby acknowledges and agrees that Agent shall not use the Company’s trademarks, logos, and other intellectual property in connection with advertising, marketing, or conducting the Business Activities. Agent agrees to defend, indemnify, and hold harmless the Company Indemnified Parties from any and all complaints, proceedings, demands, claims, injuries, damages, liabilities, losses, expenses, costs, fines, penalties, or suits including attorney and expert witness fees, arising out of or in connection with Agent’s separate Business Activities.

## **Article 26 [RESERVED]**

## **ARTICLE 27 MISCELLANEOUS**

**26.1-27.1 Prohibition Against Insider Trading.** The Agent hereby acknowledges and is aware that United States securities laws and ~~Canada~~Canadian securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Agent further acknowledges that information is material if it would reasonably be expected to result in a significant change in the market price or value of any of the Company’s securities. Agent shall comply with all policies and procedures regarding insider trading, including the Stock Trading Policy, set forth in the Manual.

**26.2-27.2 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 ten (10) days prior notice of all material changes ~~and any changes, modifications, amendments or amendments and restatements of this Agreement will be effective.~~ Agent agrees to review all material changes within ten (10) days of receipt of notice. Any objections to such changes must be sent to the Company at supportcad@therealbrokerage.com within ten (10) days of Agent’s receipt of the Company’s notice of material changes. Agent agrees that all changes will be deemed accepted if the Company does not receive an objection to such changes within ten (10) days after of Agent’s receipt of the Company’s notice. Notices will be sent to Agent. ~~All amendments of this’s email address on file and posted on the Company’s internal communication websites, including, but not limited to, reZEN, or Workvivo. If Agent objects to modifications to the Agreement shall be made in writing, signed by, and the Parties, and no oral amendment shall be binding on the Parties cannot otherwise agree, the Agreement shall be terminated pursuant to Article 3.~~

**26.3-27.3 Assignment.** The Company may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of Agent. The Agent may not assign any of its rights or duties under this Agreement without Company’s prior written consent.

**26.4-27.4 Severability.** The Parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

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**26.5**

**27.5** Entire Agreement. This Agreement, together with any addendum hereto or other document incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous understandings, representations, warranties, or agreements pertaining to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the Manual, this Agreement shall supersede, govern, and control to the extent of the inconsistency. All recitals (including, without limitation, the addenda referenced therein) of this Agreement are hereby true and correct and shall be incorporated within this Agreement. Notwithstanding anything to the contrary in this Agreement or in the Manual, Agent shall be responsible for abiding by all applicable federal, provincial, and local laws, regulations, and rules. Any prior executed Addenda not specifically modified by the terms of this revised Agreement shall remain in full force and effect.

**26.6****27.6** Independent Legal Advice. The Agent acknowledges that, in executing this Agreement, the Agent has obtained, or has had an opportunity to obtain, independent legal advice, and further acknowledges that the Agent has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

**26.7****27.7** Counterparts. This Agreement may be executed in counterparts (including counterparts by facsimile of PDF) and such counterparts together shall constitute a single instrument.

**26.8****27.8** Acknowledgement. Agent hereby acknowledges that Agent has read and understood this Agreement, the Manual, Terms and Conditions, and Privacy Policy in their entirety and Agent agrees to abide by, comply with, and respect the provisions set forth in the Agreement, Manual, Terms and Conditions, Privacy Policy, and all other documents incorporated herein by reference.

COMPANY

AGENT

BY:

BY: 

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE:

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: **Tamir Poleg**

Alexandra Lumpkin

TITLE: **CEO** Vice President