



## 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](#), which are found on the URL <https://joinreal.com/page/legal> 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")
- Agent Attraction Code of Conduct
- Commission and Fee Schedule Addendum
- Willable Revenue Share Program Addendum
- Agent Stock Purchase Program
- Elite Agent Stock Grant Plan
- 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

#### Article 1 PARTIES

This Agreement is entered into by and between Agent and The Real Brokerage Inc., or any of its 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".

#### 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.

Agent Initials \_\_\_\_\_

### **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) 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) immediately cease using any and all sales, marketing, or other materials bearing the logo or name of the Company; and
- (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 the Company 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. 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.

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

**5.1** Independent Contractor. Agent's relationship with the Company is that of an independent

Agent Initials \_\_\_\_\_

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. 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.

**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 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.

## **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

Agent Initials \_\_\_\_\_

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 understands that the Company's errors and omissions ("E&O") 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 Agent's 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 \$5,000 (CAD) of 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 the Company's sole discretion. If Agent engaged in grossly negligent or fraudulent conduct that is the subject of a lawsuit or claim, Agent shall be responsible for payment of the E&O insurance deductible up to \$10,000 (CAD). The Company has sole discretion in determining at any time whether Agent acted with gross negligence or in a fraudulent manner with respect to the services provided under this Agreement. Agent agrees to pay the deductible amount in accordance with the terms above regardless of Agent's sponsorship status by the Company. 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.

**6.6 Indemnification.** In the event the claim, event, or real estate transaction is not subject to or otherwise covered by the Company's E&O insurance as provided in Section 6.5, 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 allegations pertaining to (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; (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 and hold harmless the Company Indemnified Parties from all resulting liabilities, losses, damages, demands, claims, costs, and expenses, including reasonable attorney 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 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 claim is made or lawsuit or other

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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 in this Section 6.6 was improper, 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, 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. 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, 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.

## **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

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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, including satisfying all 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.

**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.

**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 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.

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## **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 consent of the Company.

**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) to solicit and obtain listings, sales, leases, or rentals of property for the Parties' mutual benefit;
- (ii) to be competent in all geographical areas in which Agent is licensed as a realtor as required by provincial licensing laws;
- (iii) that all real estate service contracts entered into under this Agreement shall be entered in the name of the Company;
- (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) 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 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,

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including those based on information provided by the AI Tools.

**Article 13 ANNIVERSARY DATE AND AGENT CAP**

**13.1** 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 Agent will be the first day of the calendar month following Agent's Join Date with the Company unless the Company specifies otherwise here:

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**13.2** "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), 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.

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

**14.1** 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 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

Agent Initials \_\_\_\_\_



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 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.

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**Article 20 NOTICE AND EMERGENCY CONTACT**

Agent authorizes the Company to contact the person below 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.

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship: \_\_\_\_\_

Agent authorizes the Company to contact Agent for 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.

**21.2** 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.

**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,

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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.

**22.2** 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.

**22.3** 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.

**22.4 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 name a Sponsoring Agent. If Agent would like to name two Sponsoring Agents instead of one, Agent should name the two Sponsoring Agents (defined as Co-Sponsoring Agents) in Section 23.2.

Agent Initials \_\_\_\_\_

**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  
 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 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.

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

**Article 24 GOVERNING LAW**

Agent Initials \_\_\_\_\_

**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, 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 MISCELLANEOUS**

**26.1 Prohibition Against Insider Trading.** The Agent hereby acknowledges and is aware that United States securities laws and Canada 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 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, signed by the Parties, and no oral amendment shall be binding on the Parties.

**26.3 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.

**26.4 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.

Agent Initials \_\_\_\_\_

**26.5 Entire Agreement.** This Agreement, together with any 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.

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

**26.8 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**BY: 

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

NAME: Tamir Poleg

TITLE: CEO

**AGENT**

BY: \_\_\_\_\_

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

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

Agent Initials \_\_\_\_\_

## REAL BROKER COMMISSION AND FEE SCHEDULE ADDENDUM

This Commission and Fee Schedule Addendum (this "Addendum") is part of the Residential Independent Contractor Agreement (together with all addenda, the Manual, Terms and Conditions, and Privacy Policy, the "Agreement"). In the event of conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include reference to this Addendum and any other addenda attached to the Agreement, which are hereby incorporated by reference. All references to dollar figures in this Addendum shall be made in Canadian dollars.

### Article 1 DEFINITIONS

**1.1** "Agent" means a real estate agent that is affiliated with the Company or its subsidiaries and has signed the Agreement.

**1.2** "Agent Cap" means the dollar amount of the Company's split of commissions required to be 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 set forth in the Agreement between the Agent and the Company, and is most commonly \$4,000, \$6,000, or \$12,000, but could be another amount. Agent's contributions toward the Agent Cap reset to \$0 every year on the Anniversary Date.

**1.3** "Anniversary Date" for an Agent means the first day of the calendar month following Agent's Join Date with the Company unless otherwise specified in the Agreement.

**1.4** "Anniversary Year" for an Agent means the 12-month period that begins on the Agent's Anniversary Date.

**1.5** "Company" means The Real Brokerage Inc., or any of its entities; including but not limited to Real Broker AB LTD, Real Broker BC LTD, Real Broker ON LTD and Real Broker Manitoba LTD.

**1.6** "Join Date" shall be the date on which Agent completes the onboarding process and transfers Agent's license to the Company.

### Article 2 FEES

**2.1** Agent shall be subject to the following fees:

**2.1.1 Joining Fee.** Agent shall be charged \$249 CAD at the time of signing the Agreement.

**2.1.2 Brokerage Fee.** Company will charge Agent a \$1,200 CAD brokerage fee each Anniversary Year, payable to Company in three (3) equal installments of \$400 CAD out of the Agent's first three (3) transactions under the Agreement following the Anniversary Date.

**2.1.3 Revenue Sharing Fee.** Company will assess Agent a \$175 annual fee to participate in Company's revenue sharing program, and a 1.2% fee on all revenue share payments from Company to Agent. The \$175 CAD participation fee will be deducted from the first revenue share payment paid to Agent in any Anniversary Year. The processing fee will be deducted from the first and each subsequent revenue share payment paid to Agent.

**2.2 Minimum Transaction Fee.** Unless Agent has reached the Agent Cap, the minimum amount that the Company will receive as the Company's portion of the Commission split is \$97.50 CAD. If a Commission on a transaction results in the Company receiving less than \$97.50 CAD as its portion of the Commission split, then Agent will promptly pay the difference so that the Company receives \$97.50 CAD as its Commission split.

### **Article 3      COMMISSIONS**

**3.1 Commission Split.** Unless otherwise agreed in a separate written agreement between Company and Agent, when Agent performs any services under this Agreement for which a commission or any payment governed by applicable real estate license law is earned and collected by Company (collectively, "Commission"), Company shall pay Agent as follows:

- (i) Agent will be at a Commission split of 85/15, with eighty five percent (85%) of the Commission paid to the Agent and fifteen (15%) of the Commission paid to Company until the total amount of Commission paid to the Company equals the Agent Cap. Referral agreements from another agent to receive a portion of the Commission will be paid from the gross amount of commission paid to the Company on behalf of the agent (before any Commission split) unless stated otherwise in the referral agreement.
- (ii) Once the amount of Commission paid to the Company on Agent's closed transactions reaches the Agent Cap, Company will pay Agent one hundred percent (100%) of any additional Commission generated in the Agent's Anniversary Year, less the fees detailed in this Addendum. With respect to a transaction which is paid out over multiple Anniversary Years, only amounts paid during an Anniversary Year will count toward the Agent Cap in that year (with any amounts related to a transaction that are paid in a subsequent Anniversary Year counting toward the Agent Cap of that subsequent year).

**3.2 Dual Representation.** In the event Agent represents both the purchaser and seller of the same property address, then each "side" will represent a separate transaction and will be



subject to Company splits and transaction fees per side.

**3.3 Rate of Commission Charged to Clients.** Agent may use Agent's discretion regarding the Commission fees charged to clients for real estate brokerage services provided. "Provincial Broker" means a supervising Agent in the province(s) in which Agent is licensed.

**3.4 Commissions on Leases.** Agent may list a rental property on the MLS, market it, and show it to potential tenants. Agent may not accept a rental and/or lease payment or deposit on behalf of the landlord. Agent shall direct any such payments directly to the owner, property management, or closing company. Agent shall not accept any type of direct compensation regarding a rental and/or lease transaction. All compensation to an Agent in connection with a rental and/or lease transaction must be paid through the Company unless otherwise agreed in writing by Company.

**3.5 Company Charges on Leases.** Company shall be entitled to the greater of \$125 CAD or fifteen percent (15%) of the lease Commission amount on lease transactions until the Agent Cap is reached.

**3.6 Flat Fee or Discount Brokerage.** [Reserved]

**3.7 Commissions.** All Commissions, including those resulting from purchases, sales, leases, broker price opinions, or administrative fees, shall be made payable in the name of the Company. An Agent is prohibited from requesting any entity to pay a commission directly to either Agent's personal name, Team (as defined in the Agreement) name, or corporate entity. Violation of this policy will result in termination of the Agent's Agreement. Payment of Commissions will comply with all federal, provincial, and local rules. Commissions will be made payable to the name listed on file with the Company. Company may pay an Agent's corporate entity if such payment complies with the provincial licensing department rules and regulations.

**3.8 Referrals.** All referrals will be in writing in the form of a signed referral agreement. Referral commissions shall only be paid by the Company in accordance with the terms contained in the referral agreement. Unless the referral is generated from a master referral agreement with the Company, the referral agreement is to be signed by the Agent, Provincial Broker, and referring salesperson/broker and approved by Company prior to the closing of any transaction. Referrals will only be paid to licensed agents and are subject to the rules and regulations of the province(s) where the agents do business. Commission splits pursuant to the Agreement will be applied after fees to referring salesperson/brokers have been paid.

**3.9 Bonuses, Broker Price Opinions, and Fees.** All bonuses, broker price opinions, and fees will be made payable to Company and are subject to the Commission split. The Agent must provide the Company with the referring broker's contact and license information, license and the referral agreement.

**3.10 Commission Advances.** All companies advancing commissions must be approved in advance by an authorized representative of The Real Brokerage Inc. Each commission advance must be approved in advance by the Provincial Broker. An Agent may only receive up to seventy (70%) of the net commission due as part of the advance.

**3.11 Collection of Unpaid Commissions.** Only the Company is authorized to pursue unpaid commissions. An Agent is not permitted to initiate any type of legal action to collect unpaid commissions without written approval of the Company. The Company is not required to pay an Agent for any commissions unpaid by another brokerage or party. In no event shall Company or its directors or employees be personally liable to agent for Agent's share of commissions not collected. Agent shall not be entitled to any advance or payment from Company upon future Commissions for such uncollected commissions.

**3.12 Commission Reimbursements.** Agent shall be responsible for any previously earned Commission reimbursement, rebate, or refund that may be ordered by a court of law or by a professional arbitration or mediation panel, or as part of a settlement, for any reason.

**3.13 Team Member/Leader Fee Split.** Each team leader that has entered into a Team Member Addendum to Independent Contractor Agreement with a team member ("Team Agreement") agrees to split commission, transaction and other fees with such team leader's team member as set forth in the Team Agreement.

**3.14 Commission Disputes.** A dispute of any kind involving compensation from a transaction may result in that compensation being held by the Company until the dispute is resolved. It is agreed that the Company will incur no liability for such withholding.

**3.15 Commission Disclosures and Searches.** Agents must accurately disclose their total compensation to their client for any transaction and may not make any representations or claims that their services are free when that is not the case. Agents must also disclose that commissions are negotiable and not set by law. The Company does not require listing Agents to offer compensation to prospective buyers' Agents. If a listing Agent, on behalf of the brokerage, chooses to offer compensation to a buyers' Agent, the listing Agent's offer of compensation for prospective buyers' agents must be made as soon as possible in each active listing. Agent may not sort listings (manually or using technology) by offers of compensation, unless specifically requested by client.

**3.16 Team Member/Leader Fee Split.** [Reserved]

#### **Article 4 PERSONAL TRANSACTIONS AND TRANSACTION FEE AFTER AGENT CAP**

**4.1 Personal Transactions.** A "Personal Transaction" is the sale of any residential real property for which an Agent, the Agent's spouse, a business entity controlled by the Agent or his spouse,

or a revocable trust controlled by the Agent or his spouse has an ownership interest. Agent may take three (3) Personal Transactions per Anniversary Year and will pay to Company a \$275 CAD transaction fee per Personal Transaction. To be eligible to transact a Personal Transaction, Agent must be in Good Standing (as defined in the Agreement) with Company, and the Agent's name, or Agent's spouse's name or business entity controlled by the Agent or Agent's spouse, must be on the title for the transaction to be eligible as a Personal Transaction. Personal Transaction commissions are not included in revenue share plan calculations and do not count towards the Agent achieving Elite Agent status. Amounts due and owing to the Company for the brokerage fee will still be charged on Personal Transactions up to an amount of \$275 CAD per transaction.

**4.2 Transaction Fee After Agent Cap.** When the Agent reaches the Agent Cap, the Company will not retain fifteen percent (15%) of the Commission from Agent's transactions under the Agreement. Instead, the Company will assess a transaction fee of \$275 CAD per transaction (the "Post Cap Transaction Fee") up to \$9,000 CAD per year. The Post Cap Transaction Fee is "per transaction" and not "per agent" and is split between all agents on a transaction in proportion to the percentage of Commission each agent earns. If Agent is considered an "Elite Agent" (as defined in the Manual), after the Agent reaches the Agent Cap, the Company will assess a Post Cap Transaction Fee of \$129 CAD per transaction.

**4.3 Lease Fee after Agent Cap.** After the Agent Cap is reached, lease and/or rental transactions will be charged at a fee of \$125 CAD per transaction, or fifteen percent (15%) of the gross Commission, whichever is lower.

## **Article 5      PAYMENT SCHEDULE**

**5.1 Payment of Commission.** All Commission collected by Company and due to Agent shall be paid to Agent after deduction of expenses (if any, including wire transfer fees) unless otherwise expressed in the Agreement. Company may withhold payment to Agent until such time when the applicable real estate transaction and its corresponding file is closed and complete, which determination shall be in Company's absolute discretion. In case of a known or pending claim against Company or Agent in connection with a transaction for which Agent has yet to be paid, Company may withhold from the amount that Agent would otherwise have been paid an amount for which Agent could be responsible for under the Agreement in connection with the disputed transaction until such claim is resolved. Agent is not entitled to any advance payment by the Company on behalf of future compensation. Company may withhold a portion of Agent's Commission (or a Commission in full) to offset sums owed to Company by Agent.

**5.2 Offset.** Agent understands and agrees that unpaid fees, charges, repayments, billbacks, and any other amounts Agent owes to Company, including, but not limited to, any amounts due and owing by Agent to any boards, associations, or MLS, and all unpaid fees, charges, repayments, billbacks, and any other amounts Agent owes to Company will be deducted directly from any and all of Agent's pending and future earnings that would otherwise be payable to Agent by Company.

**5.3 Commission Payment Delays.** Delays in commission payments to Company by Commission Payer (whether attorney, outside Broker, home builder or client) may result in delays in payment to the Agent.

**Article 6 REVENUE SHARE**

**6.1 Revenue Share.** Agents who refer other agents to the Company are paid a referral fee in the form of revenue share when the incoming agent identifies the agent(s) as being a Sponsoring Agent as defined in the Agreement. The Sponsoring Agent receives revenue share until the producing agent reaches the Agent Cap in each of such Agent’s Anniversary Year. This program is subject to change. Agents found to be manipulating” the system in any manner are subject to being removed from the revenue share program at the discretion of the Company.

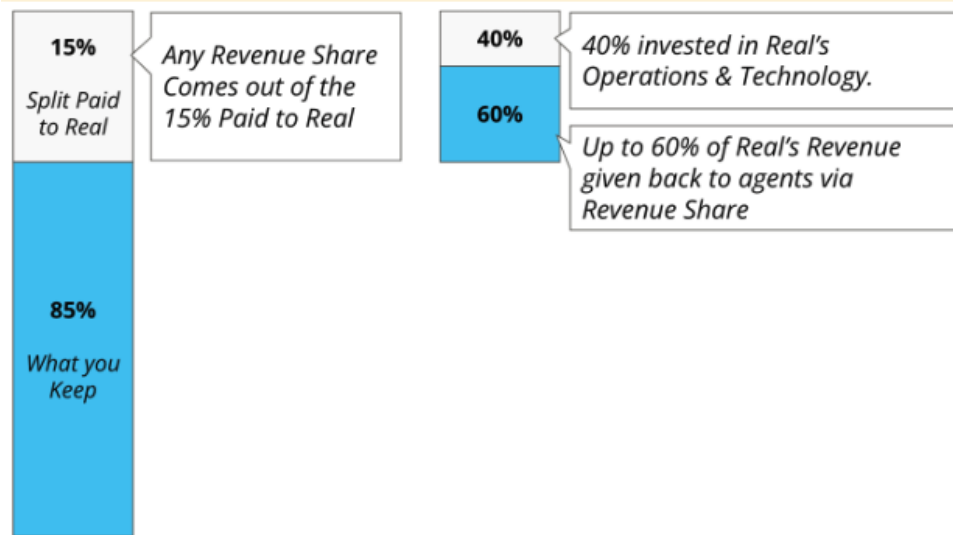
**Prior to November 1, 2023**

	<b>Referral Bonus CGI % Up to Agent’s Annual Cap</b>	<b>Number of Tier 1 Active Agents Required to Unlock Tier</b>	<b>Max/Agent/Year (CAD)</b>
<b>Tier 1</b>	5%	1+	\$4,000
<b>Tier 2</b>	4%	10+	\$3,200
<b>Tier 3</b>	3%	15+	\$2,400
<b>Tier 4</b>	2%	20+	\$1,600
<b>Tier 5</b>	1%	25+	\$800

**On or after November 1, 2023**

	<b>Referral Bonus CGI % Up to Agent’s Annual Cap</b>	<b>Number of Tier 1 Active Agents Required to Unlock Tier</b>	<b>Max/Agent/Year (CAD)</b>
<b>Tier 1</b>	5%	1+	\$4,000
<b>Tier 2</b>	4%	5+	\$3,200
<b>Tier 3</b>	3%	15+	\$2,400
<b>Tier 4</b>	2%	20+	\$1,600
<b>Tier 5</b>	1%	25+	\$800

The revenue share paid to an agent comes out of the Company’s portion of the commission for a transaction. As of November 1, 2023, if the amount of revenue share that is paid to agents were to exceed 60% of the Company’s portion of the commission for a given month, then revenue share payments would be capped at 60% and pro-rated among agents before restarting the following month. Revenue share will be dynamically calculated each month to ensure that the Company retains at least 40% of the company dollar (40% of the 15% split with agents).



The Company's credit related offerings, products and programs may be secured by an agent's revenue share, commission and other items as determined by agreement, and the Company reserves the right to offset any losses incurred due to an Agent's default against Agent's revenue streams and the revenue share pool.

The table below outlining terms applicable to agents who receive revenue share in excess of \$85,000 per month will no longer be in effect as of November 1, 2023.

**Revenue Share for earners receiving above \$85,000 per month**

MONTHLY REVENUE SHARE PAYOUT	% PAYOUT TO AGENT	MAXIMUM PAYOUT TO AGENT
\$85,001 – \$170,000	85%	\$157,250 = (\$85,000 * 100%) + (\$85,000 * 85%)
\$170,001 – \$255,000	75%	\$221,000 = (\$85,000 * 100%) + (\$85,000 * 85%) + (\$85,000 * 75%)
\$255,001 – \$340,000	70%	\$280,500 = (\$85,000 * 100%) + (\$85,000 * 85%) + (\$85,000 * 75%) + (\$85,000 * 70%)
\$340,001 – \$425,000	65%	\$335,750 = (\$85,000 * 100%) + (\$85,000 * 85%) + (\$85,000 * 75%) + (\$85,000 * 70%) + (\$85,000 * 65%)
\$425,001+	60%	= (\$85,000 * 100%) + (\$85,000 * 85%) + (\$85,000 * 75%) + (\$85,000 * 70%) + (\$85,000 * 65%) + (rest of earnings * 60%)

**6.2 Unlocking Tiers.** For the purposes of unlocking revenue share tiers, a producing agent with a single sponsor will count as one (1) Qualified Tier 1 Agent for the Sponsoring Agent. A producing agent (as defined below) with two sponsors (Co-Sponsors as defined by the Agreement) will count as one half (.5) of a Qualified Tier 1 Agent for the Sponsoring Agent.

**6.3 Distribution of Revenue Share.**

**6.3.1 No Sponsoring Agent Named.** If no sponsor is indicated as Sponsoring Agent in the Agreement, no agent will participate in revenue sharing for the incoming agent.

**6.3.2 One Sponsoring Agent Named.** If only one agent is named as Sponsoring Agent in the Agreement, the Sponsoring Agent shall receive one hundred percent (100%) of the eligible amount to be paid in revenue share, based on the sponsored Agent’s monthly closed transaction(s).

**6.3.3 Two Sponsoring Agents Named.** If two agents are named as Sponsoring Agents in the Agreement, each Sponsoring Agent shall be considered a Co-Sponsor as defined in the Agreement and shall receive forty-five percent (45%) of the eligible amount to be paid in revenue share based on the sponsored agent’s monthly closed transactions. The Company shall receive ten percent (10%) of the eligible amount to be paid in revenue share.

**6.4 Definition of Producing Agent.** To receive revenue share, an agent must be a producing agent. A “producing agent” is defined as an affiliated agent from whom the Company has received at least \$650 CAD from the Company’s fifteen percent (15%) share of that Agent’s Commission in the prior six (6) month period.

**6.5 Qualification of Tier 1 Agents.** For Agent to qualify as a Tier 1 agent in revenue share calculations, Agent must be a producing agent. An agent not meeting this definition will not be considered in revenue share calculations and may not be considered in unlocking tiers.

**6.6 Revenue Share Upon Retirement.** As of January 1, 2024, if Agent has been a producing agent with the Company for at least three full consecutive years, as determined by the Company in its sole discretion, Agent may continue to receive a specified percentage of Agent’s revenue share payments as specified in the chart below even if Agent is no longer a producing agent after the three full consecutive years, provided (i) Agent continues to be affiliated with the Company or its affiliates through an independent contractor agreement, and (ii) maintains an active real estate license that is affiliated with the Company or its affiliates.

<b>Number of Consecutive Years as a Producing Agent</b>	<b>Percentage of Revenue Share that Agent may Receive</b>
After 3 full consecutive years	60%
After 4 full consecutive years	80%
After 5 full consecutive years	100%

The percentage of revenue share that an agent may receive pursuant to the table above will be a percentage of the amount of revenue share that the agent is receiving at the time a revenue share payment is made. If at any time Agent’s independent contractor agreement with the Company is terminated, for any reason, the Agent will no longer be eligible to receive revenue share payments pursuant to this provision.

**Commission and Fee Schedule Acknowledgement**

I acknowledge that I have received a copy of the Commission and Fee Schedule Addendum, and that I read it, understood it, and agree to comply with it. I understand that failure to adhere to the Commission and Fee Schedule Addendum may result in termination of the Agreement in Company’s sole discretion.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**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 Agents’ operations.

**Article 2 CORE VALUES**

**2.1 Work Hard. Be Kind.** Be disciplined in the practice of professional skills and 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.

**Article 3 CUSTOMER SERVICE BRAND**

The Company strives to create a brand associated with excellence and dedicated to the highest level of customer service.

**Article 4 COMPLIANCE**

Agents are required to, at all times, act in compliance with all applicable laws, be ethical, and be professional in their business practices. To that end, Agents 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.

Please find your provincial addendum below:

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

**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: Agent must act in the best interests of the client to the exclusion of all

other interests;

- ii. Obedience: Agent agrees to promptly obey and execute all the lawful instructions from the client;
- 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: 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 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 Provincial Broker:** A broker responsible for the supervision and training of Agents within the scope of the Agreement and the Manual.

**6.9 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.

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

**6.11 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 to meet a prospect. Do not meet the prospect after dark.
- (iii) Always let the office or someone at Agent's home know where Agent will be showing property, especially to prospects Agent is meeting for the first time.
- (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) 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.

**7.5 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 discuss 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 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 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](https://investors.onereal.com/static-files/3cd8c0df-d09e-448b-bb4c-3ed8490db37f) on the Company's website: <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.

**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 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 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 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 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) 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 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 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 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 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 transaction files terminated due to cancellation, expiration, or withdrawal are required to 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 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. 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," "onereal.com," and "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 prohibited from using any job title in Agents' advertising that would create the impression agents are 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 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 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) 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) Familial 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) Gender. Agents may not use language in an advertisement that indicates a reference, preference, limitation, or discrimination on the basis of gender.

(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) 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 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 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 app or at supportCAD@therealbrokerage.com.

**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 be addressed in the province-specific addendum.

**17.1.2 Support.** Agent questions may be answered through the ReZEN app or emailed to [supportCAD@therealbrokerage.com](mailto:supportCAD@therealbrokerage.com).

**17.2 Technology Resources.** Technology resources provided by the Company, including, but not limited to, email, Workplace, 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 Information and Communications with Agent.** Company will primarily communicate with the Agents through the use of email, texts, and Workplace. 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 should make every effort to ensure regular mail is delivered to Agents' home address and not the Company's office. In the event that personal mail is delivered to the Company, Agents 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 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 shall, as soon as reasonably practicable, and no later than two (2) business days following occurrence or notice thereof, notify the Company through agents' Broker with a copy to [supportCAD@therealbrokerage.com](mailto: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) Any notification of the commencement of a lawsuit, arbitration, or mediation process;
- (iv) An act, or alleged act, of harassment committed by an agent in a transaction;
- (v) An act, or alleged act, of discrimination committed by an agent in a transaction;
- (vi) An accident resulting in physical injury while conducting real estate activities;
- (vii) A criminal offense;
- (viii) A complaint from parties to a real estate transaction;
- (ix) Any contact from an employee of a real estate licensing department;
- (x) Any threat of legal action against the agent or Company as a result of real estate activities;
- (xi) A civil judgment against agent, or agent's initiation of bankruptcy proceedings;  
or
- (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 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 Agent who will be unavailable or out of town for a significant period of time should make arrangements with another Agent of the Company to service Agent's clients in Agent's absence and should notify your Broker.

**17.8 Drugs and Alcohol.** Agents are strictly prohibited from the use of drugs and alcohol while conducting work for the Company. Agents found to be in violation of this policy 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 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 Provincial Broker of such a

situation immediately.

## **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 in writing by the Provincial Broker, and approval 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 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 to individuals who have registered their telephone numbers on the National Do Not Call List. Agents utilizing cold calling lead generation must remain compliant with all federal, provincial, and local laws. 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 using drones in their real estate activities agree to be compliant with all applicable laws and regulations regarding drones. Agents will be solely responsible for any fines resulting from any violations.

## **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 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](http://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 one team leader and at least one team member. To form a team, the team leader must contact 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.

**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 Teams.** The Company may from time to time create other types of teams. The terms of the team will 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.

**22.3 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.

**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.

**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’ 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% 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, 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’s Anniversary Date. Agents who are at a one half (½) cap on the Team or Domestic Team will need to pay an additional \$9,000 CAD in post Agent Cap transaction before the Agent’s capped transaction fees drop to \$129 CAD. Agents with an Agent Cap that is less than \$12,000 CAD are not eligible to participate, which means that Standard Team members are not eligible to participate. The Elite Agent Program is reviewed annually and is subject to change at the Company’s discretion.

## **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 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 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:

- 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;
- Enticing or promising agent "value" by selecting 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 as a Sponsoring Agent;
- "Bait and switch," or enticing a potential agent to name agent as Sponsoring Agent versus another Company agent who referred the potential agent to agent for

validation; or

- Use of third-party recruiting services on agent's behalf.

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

- 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 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 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.

## **Article 27 REVISIONS/MODIFICATIONS TO THIS AGREEMENT**

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 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 that I read, 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 Agreement with the Company.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_