

Agent Awards Stock Grant Program

The Real Brokerage Inc. (NASDAQ: REAX) (the "**Real**") created this Agent Awards Stock Grant Program (the "**Program**"), to be administered in the discretion of the Board of Directors of Real, pursuant to which Real may issue restricted share units ("**RSUs**") to Agents ("**Participants**") of Real or its subsidiaries (collectively, the "**Company**") pursuant to the terms herein. Each vested RSU will entitle the Participant to acquire one (1) common share of Real (a "**Common Share**") or equivalent cash value thereto, as determined in Real's discretion.

1. Definitions:

"**Agent**" means a real estate agent that is affiliated with the Company and has signed the Residential Independent Contractor Agreement.

"**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 Residential Independent Contractor Agreement between the Agent and the Company. Agent's contributions toward the Agent Cap resets to \$0 on Agent's Anniversary Date each year.

"**Anniversary Date**" has the meaning set forth in the Residential Independent Contractor Agreement between the Agent and the Company.

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

"**Elite Agent Status**" has the meaning set forth in Section 2.

"**Join Date**" means the date on which Agent completes the onboarding process and transfers Agent's real estate license to the Company.

"**Net Commission**" means the amount the Participant actually receives after splits, fees and any other applicable withholdings.

"**Plan**" means the Company's Amended and Restated Omnibus Incentive Plan as approved by the Board of Directors of the Company, or successor equity incentive plan thereto.

"**Qualified Transaction**" means a transaction with a minimum gross commission income to the Agent of \$2,000.

2. Elite Agent Stock Grants.

- a. **Elite Agent Status.** 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 \$6,000 in the post Agent Cap fees, or (ii) generation of a minimum gross commission income of \$500,000 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 or above where the agent is at least a 51% participant in the transaction. An Agent who achieves Elite Agent Status is referred to as an Elite Agent.
- b. **Issuance of RSUs:** Upon becoming an Elite Agent within an Agent's Anniversary Year, the Elite Agent will be awarded \$16,000 in value of RSUs, which will vest three years after the issuance of the RSUs. In addition, upon completion of cultural contributions back to the entire agent population through Real Academy, which completion determination will be determined in Company's sole discretion, the Elite Agent will be granted \$8,000 in value of RSUs, which will vest three years after the issuance of the RSUs. The RSUs granted pursuant to this Section 2 shall be referred to as the "**Elite Agent RSUs**".
- c. **Eligibility:** All Agents in good standing with the Company, and who have a \$12,000 Agent Cap, are eligible to receive Elite Agent RSUs. Agents with an Agent Cap that is less than \$12,000 are not eligible for Elite Agent RSUs. "Participant" is defined as the Agent in their individual capacity only and Common Shares will not be issued to the Agent's corporate entity. An Agent will be eligible to become an Elite Agent, and therefore receive the Elite Agent RSUs, in each of Agent's Anniversary Years.
- d. **Number of RSUs Issued:** The Participant will receive, for a month in which the Participant has become entitled to Elite Agent RSUs, an amount equal to the value of the Elite Agent RSUs (\$16,000 and/or \$8,000 as applicable) divided by the fair market value of the Common Shares, as determined by the closing price on the NASDAQ stock exchange on the last trading day of the month. For example, if Real grants \$16,000 in value of RSUs to a Participant in March, and the close price of Real's common stock on the last trading day of March is \$2.00, then the Agent would receive 8,000 RSUs.
- e. **RSU Restrictions:** The Elite Agent RSUs that are issued pursuant to the Program will be subject to three-year vesting from the date of issuance. If, at any time and for any reason, Participant's Residential Independent Contractor Agreement with the Company is terminated prior to the vesting of the RSUs granted pursuant to this section, then the RSUs will be forfeited. The Participant will receive one Common Share for each RSU that vests; provided however that Real reserves the right to pay to the Participant the equivalent cash value of an RSU that vests in Reals' sole direction.
- f. **Issue Date:** Elite Agent RSUs issued pursuant to the Program shall be issued within 30

days of the last trading day of the month during which the Participant became entitled to an Elite Agent RSU grant (each, an "**Issue Date**").

3. **Capping and Attracting Awards Grant.**

- a. **Issuance of Capping RSUs:** When an Agent has met their Agent Cap in an Anniversary Year, the Agent will be issued 150 RSUs for an Agent with a \$12,000 Agent Cap, 75 RSUs for an Agent with a \$6,000 Agent Cap and 50 RSUs for an Agent with a \$4,000 Agent Cap. The RSUs that are issued pursuant to this Section 2 ("**Capping RSUs**") will be subject to three-year vesting from the date of issuance. If, at any time and for any reason, Participant's Residential Independent Contractor Agreement with the Company is terminated prior to the vesting of the Capping RSUs granted pursuant to this section, then the Capping RSUs will be forfeited. An Agent will be eligible to receive the Capping RSUs pursuant to this Section 3 in each of Agent's Anniversary Years. For clarity, and Agent may be awarded Capping RSUs in each of Agent's Anniversary Years.
 - b. **Issuance of Attracting RSUs:** When an Agent attracts another Agent to Real ("**Referred Agent**") and becomes the Referred Agent's sponsor ("**Sponsor Agent**"), as identified in the Company's records, upon the Referred Agent completing their first Qualified Transaction, the Sponsor Agent will be issued 75 RSUs for a Sponsor Agent with a \$12,000 Agent Cap, 35 RSUs for a Sponsor Agent with a \$6,000 Agent Cap and 25 RSUs for a Sponsor Agent with a \$4,000 Agent Cap ("**Attracting RSUs**"). If a Sponsor Agent sponsors an agent with another Agent, as identified in the Company's records (each a "Co-Sponsor"), then each Co-Sponsor Agent will receive half the number of Attracting RSUs set forth herein, rounded down to the nearest whole RSU. Agent The Attracting RSUs will be subject to three-year vesting from the date of issuance. If, at any time and for any reason, either the Sponsor Agent's or Referred Agent's Residential Independent Contractor Agreement with the Company is terminated prior to the vesting of the Attracting RSUs granted pursuant to this section, then the Attracting RSUs will be forfeited.
 - c. **Eligibility:** All agents in good standing with the Company are eligible to participate in the Program. "Participant" is defined as the Agent in their individual capacity only and RSUs will not be issued to the Agent's corporate entity. **RSU Restrictions:** The Participant will receive one Common Share for each RSU that vests pursuant to this Section 3; provided however that Real reserves the right to pay to the Participant the equivalent cash value of an RSU that vests in Reals' sole direction.
4. **Issue Date:** RSUs issued pursuant to the Program shall be issued within 30 days of the last trading day of the month during which the Participant became entitled to an RSU grant (each, an "**Issue Date**").
 5. **Custody of Shares:** All RSUs, and Common Shares issued upon vesting of RSUs, will be placed and held in an account created in Participant's name with Shareworks. Accounts will be created within Shareworks upon issuance of the first RSU grant.

6. **Associated Costs:** Ownership of shares issued under the Program may come with associated costs imposed by third parties, including but not limited to, fees that may be imposed by Shareworks, Participant's broker or others.
7. **Modification or Termination:** The Plan and the Program is subject to modification or termination at any time in the sole discretion of the Company's Board of Directors.
8. **Acknowledgments:** Participant understands that participation in the Program is subject to the terms and conditions contained in each Agent's Residential Independent Contractor Agreement and the Plan. Participant acknowledges that Participant has read and fully understands the Program and the Plan. By participating in the Program, the Participant agrees to be bound by the terms and conditions of its independent contractor agreement, the Program and the Plan. By acceptance of this opportunity to receive Common Shares, Participant consents to the electronic delivery of all related documents, including the Program, the Plan, any account statements and Plan prospectuses, as applicable, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to an investment in the Common Shares.

By opting into the Program, the Participant certifies that:

- Participant is of legal age in the state or country of his or her residence.
- Participant is not subject to backup withholding because (a) Participant is exempt from backup withholding, or (b) Participant has been notified by the Internal Revenue Service (IRS) that Participant is not subject to backup withholding, or (c) the IRS has notified Participant that Participant is no longer subject to backup withholding.
- Participant is receiving the shares solely for Participant's own account, and not for the benefit of any other person. Participant is being issued the RSUs and Common Shares solely for investment purposes and not with a view to distribution or resale, nor with the intention of selling, transferring or otherwise disposing of all or any part thereof for any particular price, or at any particular time, or upon the happening of any particular event or circumstance, except selling, transferring, or disposing of the Common Shares, in full compliance with all applicable provisions of the Securities Act of 1933, as amended, the rules and regulations promulgated by the Securities and Exchange Commission thereunder, and applicable state securities laws. Participant may not alter their instructions regarding the level of withholding or the purchase of Company securities in such plans while in the possession of material nonpublic information. Any sale of securities acquired under such plans is subject to the prohibitions and restrictions of this Plan.
- Participant has had the opportunity to ask questions of, and receive answers from, the Company or any authorized person acting on its behalf concerning the Company and its

business, and to obtain any additional information, to the extent possessed by the Company (or to the extent it could have been acquired by the Company without unreasonable effort or expense) necessary to verify the accuracy of the information received by Participant.

- Participant has carefully considered and has discussed (or accepts the responsibility to discuss) with its own legal, tax, accounting and financial advisors, to the extent the Participant has deemed necessary, the suitability of this investment and the transactions contemplated by this Agreement for the Participant's particular federal, state, provincial, local and foreign tax and financial situation and has independently determined that this investment and the transactions contemplated by this Agreement are a suitable investment for the Participant. Participant understands that it (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of the receipt of the shares or the transactions contemplated by this Agreement.

Participant understands that participation in this Program does not change the at will nature of Participant's independent contractor consulting relationship with the Company.

Signature: _____

Date: _____

Printed Name: _____