



REAL BROKER RESIDENTIAL INDEPENDENT CONTRACTOR AGREEMENT

Name of Agent ("Agent"):

Primary State Agent Licensed: _____ License No.: _____

Additional State: _____ License No.: _____

Additional State: _____ License No.: _____

Effective Date ("Effective Date"):

~~Name of Agent ("Agent"):~~

~~Primary State Agent Licensed:~~ _____ ~~License No.:~~ _____

~~Additional State:~~ _____ ~~License No.:~~ _____

~~Additional State:~~ _____ ~~License No.:~~ _____

~~Date of Agreement ("Effective Date"):~~

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

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

Commission and Fee Schedule Addendum – Updated March 2025

Willable Revenue Share Program Addendum – Updated March 2025

Agent Stock Purchase Program – Updated March 2025

Agent Awards Stock Grant Program – Updated March 2025

State Addendum

~~Development and Construction, Property Management, Auctioneering and Wholesale and Assignment Addendum~~

~~Capped Status Addendum~~

~~Team Leader Addendum~~

~~Team Member Addendum~~

~~Domestic Team Addendum~~

~~Licensed Assistant Addendum~~

~~Unlicensed Assistant Access Addendum~~

~~Loan Officer Addendum~~

~~Real Estate Owned Addendum~~

~~Revenue Share Addendum~~

This Agreement and the above checked addenda, updated in March 2025, supersede and replace all prior versions of the Residential Independent Contractor Agreement and the above checked addenda. From time-to-time Company may update the Agreement or addenda pursuant to Article 27.2.

Article 1 PARTIES

This Agreement is entered into by and between Agent and Real Broker, LLC, and its United States real estate brokerage affiliated entities, including, but not limited to Real Brokerage Technologies, Inc.; Real Broker AZ, LLC; Real Broker Alaska, LLC; Real Broker NY, LLC; Real Broker CT, LLC; Real Broker MA, LLC; Real Broker NH, LLC; Real Broker Commercial, LLC; and Real Broker NE, LLC (collectively, the "Company"). Agent acknowledges Agent is licensed and duly qualified to provide real estate agent services to the general public in the state(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.

Article 3 TERMINATION

3.1 This Agreement may be terminated by either Party at any time with or without cause upon written notice given to the other Party. 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. Upon termination of this Agreement, all addenda, exhibits, schedules, or attachments to this Agreement shall also terminate.

3.2 Upon termination of this Agreement, Agent shall:

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

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

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 Should Agent wish to voluntarily terminate this Agreement, written notice of termination must be provided to the Company and emailed to ~~support@therealbrokerage.com~~ support@therealbrokerage.com. 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.

Article 4 CONDUCT OF AGENT

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

Article 5 INDEPENDENT CONTRACTOR STATUS, COSTS, & EXPENSES

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

5.2 Taxation. Agent will not be treated as an employee for federal, state, or local tax purposes. Agent is responsible for all tax issues and obligations as they become due, including at the end of each calendar year. Agent acknowledges and understands that the Company will not withhold any federal, state, or local taxes on any payments made by the Company to Agent. Agent shall be solely responsible for the payment of all taxes affiliated with any payments received from the Company.

5.3 Expenses. Agent acknowledges that payment of any expenses incurred by Agent, including, but not limited to, professional licenses and dues, MLS fees, travel expenses, office space, place of business, communication charges, support staff, tools, materials, supplies, advertisements, or marketing materials are Agent's sole responsibility and will not be reimbursed by the Company. Agent recognizes that any expenditures Agent makes in this regard will be borne by Agent as personal business expenses for Agent's benefit. In addition, Agent may be required to directly purchase Errors and Omissions liability insurance for Agent's real estate work in certain states. 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 failure of Agent to procure any required insurance.

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

5.5 Control. Agent shall be solely responsible for and have control over all services required or provided by Agent under this Agreement. Agent shall control and direct the manner, means and methods of performing the details of the services. Agent shall control and direct priorities on time, amount of effort, and hours of work to

accomplish the services under this Agreement. At all times during which this Agreement will be in effect, Agent shall be a licensed real estate agent, having taken the training necessary to gain such a license. Consequently, while the Company may offer Agent training regarding the services, Agent shall not be required to attend meetings, educational seminars or trainings of Company.

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

Article 6 INSURANCE AND INDEMNIFICATION

6.1 Workers' Compensation Insurance. Agent will not be treated as an employee for workers' compensation purposes. Notwithstanding the foregoing, in the event that the state in which Agent is licensed requires the Company to provide workers' compensation insurance for its affiliated ~~agents~~ Agents in that state notwithstanding their independent contractor status (i.e., as of the Effective Date, Washington, California, and New Jersey), the Company will comply with such requirement. However, such compliance shall not affect Agent's status as an independent contractor, nor shall the Company's compliance be construed as an indication that Agent is an employee of the Company for any purpose whatsoever.

6.2 Injuries to Agent. Agent, an independent contractor, acknowledges and agrees that the Company does not provide workers' compensation. It is Agent's obligation to obtain appropriate insurance coverage for any injuries. Agent and its employees, if any, waive any rights to recover 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 \$100,000 per person and \$300,000 per accident.

6.4 Notice of Claim. Agent agrees that Agent shall provide the Company written notice to the Company's designated broker for the state where Agent is conducting real estate activities ("State Broker") with a copy to ~~support@therealbrokerage.com~~ support@therealbrokerage.com of any lawsuit or claim that arises from Agent's provision of real estate services under the Agreement within two (2) business days of Agent's notice of any lawsuit or claim. 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 or claim 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. Whether or not E&O insurance is used for a particular claim or dispute, an Agent whose alleged conduct forms the basis, in whole or in part, for a dispute is required to pay \$5,000 to the Company for the Company to use in its sole discretion to defend and resolve the dispute. To the extent the Company's E&O insurance is used and the deductible is drawn down on any claim arising from, in whole or in part, Agent's alleged conduct, Agent understands and agrees that Agent is responsible for payment of the first \$5,000 of the E&O insurance deductible. If Agent is alleged to have engaged in grossly negligent or fraudulent conduct during a transaction or in a manner that is inconsistent with Agent's obligations under the Agreement, Agent shall be responsible for payment of the E&O insurance deductible ~~up to \$10,000~~ in full. The Company has sole discretion

in determining at any time whether Agent is alleged to have acted with gross negligence, in a fraudulent manner ~~during a transaction~~, or in a manner that is inconsistent with Agent's obligations under the Agreement. Agent agrees to pay the deductible amount in accordance with the terms above regardless of Agent's sponsorship status by the Company and regardless of whether the Agent denies the alleged conduct. Agent hereby authorizes the Company to offset or withhold ~~up to \$10,000 under this Section 6.5~~ from Agent's share of Commission, or other amounts due and owing to Agent under the Agreement, any amounts due under this Section 6.5. For clarity, references to a claim in this Article 6 shall also include a dispute for which no monetary or other demand has yet been made.

6.6 Indemnification. In the event E&O insurance is not used, coverage is denied, or E&O insurance coverage is otherwise inapplicable for a particular dispute, then the following indemnification obligations shall apply. Agent shall defend, indemnify, and hold harmless the Company, its owners, managers, affiliates, directors, officers, agents, employees and representatives (collectively, "Company Indemnified Parties") from any third-party claims, causes of action, suits, or proceedings arising out of, in whole or in part, allegations pertaining to Agent's conduct, including (i) the discharge of Agent's duties under the Agreement; (ii) any fraud or misrepresentation of Agent, including, but not limited to, Agent's misrepresentation of its relationship with the Company to any third party or any action by Agent taken or omitted pursuant to this Agreement; (iii) Agent causing bodily injury, death of any person, or damage to real or tangible personal property resulting from Agent's acts or omissions, (iv) Agent's breach of any applicable federal, state, or local laws and regulations; (v) breach of Agent's fiduciary duties to Agent's clients; (vi) breach of contract with a third party and Agent where the third party demands the Company compensate the third party for damages arising under, or related to, the contract; (vii) Agent's actions that are not directly related to Agent's real estate activities as outlined in the Agreement or alleged action or omission by Agent that is inconsistent with Agent's obligations under this Agreement; (viii) Agent's alleged infringement, misappropriation, or other alleged violation of intellectual property rights of a third party, (ix) Agent's misuse or unauthorized use of the AI Tools or any other items or materials provided by Company to Agent in connection with this Agreement, or (x) any breach of the sections entitled "Automobile Insurance" and "Prohibition Against Sponsorship Offerings", and Agent shall indemnify, defend, and hold harmless the Company Indemnified Parties from all resulting liabilities, losses, damages, demands, claims, costs, and expenses, including reasonable attorney fees. Agent expressly understands and agrees that the Company shall not be responsible for payment of cost of defense of claims, events, or real estate transactions in which the Company's E&O insurance is not used, or that are not subject to or otherwise covered by the Company's E&O insurance. For claims or proceedings identified in this Section 6.6, the Agent understands and agrees that Agent is responsible for an initial payment of \$5,000 to Company when a dispute arises, including when a claim is made or lawsuit or other proceeding is initiated. If ~~Agent's conduct that is~~ the subject of a lawsuit, claim, or dispute in this Section 6.6 ~~was improper~~ involves allegations that Agent acted with gross negligence, in a fraudulent manner or in a manner inconsistent with Agent's obligations under the Agreement, Agent shall be responsible for an initial \$5,000 payment to the Company and also thereafter immediately responsible for the balance of all resulting liabilities, losses, damages, demands, claims, costs, attorney fees, and expenses under this Section 6.6 as they come due. The Company has sole discretion in determining at any time whether Agent is alleged to have acted with gross negligence, in a fraudulent manner or in a manner inconsistent with Agent's ~~conduct was improper~~ obligations under the Agreement. The initial \$5,000 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 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 is 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 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. 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 the Company any amounts due upon notice to Agent from the 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 the Company with such reasonable assistance, at Agent's expense, as the Company may require to defend against any claims against the Company in which Agent's conduct is at issue. Such cooperation shall include, but not be limited to, providing the Company Indemnified Parties and their counsel copies of any and all relevant documents relating to the claim(s), consulting with the 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.

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

Article 7 PLACE OF WORK

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

Article 8 LICENSING AND COMPLIANCE WITH LAWS

8.1 Licensed Activities. Agent shall keep Agent's real estate license(s) current and active during the term of this Agreement [and shall comply with all applicable licensing laws and regulations](#), including satisfying all applicable continuing education and provisional license requirements of the state in which Agent is licensed. Agent agrees to provide the Company true and accurate license information in accordance with the terms and conditions of this Agreement. [Agent shall provide Company notice of any licensing violations of which Agent receives notice.](#)

8.2 Compliance with Laws. Agent shall be familiar and comply with all applicable federal, state, and local laws, policies, and procedures ~~having to do with purchasing and sales of real estate in the state(s) in which Agent is licensed~~, including but not limited to anti-discrimination laws, the Fair Housing Act, the Telephone Consumer Protection Act (“TCPA”) and unsolicited calls in violation of the TCPA, ~~and~~ the Real Estate Settlement Procedures Act (RESPA) and applicable data protection and privacy laws.

8.3 Local Real Estate Board. Agent shall apply and become a paying dues member to a local association or board of realtors in each state in which Agent operates within thirty (30) days of the Effective Date of this Agreement. All related costs shall be paid by Agent. Agent agrees to reimburse the Company for any fees or penalties imposed on the Company by any board, association, or multiple listing service (MLS) for Agent’s actions or lack of actions, or failure to join such board, association, or MLS. Agent agrees to reimburse the Company for any costs incurred to the Company by any board, association, or MLS for Agent’s failure to join such entities or pay all required dues and fees. The Company retains the right to terminate the Agreement in the event Agent fails to pay Agent’s required dues and fees to any board, association, or MLS. Agent shall comply with all MLS and board or association rules and regulations and remain in Good Standing (as defined below) at all times.

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, state licensing authorities, and local, state, 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 termination of the Agreement. Following termination of the Agreement, ~~agent~~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

For all states in which Agent is licensed, Agent agrees not to enter into another agreement to provide real estate services with another individual or entity in those states 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 states in which the Company is not licensed. Once the Company obtains a license to do business in a state 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 state. 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 pursuant to Article 3. 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~~Agent shall not practice Property Management. The Company may terminate this Agreement immediately upon a violation of this provision pursuant to Article 3. Agent may, however, manage property that Agent owns in Agent’s sole and individual capacity.

Article 11 AUTHORITY AND OWNERSHIP OF AGREEMENTS

11.1 Agent Authority. Agent may enter into client-specific or transaction-specific agreements on the Company’s behalf which a reasonable agent would customarily find necessary for providing the real estate brokerage services offered by the Company, such as listing agreements and buyer-representation agreements, that are not

otherwise prohibited by the Agreement. Agent shall not bind, obligate, or commit the Company to any promise, representation, contract or services unless specifically authorized in writing by an authorized agent of Real Broker, LLC. Agent shall not enter into any co-brokerage ~~agreement or division of commission~~ agreement without the prior written consent of the State Broker. Agent shall not enter into an agreement for a commission advance with a third party without the prior review and written approval ~~by the Agent's State Broker~~ of Company. For any commission advance to Agent, including, but not limited to, advances from commission advance agencies as well as commission installment payments, Agent agrees that Agent is responsible for all amounts owed under the agreement with the third party and will indemnify, defend and hold harmless the Company against any liability to any third-party creditor. If the Company pays a third party for any amounts owed by Agent, the Agent agrees to promptly reimburse the Company and agrees that the Company will have a right to offset against any amounts owed or payable to the Agent.

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

Article 12 AGENT ACTIVITIES

12.1 Agent represents and agrees:

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

12.2 Agent Use of Company AI Tools. In connection with Agent's activities under this Agreement, the Company may make certain technology and artificial intelligence (AI) tools available to Agent, including "Leo," the Company's AI-powered assistant available through the reZEN platform ("AI Tools"). Agent acknowledges and agrees that the AI Tools provided by the 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 the 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.

Article 13 JOIN DATE, ANNIVERSARY DATE, ANNIVERSARY YEAR AND AGENT CAP

13.1 Join Date and Anniversary Date and Anniversary Year. Agent's "Join Date" shall be the date on which Agent completes the onboarding process and transfers Agent's license to the Company. The "Anniversary Date" for Agent will be the first day of the calendar month following Agent's Join Date with the Company provided that if the Agent's Join Date is the first day of a calendar month, then it shall be that day. "Anniversary Year" for an Agent means the 12-month period that begins on the Agent's Anniversary Date.

Requested License Transfer Date: _____

13.2 Agent Cap. "Agent Cap" means the dollar amount of the Company's split of commissions paid to the Company on Agent's closed transactions after which the agent will no longer split commissions with the Company. The Agent Cap is \$12,000, unless otherwise set forth in an addendum or amendment to this Agreement. Agent's contributions toward the Agent Cap reset to \$0 on the Agent's Anniversary Date each year.

Article 14 COMPENSATION & TRANSACTIONS UPON TERMINATION

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

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

14.3 Pending Transactions subject to Executed Purchase and Sale Agreement. In the event of a termination of this Agreement, all 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 the State Broker or another **agentAgent** in the Company to perform the required work. At the discretion of the State Broker, up to twenty percent (20%) of the Commission may be paid to the State Broker or another Company **agentAgent** 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 to Company as directed by the Company. If Agent, while affiliated with the Company, enters into an agreement pursuant to which Agent owes a third party a referral fee for a transaction, Agent must notify the Company of this arrangement within three (3) business days of entering into the agreement with the third party. If Agent does not notify the Company, or does not provide sufficient notice to the Company prior to the closing of a transaction, that Agent owes a third party a referral fee for the transaction, and, as a result, the Company does not pay the referral fee from the Commission, then Agent shall be liable for the full referral fee, regardless of whether the Agent is still affiliated with the Company or has transferred to another brokerage. Further, if Agent, while affiliated with the Company, enters into an agreement pursuant to which Agent owes a third party a referral fee for a transaction, and Agent subsequently transfers to a new brokerage with that pending transaction, then Agent agrees that Agent and the new brokerage will be jointly and severally liable for the referral fee for such transaction. Agent agrees to notify Agent's new brokerage regarding any referral owed on a transferred pending transaction, and Agent's and Agent's new brokerage's responsibility to pay the fee.

14.4 Active Listings and Leads not subject to Executed Purchase and Sale Agreement. In the event of a

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

Article 15 DOCUMENTS AND FILES

All files and documents pertaining to listings and transactions produced, received, or retained by Agent are the property of the Company and shall be delivered to the Company by Agent in accordance with the Manual. Failure to comply with this requirement may result in delay of Commission payments. ~~An~~Any 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, cancelled and expired agreements, referral fee agreements, and/or any other business contract or arrangement involving an Agent and Agent's client during the term of this Agreement.

Article 18 USE OF A DBA AND FICTITIOUS NAMES

Instead of the name on Agent's state 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 State or Regional Broker, as well as register the use of the Business Name with the state licensing authority, as applicable. Agent is responsible for all associated paperwork, forms, and costs (if any) for registering such Business Name with the state licensing authority. Review of the Business Name by the State or Regional Broker offer does not alleviate or change Agent's responsibility to comply with all applicable laws regarding use of and advertisement under the Business Name, and Agent shall defend and indemnify Company for any third party claims arising from or related to Agent's use of the Business Name.

Article 19 REWARD PROGRAMS DISCLOSURE

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

Article 20 NOTICE AND EMERGENCY CONTACT

Agent authorizes the Company to contact the person ~~below~~Agent has identified in the Emergency Contact field in reZEN on Agent's behalf in case of an emergency. Agent agrees to ~~update this contact by providing written~~

~~notice to the Company within two (2) business days of any change~~[keep the Emergency Contact information in reZEN current at all times.](#)

Contact: _____
Phone Number: _____
Email: _____
Relationship: _____

Agent authorizes the Company to contact Agent for [notice and](#) business purposes using the contact information in reZEN under Agent’s account.

Article 21 CONFIDENTIALITY

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

21.2 Pursuant to the Defend Trade Secrets Act of 2016, if Agent is an individual, Agent acknowledges that Agent shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In

addition, if Agent files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Agent may disclose the trade secret to Agent's attorney and may use the trade secret information in the court proceeding, if Agent files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Agent agrees that Confidential Information, including any data or contact information that Company obtains through its own efforts and resources, shall remain solely the confidential and proprietary property of the Company.

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

21.4 Nothing in this Agreement prohibits Agent from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of any federal, state or local law or regulation including without limitation to the Department of Justice, the Securities Exchange Commission, and any Inspector General. Agent does not need the prior authorization of the Company to make any such reports or disclosures, and Agent is not required to notify the Company that Agent has made such reports or disclosures. Furthermore, nothing in this Agreement prevents or precludes Agent from participating in any proceeding with any appropriate federal, state, or local government agency enforcing securities or discrimination laws.

21.5 Except as permitted in Article 21, Agent will not (i) use, replicate, or duplicate any Confidential Information other than as reasonably necessary and allowed in the performance of this Agreement; (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business, or governmental agency or department; or (iii) directly or indirectly upload Confidential Information to, or allow access of Confidential Information by any artificial intelligence tool, platform or solution, other than as may be provided by the Company. Agent may use the Confidential Information solely to perform Agent's obligations under this Agreement. Agent shall treat all Confidential Information with the same degree of care as Agent accords to Agent's own confidential information, but in no case shall Agent use less than reasonable care. Agent shall disclose Confidential Information only to those of Agent's employees who have a need to know the information as necessary for Agent to perform this Agreement. Agent certifies that each of Agent's employees will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Agent under this Agreement. Agent shall be responsible for any violation of this Agreement by any party whom Agent discloses Confidential Information. Agent shall further immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. Agent shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information. Agent agrees not to communicate any information to the Company in violation of the proprietary rights of any third party.

21.6 Upon termination of the relationship between the Parties, Agent shall return to the Company all of the Confidential Information, together with any copies or summaries Agent may have made of the Confidential

Information. If any provision of this Article 21, or Article 22, shall be held invalid or unenforceable, such provision shall be reformed so as to render it enforceable to the maximum extent permitted under applicable law. The remaining provisions of this Agreement shall remain in full force and effect. In the event that Agent violates any provision of this Article 21, or Article 22, the Parties acknowledge that the Company will suffer irreparable injury. For any breach or threatened breach of Article 21 or 22, the Company shall, in addition to damages or any other remedy allowed at law or in equity, be entitled to pursue injunctive relief, including ex parte relief and temporary and permanent injunctions. Notwithstanding anything in Article 24 to the contrary, the Company may seek ex parte or preliminary injunctive relief in arbitration or in a court of competent jurisdiction at the Company's election, and the Company shall not be obligated to post any bond in connection with obtaining such relief. Nothing contained in this Section ~~21.9~~21.6 shall act as a waiver of the Company's right to recover damages or any other relief as a result of Agent's violation of Article 21 or 22 of this Agreement, and the Company expressly reserves all of its rights and remedies available at law or in equity in conjunction with this Agreement.

Article 22 INTELLECTUAL PROPERTY

22.1 In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names, and trade dress. "Company Innovations" means Innovations that Agent, solely or jointly with the Company or with others, creates, derives, conceives, develops, makes, or reduces to practice under this Agreement. Agent hereby does and will irrevocably assign to the Company or the Company's designee all of Agent's right, title, and interest in and to any and all the Company Innovations and all associated records, such assignment to occur with respect to each Company Innovation at the time the Company Innovation is first conceived, made, derived, developed, written, or created, and regardless of when the Company Innovation is first conceived, made, derived, developed, written, or created. Agent further 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. To the extent any of the rights, title, and interest in and to Company Innovations cannot be assigned by Agent to Company, Agent hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit those non-assignable rights, title, and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title, and interest in and to the Company Innovations can neither be assigned nor licensed by Agent to the Company, Agent hereby irrevocably waives and agrees to never assert the non-assignable and non-licensable rights, title, and interest against the Company, any of the Company's successors in interest, or any of the Company's customers. If Agent is a legal entity as opposed to an individual and if any Company Innovations include any work of authorship that qualifies as a "work made for hire" as defined in subclause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time), the Company and Agent agree that the Company owns such work of authorship as a work made for hire under such Section. This Article 22 does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Agent's own time, and (1) which does not relate (a) to the business of the Company, or (b) to the Company's actual or demonstrably anticipated research or development, and (2) which does not result from any work performed by Agent for the Company.

22.2 License Grant. The Company hereby grants to Agent a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Company’s trademarks, logos, and other specified identifiers (“Company Marks”) in connection with its affiliation with the Company under the terms of the Agreement and solely for advertising as authorized by the Manual. All goodwill arising from the use of the Company Marks by Agent shall inure to the benefit of the Company. Agent’s use of the Company Marks must at all times comply with Company’s then current trademark usage guidelines, as may be amended by the Company from time to time in the 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”. Incoming Agents typically name a Sponsoring Agent at the Company based on multiple factors, some of which may include assistance with exploring the benefits offered by the Company, future business partnership opportunities and personal relationships. If Agent would like to name two Sponsoring Agents instead of one, Agent should name the two Sponsoring Agents and they will be referred to as Co-Sponsoring Agents. Agent is not required to name any Sponsoring Agents. Agent may not name themselves as a Sponsoring Agent.

~~Agent acknowledges and confirms that any Any Sponsoring Agent shall be named on the Sponsoring Agent Addendum. If no Sponsoring Agent Addendum is attached, Agent has elected not to name a Sponsoring Agent. If Agent has already named a Sponsoring Agent and/or Co-Sponsoring Agent, as applicable, in any agreement with Company or its affiliates, the Sponsoring Agent listed below, 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 and/or Co-Sponsoring named under the prior agreement will also be the Sponsoring Agent./Co-Sponsoring Agent acknowledges that when under this Agreement is signed any Sponsoring Agent name listed below may not be changed for any reason, which includes, but is not limited to, divorces or an agent’s departure from a team. Agent acknowledges that if Agent is selecting a Sponsoring Agent, by listing the Sponsoring Agent name in an Independent Contractor Agreement or other Agreement with the Company, the Agent’s initial selection of any Sponsoring Agent may not be changed for any reason and will be a Sponsoring Agent for the Agent for all purposes as set forth in the Agreement.~~

~~Agent is not required to name a Sponsoring Agent. Agent may name one or two Sponsoring Agents. If Agent names two Sponsoring Agents, they will be referred to as “Co-Sponsoring Agents.”~~

- ~~1. Agent names _____ as Sponsoring Agent. The Sponsoring Agent’s e-mail address is _____.~~
- ~~2. Agent names _____ as Sponsoring Agent. The Sponsoring Agent’s e-mail address is _____.~~

23.2 Change of Brokerages. If Agent separates from the Company for any reason and wishes to reaffiliate with the Company less than 365 days after Agent’s separation from the Company, Agent will retain the same Sponsoring Agent or Co-Sponsoring Agents, as applicable, as when Agent separated from the Company. If Agent separates from the Company for any reason and wishes to reaffiliate with the Company, Agent will not

receive revenue share from ~~agents~~Agents from whom Agent received revenue share prior to the separation, or any other agents in that downline.

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

Article 24 GOVERNING LAW AND DISPUTE RESOLUTION

24.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict or choice of law rules.

24.2 Dispute Resolution. The following provisions govern any and all disputes, claims, or controversies arising out of or relating to the Agreement.

24.2.1 Mandatory Mediation in Advance of Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules before resorting to arbitration.

24.2.1.1 A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties.

24.2.1.2 The Parties will cooperate with the AAA and with one another in selecting a mediator and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that the Parties will share equally in its costs. The mediation shall be held in the state where the transaction of real property is the basis of the dispute is located, unless another location or virtual mediation is mutually agreed upon, or in the case where the dispute is not related to a transaction, Texas, unless the Parties mutually agree to another state or virtual setting in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24.2.1.3 All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties and their respective agents, employees, experts, and attorneys, and by the mediator or any AAA employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

24.2.2 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to the relationship between the Parties, this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, which are not resolved by mediation shall be determined by arbitration administered by the AAA under its Arbitration Rules for the Real Estate Industry in effect on the date of the Agreement and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration

shall be conducted in the state where the transaction of real property made the basis of the dispute closed, unless another location is mutually agreed upon, or in the case there is no transaction, Texas, unless the parties mutually agree to another state, before one (1) arbitrator. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The arbitrators shall be selected from the AAA's National Panel of Real Estate Industry Arbitrators.

24.2.2.1 Confidentiality of arbitration proceeding. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

24.2.2.2 Punitive damages. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages except where permitted by statute, and the Parties waive any right to recover any such damages.

24.2.2.3 Waiver of consequential damages. Agent and the Company waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of the Agreement in accordance with Article 3.

24.2.3 Fees and costs to prevailing party. In any arbitration or litigation arising out of or related to this Agreement, the arbitrators or the court shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration or litigation. The "prevailing Party" shall be determined by reviewing the claims resolved in arbitration or litigation, considering the quantum of the claims being prosecuted and defended, and then determining which Party achieved the greater success by quantifying the amounts awarded the Party recovering damages and comparing the same with the amounts that the Party paying damages saved (i.e., the damages actually awarded versus those that were claimed).

24.2.4 Class Action Waiver. The Company and Agent agree that any and all claims between the Company and Agent will be on an individual basis, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action. Both the Company and Agent hereby waive the Company's and Agent's respective right to commence, become a party to, or remain a participant in any group, representative, class collective, or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. The Parties agree that any claim by or against the Company or Agent shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person's or entity's claim, except as otherwise agreed to in writing by the Company and Agent. This class action waiver shall supersede any contrary agreements, statements, or rules in the AAA Arbitration Rules for the Real Estate Industry.

24.2.5 Jury Trial Waiver. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY BETWEEN COMPANY AND AGENT THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) THAT EITHER THE COMPANY OR AGENT MAY HAVE ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR**

HEREAFTER ARISING. EACH PARTY AGREES AND CONSENTS THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THE PREVAILING PARTY IN ANY SUCH DISPUTE, AT THE ELECTION OF THE COURT, SHALL BE ENTITLED TO THE RECOVERY OF ~~THEIR~~ITS REASONABLE AND NECESSARY ATTORNEY'S FEES, CONSULTANT'S COSTS, AND COURT COSTS. THE PARTIES FURTHER AGREE TO STAY ALL UNDERLYING LITIGATION AND CLAIMS PENDING RESOLUTION OF CLAIMS VIA ARBITRATION.

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~~performed under this Agreement. Agent hereby acknowledges and agrees that Agent shall not use the Company's trademarks, logos, and other intellectual property in connection with advertising, marketing, or conducting the Business Activities. Agent agrees to defend, indemnify, and hold harmless the Company Indemnified Parties from any and all complaints, proceedings, demands, claims, injuries, damages, liabilities, losses, expenses, costs, fines, penalties, or suits including attorney and expert witness fees, arising out of or in connection with Agent's separate Business Activities.

Article 26 [RESERVED]

Article 27 MISCELLANEOUS

~~26.1~~27.1 Prohibition Against Insider Trading. Agent hereby acknowledges and is aware that United States 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 shall comply with all policies and procedures regarding insider trading set forth in the Manual.

~~26.2~~

27.2 Revisions/Modifications to this Agreement and Addenda. The Company may amend 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. Agent agrees to review all material changes within ten (10) days of receipt of notice. Any objections to such changes must be sent to the Company at ~~support@therealbrokerage.com~~support@therealbrokerage.com within ten (10) days of Agent's receipt of the Company's notice of material changes. Agent agrees that all changes will be deemed accepted if the Company does not receive an objection to such changes within ten (10) days of Agent's receipt of the Company's notice. Notices will be sent to Agent's email address on file and posted on the Company's internal communication websites, including, but not limited to, reZEN, or ~~Workplace~~Workvivo. If Agent objects to modifications to the Agreement, and the Parties cannot otherwise agree, the Agreement shall be terminated pursuant to Article 3.

~~26.3~~

27.3 Assignment. Agent may not assign or subcontract this Agreement without the Company's prior written consent.

~~26.4~~

27.4 Entire Agreement. This Agreement, together with any addendum hereto or other document incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous understandings, representations, warranties, or agreements pertaining to the subject matter of this Agreement. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. Any changes, modifications, or amendments of this Agreement, including its addenda, will be effective ten (10) days after notice to Agent, subject to Section ~~26.2~~27.2. 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 to, 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, state, and local laws, regulations, and rules. Any prior executed Addenda not specifically modified by the terms of this revised Agreement shall remain in full force and effect.

26.5

27.5 Acknowledgement. The Agent acknowledges that, in executing this Agreement, the Agent has obtained, or has had an opportunity to obtain, independent legal advice. Agent hereby acknowledges that Agent has read and understands 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.

26.6

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

COMPANY

AGENT

BY: _____

BY: _____



DATE: _____

DATE: _____

NAME: _____

NAME: _____

Alexandra Lumpkin

TITLE: _____ Vice

President