



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

- ☒ Policies and Procedures Manual (the "Manual") – Updated March 2025
- ☒ 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
- ☒ Province 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. All monetary amounts referenced in the Agreement are in the Canadian Dollar (CAD).

### Article 1 PARTIES

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

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

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

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

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

#### **Article 4 CONDUCT OF AGENT**

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

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

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

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

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

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

**5.5 Control.** Agent shall be solely responsible for and have control over all services required or provided by Agent under this Agreement. Agent shall control and direct the manner, means and methods of

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

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

## **Article 6 INSURANCE AND INDEMNIFICATION**

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

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

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

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

**6.5 E&O Insurance.** Agent shall carry E&O Insurance through the relevant provincial regulator. Agent understands that the Company's E&O Insurance may cover claims arising from certain real estate transactions under this Agreement. 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. 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 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, or in a manner 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 Agent denies the alleged conduct. Agent hereby authorizes the Company to offset or withhold from Agent's share of Commission, or other amounts due and owing to Agent under the Agreement, any amounts due under this Section 6.5. For clarity, references made to a claim in this Article 6 shall also include a dispute for which no monetary or other demand has yet been made.

**6.6 Indemnification.** In the event 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, provincial, or local laws and regulations; (v) breach of Agent's fiduciary duties to Agent's clients; (vi) breach of contract with a third party and Agent where the third party demands the Company compensate the third party for damages arising under, or related to, the contract; (vii) Agent's actions that are not directly related to Agent's real estate activities as outlined in the Agreement or alleged action or omission by Agent that is inconsistent with Agent's obligations under this Agreement; (viii) Agent's alleged infringement, misappropriation, or other alleged violation of intellectual property rights of a third party, (ix) Agent's misuse or unauthorized use of the AI Tools or any other items or materials provided by Company to Agent in connection with this Agreement, or (x) any breach of the sections entitled "Automobile Insurance" and "Prohibition Against Sponsorship Offerings", and Agent shall indemnify, defend, and hold harmless the Company Indemnified Parties from all resulting liabilities, losses, damages, demands, claims, costs, and expenses, including reasonable legal fees. Agent expressly understands and agrees that the Company shall not be responsible for payment of cost of defense of claims, events, or real estate transactions in which the Company's E&O insurance is not used, or that are not subject to or otherwise covered by the Company's E&O insurance. For claims or proceedings identified in this Section 6.6, Agent understands and agrees that Agent is responsible for an initial payment of \$5,000 to Company when a dispute arises, including when a claim is made or lawsuit or other proceeding is initiated. If the subject of a lawsuit, claim, or dispute in this Section 6.6 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 obligations under the Agreement. The initial \$5,000 payment 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 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 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 Company has the right to make all decisions concerning the defense of a claim, including the right to choose and monitor counsel, right to veto the indemnitor's decisions relating to the litigation, and the right to approve settlement. Such selections and reserved rights shall not lessen or otherwise limit Agent's obligations hereunder.

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

## **Article 7      PLACE OF WORK**

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

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

**8.1 Licensed Activities.** Agent is required to maintain real estate license(s) current and active during the term of this Agreement and shall comply with all applicable licensing laws and regulations, including satisfying all applicable continuing education and provisional license requirements of the province in which Agent is licensed. Agent agrees to provide the Company true and accurate license information in accordance with the terms and conditions of this Agreement. Agent shall provide Company with notice of any licensing violations of which Agent receives notice without delay.

**8.2 Compliance with Laws.** Agent shall be familiar and comply with all applicable federal, provincial, and local laws, policies, and procedures, including, but not limited to, labour, data protection, and privacy laws.

**8.3 Board of Realtors.** Agent is required to apply and become a paying dues member to a local Association of Realtors board affiliated with the Canadian Real Estate Association within thirty (30) days of the Effective Date 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," Agent must be current on all financial obligations required to conduct real estate business, including all fees, dues, or amounts owed to the Company, provincial licensing authorities, and local, provincial, or national realtor associations and MLS. Any license status that reflects that a license is not in Good Standing, such as being expired, revoked, or suspended, will result in the immediate termination of the Agreement. Following termination of the Agreement, Agent may not engage in any real estate activity on behalf of the Company. The Company, by law, may not pay commission to any person who does not hold an active real estate license.

## **Article 9 BROKERAGE EXCLUSIVITY**

Agent agrees not to enter into another agreement to provide real estate services with another individual or entity in those provinces in which the Company is also licensed. Agent may enter into another agreement to provide real estate services with another individual or entity only in those provinces in which the Company is not licensed. Once the Company obtains a license to do business in a province in which Agent is also licensed, Agent shall, at no cost and without any liability to the Company, terminate

any agreements to provide real estate services with any other individual or entity in such province. Agent agrees to conduct any and all real estate transaction(s) in the name of the Company, including but not limited to listings, sales, leases or rentals. Company may terminate this Agreement immediately upon violation of this requirement. Agent affirms that Agent has listed all states where Agent has a license to provide real estate services on the first page of this Agreement.

#### **Article 10     PROPERTY MANAGEMENT**

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

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

**11.1 Agent Authority.** Agent shall not bind, obligate, or commit the Company to any promise or representation unless specifically authorized in writing by an authorized agent of the Company or one of its subsidiaries. Agent shall not enter into any co-brokerage agreement without the prior written consent of the Provincial Broker or Company. Agent shall not enter into an agreement for a commission advance with a third party without the prior written approval of Company. For any commission advance to Agent, including, but not limited to, advances from commission advance agencies as well as commission installment payments, Agent agrees that Agent is responsible for all amounts owed under the agreement with the third party and will indemnify, defend and hold harmless Company against any liability to any third-party creditor. If Company pays a third-party for any amounts owed by Agent, Agent agrees to promptly reimburse Company and agrees that Company will have the right to offset against any amounts owed or payable to Agent.

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

#### **Article 12     AGENT ACTIVITIES**

**12.1** Agent represents and agrees:

- i. 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, including those based on information provided by the AI Tools.

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

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

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 but will increase to \$15,000 beginning on April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for all other Agents, unless otherwise set forth in an addendum or amendment to this Agreement. Agent's contributions toward the Agent Cap reset to \$0 on the Agent's Anniversary Date each year. "New Agents" are those Agents whose Join Date is on or after April 1, 2025.

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

**14.1 Agreement Termination.** Upon termination of this Agreement, so long as Agent is not in default of any provision of this Agreement, Agent may be entitled to payment for transactions that occurred prior to the date of termination for which Agent has not yet been paid. At the termination of this Agreement,

Agent authorizes the Company to deduct from any Commissions due all financial obligations owed to the Company that are imposed by terms of this Agreement.

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

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

**14.4 Active Listings and Leads not subject to Executed Purchase and Sale Agreement.** In the event of a termination of this Agreement, active listings and leads not subject to an executed agreement will, if Agent is in Good Standing as determined in the Company's sole discretion and upon completion of transfer request documentation as required by the Company, be released to another brokerage in the case of listings, and be released to 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 may implement reward programs, such as production awards, and every agent in Good Standing will be eligible to participate under the terms specified for each program.

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

Agent authorizes the Company to contact the person Agent has identified in the Emergency Contact Field in reZEN on Agent's behalf in the event of an emergency. Agent agrees to keep the Emergency Contact Information in reZEN current at all times.

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

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

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

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

data or contact information the Company obtains through its own efforts and resources, shall remain solely the confidential and proprietary property of Company.

## **21.2 [RESERVED]**

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

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

**21.5** Except as permitted in Article 21, Agent will not (i) use, replicate, or duplicate any Confidential Information other than as reasonably necessary and allowed in the performance of this Agreement; (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business, or governmental agency or department; or (iii) directly or indirectly upload Confidential Information to, or allow access of Confidential Information by any artificial intelligence tool, platform or solution, other than as may be provided by the Company. Agent may use the Confidential Information solely to perform Agent's obligations under this Agreement. Agent shall treat all Confidential Information with the same degree of care as Agent accords to Agent's own confidential information, 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 21.6 shall act as a waiver of the Company's right to recover damages or any other relief as a result of Agent's violation of Article 21 or 22 of this Agreement, and the Company expressly reserves all of its rights and remedies available at law or in equity in conjunction with this Agreement.

## **Article 22 INTELLECTUAL PROPERTY**

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

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

**22.1.2** Agent hereby irrevocably waives in favour of the Company any moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar effect) or similar rights that Agent may have in the Intellectual Property. Agent agrees to execute on demand, whether during the term of this Agreement or at any time following the termination of this Agreement, any applications, transfers, assignments and other documents that the Company may consider necessary to enable the Company to obtain full ownership of, and to exercise exclusive rights to, the Intellectual Property in any countries in the world. Agent will not dispute or contest, nor assist, cause, or aid others in disputing or contesting the Company's rights in and to the Intellectual Property. Agent grants to Company a non-exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to

sublicense through multiple tiers of sublicensees) to use all information and other data provided by Agent to Company in connection with this Agreement, and Agent's activities and services under this

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

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.

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

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

**23.1 Sponsoring Agent.** 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. Any Sponsoring Agent shall be named on the Sponsoring Agent Addendum. If no Sponsoring Agent Addendum is attached, Agent has elected not to name a Sponsoring Agent. If Agent has already named a Sponsoring Agent and/or Co-Sponsoring Agent, as applicable, in any agreement with Company or its affiliates, the Sponsoring Agent and/or Co-Sponsoring named under the prior agreement will also be the Sponsoring Agent/Co-Sponsoring Agent under this Agreement.

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

**23.3 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**

**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      [RESERVED]**

## **ARTICLE 27   MISCELLANEOUS**

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

**27.2 Revisions/Modifications to this Agreement and Addenda.** The Company may amend, modify and/or amend and restate this Agreement and all addenda hereto from time to time. The Company will provide Agent ten (10) days prior notice of all material changes. Agent agrees to review all material changes within ten (10) days of receipt of notice. Any objections to such changes must be sent to the Company at [supportcad@therealbrokerage.com](mailto:supportcad@therealbrokerage.com) within ten (10) days of Agent's receipt of the Company's notice of material changes. Agent agrees that all changes will be deemed accepted if the Company does not receive an objection to such changes within ten (10) days 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 Workvivo. If Agent objects to modifications to the Agreement, and the Parties cannot otherwise agree, the Agreement shall be terminated pursuant to Article 3.

**27.3 Assignment.** The Company may assign any or all of its rights and duties under this Agreement at

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



any time and from time to time without the consent of Agent. The Agent may not assign any of its rights or duties under this Agreement without Company's prior written consent.

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

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

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

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

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

COMPANY

AGENT

BY: Alexandra Lumpkin

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

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

NAME: Alexandra Lumpkin

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

TITLE: Vice President

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

## NATIONAL POLICIES AND PROCEDURES MANUAL

**Article 1 INTRODUCTION**

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

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

**Article 2 CORE VALUES**

**2.1 Work Hard. Be Kind.** Kindness is a superpower and the fuel that keeps us growing. We stand together in service of our vision and each other.

**2.2 "We" are Bigger than "Me."** Together, we move further and faster toward groundbreaking change in how people buy and sell homes.

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

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

**Article 3 POLICY**

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

**Article 4 PROCEDURES**

Agent is expected to act in compliance with all applicable laws, and to act ethically and professionally in their business practices. To that end, Agent will comply with all items enumerated in this Manual. Company reserves the right to terminate the Agreement of 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. Agent must be familiar with both the national and province-specific policies and procedures documents. Should there be a conflict between the documents, the province-specific addendum will supersede the Manual. In the event that any terms contained within this Manual conflict with the terms in an Agent's Agreement, the terms of the Agreement will govern. Notice of updates to Provincial Addendum will be provided through reZEN.

Please find your provincial addendum below:

- [Alberta](#)
- [British Columbia](#)
- [Manitoba](#)
- [Ontario](#)

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

**6.3      Fiduciary Duty:** Duties and obligations owed by 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.

**6.4      Provincial Broker:** A broker responsible for the supervision and training of Agents

within the scope of the Agreement.

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

**6.6 Transaction:** Listing or buyer representation that results in a closed transaction for a property.

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

## **Article 7 CONDUCT OF AGENT**

**7.1 Agent Safety.** It is critically important that 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 a 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. 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 [RESERVED].

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

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

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

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

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

## **Article 8      LICENSING AND CONTINUING EDUCATION**

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

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

## **Article 9      REPRESENTING THE SELLER/LANDLORD**

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

**9.2 Time to Submit the Agreement and Other Documents.** 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.** 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.** 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 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 Agent, even if that solution involves the reduction or elimination of commissions to be paid to Agent.

**9.10 Business Brokering.** Agent may assist a seller in the listing of real property. However, 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.** 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. Agent is expected to obtain these signatures from Agents' clients as required by the broker documents. Forms outside the definitions of this paragraph must be approved by the Provincial Broker.

## **Article 11 DUAL REPRESENTATION**

**11.1 Representing Both Sides of a Transaction.** 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.** 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** Agent may not represent a client outside Agent's area of expertise. 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.** 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.** Agent must never give advice to a client outside the scope of Agent's expertise, including, but not limited to, tax, mortgage, legal, or appraisal advice. Agent shall always encourage their clients to consult a professional with the requisite expertise.

## **Article 13 FIDUCIARY DUTY**

Agent must place the interests of the client (seller or buyer) before all others, 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 Agent is affiliated with. Forms outside this definition must be approved in writing by the Provincial Broker. Agent shall disclose all known material facts and information regarding the property and its condition and provide such to the buyer on an approved seller's disclosure form and acknowledged by buyer(s) prior to closing. A professional home inspection must be performed, and a copy delivered to the buyer. A signed waiver should be signed if the buyer waives the inspection. A home warranty must be provided. Under no circumstance shall Agent represent the opposing party when they are either a buyer or seller in a transaction.

**14.2 All Transactions Through the Brokerage.** 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 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 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. Agent may be assessed a late fee of \$150 where documents are submitted to reZEN more than ten (10) days after execution. 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. If a transaction file terminates due to cancellation, expiration, or withdrawal, Agent shall upload relevant required documentation as determined by the Provincial Broker.

## **Article 15 TRUST FUNDS**

Rules and regulations of the province(s) where 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 Brand Guidelines and must be submitted to the Company's marketing department and Provincial Broker for approval prior to use by sending the proofs to supportCAD@therealbrokerage.com. 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 Titles.** Agent is prohibited from using any title in Agent's advertising that would create the impression that Agent is employed by the Company. Titles such as CEO, President, Vice-President, Founder, Growth Leader, or Manager in connection with the Company may not be used by an Agent without a formal, written agreement in place between Agent and Company allowing such usage.

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

(i) 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 Advertising.** Any advertisement made by an 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 Agent or team that appear to be an opportunity of employment when no position is currently available or being entertained are prohibited.

## **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. Company office and license information can be found in reZEN.

**17.1.1 Provincial Broker.** The Provincial Broker and Regional Broker contact information may be obtained from reZEN. The Provincial and Regional Brokers will generally be available during normal business hours. Provincial and Regional Brokers should be contacted directly through reZEN.

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

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

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

**17.4 Regular Business Mail.** Process for delivery of regular business mail will be discussed in the provincial-specific addendum. Agent should make every effort to ensure regular mail is delivered to Agent's home address. In the event that personal mail is delivered to the Company, Agent expressly authorizes the Company to open any such mail and to

email a scanned version thereof. The Company will then destroy the hard copy of the mail. Agent's signature on this Manual represents confirmation of authorization for the Company to open mail on their behalf. 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. Any Agent who fails to respond to communications from the Broker or Company within twenty-four (24) hours may be subject to termination of the Agent's Agreement.

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

- (i) Any demands or claims from a client, whether verbal or in writing;
- (ii) Any demands or claims from a person claiming to represent a client;
- (iii) Any notification of the commencement of a lawsuit, arbitration, or mediation process;
- (iv) An act, or alleged act, of harassment committed by Agent in a transaction;
- (v) An act, or alleged act, of discrimination committed by 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 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. Agent is encouraged to report any concerning incidents to the Provincial Broker as soon as possible. Failure to notify the

Provincial Broker and Company in a timely manner regarding any of the issues described above may result in disciplinary action, including termination of the Agreement.

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

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

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

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

**17.8.3 Workvivo.** Workvivo should be checked regularly for meeting information and other important Provincial and Company updates and information.

## **Article 18     THIRD PARTY VENDORS**

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

## **Article 19     UNAUTHORIZED REAL ESTATE ACTIVITIES**

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

**19.1.1 Walk Through Inspections.** Walk through inspections, if allowed, are part of the reasonable steps that a client should take to determine the condition of a property. 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.** Agent may not act under a power of attorney to perform business transactions on behalf of a client. 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.** 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, Agent may not be employed by a property management company. Agent may, where permissible by provincial licensing laws, manage Agent's own personal properties.

**19.1.4 Real Estate Development and Construction Activities.** Agent may not conduct activities around the construction of a real estate development. In addition, 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.** 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, 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. Agent shall not represent a client in a contract for deed.

**19.1.8 Selling Businesses.** 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.** Agent who is also licensed as a mortgage originator may not act simultaneously as both Agent and mortgage originator in the same transaction.

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

**19.1.11 Familial Recommendations.** Agent may not recommend a client to any third-party

vendor or service with which Agent has a familial relationship.

**19.1.12 Undisclosed Dual Representation.** 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.** 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 Agent to individuals who have registered their telephone numbers on the National Do Not Call List. If Agent is utilizing cold calling lead generation, Agent must remain compliant with all federal, provincial, and local laws. It is strictly prohibited for an Agent to contact leads in connection with Agent’s real estate business using numbers that are randomly or sequentially generated by technology or pre-recorded messages/artificial voices. The Company is not liable or responsible for any advertising done by Agent and Agent agrees to indemnify, defend, and hold the Company harmless from any costs and damages, legal or otherwise, arising from the Agent's failure to comply with this requirement.

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

**20.3 Data Protection Policy.** To the extent Agent shall obtain or process any Customer Data (as defined in the Company Data Processing Policy (“DPP”)), Agent shall comply with the Company Data Processing Policy (located on onerealestate.com), which policy may be updated from time to time in Company’s sole discretion without notice, and all applicable Data Protection Laws as defined therein. Agent agrees to revisit the DPP regularly to ensure ongoing compliance with the most recent version of the DPP. The DPP shall be applicable to any Personal Data (as defined therein) obtained and/or processed by Agent in connection with its activities conducted pursuant to this Agreement. Additionally, Agent acknowledges that it has been advised that Company may transfer Customer and Personal Data (as defined in the DPP) to the United States or another country for storage and Agent consents to such transfer and Agent further represents and warrants that it will obtain consent to this transfer as necessary from its clients.

## **Article 21 STOCK TRADING POLICY**

The Company has adopted a Stock Trading Policy that applies to agents, among others. The Stock Trading Policy was adopted to promote compliance with applicable securities



laws and to preserve the reputation and integrity of The Real Brokerage Inc. and its subsidiaries, including Real Broker, LLC (collectively, the "Company" for purposes of this Article 21). Pursuant to the Stock Trading Policy, no 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 at least one team leader and at least one team member. To form a team, the team leader must contact [supportCAD@therealbrokerage.com](mailto:supportCAD@therealbrokerage.com) and identify themselves as the team leader and any team members who are on the team. Any Agent that wants to form or join a team must sign a Team Addendum in the form provided by the Company. To form a team, Agent must have a minimum production of \$5 million in the past 12 months.

**22.1.1 Teams.** The terms, conditions and obligations of each team shall be set forth in a Team Addendum in the form provided by the Company.

**22.2 Cap Status.** Any changes to Agent Cap Status will occur on Agent's next Anniversary Date; unless (i) Agent has not met their Agent Cap; and (ii) Agent's contributions to its current Agent Cap is less than the Agent Cap offered if Agent joins Team. Any other Team terms, including additional cap with the Team set by a Team Leader, will be described in the Team Addendum or other Addendum.

**22.3 Responsibilities of Team Members.** Team members may receive benefits from being on a Team, and in return, Team members will provide an agreed percentage of commissions earned to the Team leaders on each closed transaction. A Team member

agreement will be signed by all Team members, which enumerates the commission split among Team members and responsibilities to the Company and Team. Prior to entering into a team member agreement, team members should discuss the benefits and financial terms of being on a team with the team leader.

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

#### **22.4 Team Commission Split.**

**22.4.1 Team Member Split.** Team members will return a minimum of twenty-five percent (25%) of commissions earned on each closed transaction to the Team leader and the Company, comprised of at least ten percent (10%) to the Team leader and fifteen percent (15%) to the Company.

#### **22.4.2 [RESERVED]**

**22.4.3 Domestic Team.** A domestic team is comprised of either a domestic couple or related family members ("Domestic Team").

### **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 Agent's tenure with the Company and has no production requirement.

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

### **Article 24     ELITE AGENT PROGRAM**

**24.1** Agents who achieve exceptional sales volume and embody the core cultural values of the Company, as determined in the Company's sole discretion, are offered the opportunity to earn elite agent status. In order to earn elite agent status ("Elite Agent

Status”), one of the following production benchmarks must be met: (i) payment of the full Agent Cap and generation of \$9,000 in the Post Capping Fee, 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.

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

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

## **Article 25 AGENT ATTRACTION AND/OR RECRUITING**

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

**25.2 Prohibited Agent Attraction Activities.** Agent shall not disparage agents from other brokerages or those affiliated with the Company. “Be Kind” is one of the core values of the Company. Disparaging another agent is not being kind and is completely

unnecessary.

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

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

- Enticing or promising agent "value" by selecting Agent 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;
- Use of third-party recruiting services on Agent's behalf; or

- Exclusive offers.

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

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

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

## **Article 26     UNDISCLOSED TOPICS**

Decisions regarding how to address topics not expressly address in this Manual will be at

sole discretion of the Company. If in doubt about a policy or topic not discussed in this Manual, contact the Provincial or Regional Broker.

## **Article 27    [RESERVED]**

### **Policies and Procedures Acknowledgment and Acceptance**

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

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

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

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

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.

## **Article 1      DEFINITIONS**

1.1 "Revenue Share Agent Cap" means the dollar amount of the Company's split of commissions required to be paid to the Company on a Producing Agent's closed transactions. The Revenue Share Agent Cap is \$12,000.

## **Article 2      FEES**

2.1 Agent shall be subject to the following fees:

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

**2.1.2 Brokerage Fee.** Company will charge Agent a \$1,200 brokerage fee ("Brokerage Fee") each Anniversary Year, payable to Company in three (3) equal installments of \$400 out of the Agent's first three (3) transactions under the Agreement following the Anniversary Date where the Commission is at least \$500.

**2.1.3. Compliance and Broker Review Fee ("CBR Fee").** Company will assess Agent a processing fee per transaction, including Personal Transactions. This fee is for broker review, E&O insurance, and processing of transactions. The CBR Fee will be \$40 beginning on April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for all other Agents.

**2.1.4 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 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.

**2.1.5 Relocation Referral Fee.** Company will assess Agent a \$350 fee per real estate transaction that is referred by a relocation home sale company.

**2.2 Minimum Transaction Fee.** Unless Agent has reached the Agent Cap, and excluding Personal Transactions, the minimum amount that the Company will receive as the Company's portion of the Commission split is \$97.50. If a Commission on a transaction results in the Company receiving less than \$97.50 as its portion of the Commission split, then Agent will promptly pay the difference so that the Company receives \$97.50 as its Commission split. This provision shall apply to purchase and sale transactions only. The minimum fee on Lease transactions is addressed specifically below in Article 3.4. The Minimum Transaction Fee shall increase to \$500 for all transactions beginning on April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for existing Agents.

**2.3 Unpaid Fees.** If Company is unable to collect any fees due to it from any Commission, Company may recover the uncollected fees from Agent's subsequent Commission(s).

### **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 (including referrals) 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 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 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).

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.

**3.2 Rate of Commission Charged to Clients.** Commission fees charged may be a percentage of the purchase price or a flat fee. Agent may use Agent's discretion regarding the type and amount of Commission fees charged to clients for real estate brokerage services provided.

**3.3 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 Agent in connection with a rental and/or lease transaction must be paid through the Company unless otherwise agreed in writing by Company.

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

### **3.5 [RESERVED]**

**3.6 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. Agent is prohibited from accepting compensation from buyer representation from any source that exceeds the amount or rate agreed to in the buyer representation agreement. 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 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 Agent's corporate entity if such payment complies with the provincial licensing department rules and regulations. Agent warrants that all information entered into reZEN, including tax information, payment information, and transaction information, is accurate and that the social insurance number or tax identification number provided is for an individual or entity authorized to receive commission payments under all applicable Provincial laws. It is Agent's responsibility to ensure that all information entered into Agent's reZEN account is accurate and complies with all applicable laws, rules and regulations.

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

Agent must notify Company of any Referral that is accepted by Agent, agreed to or acknowledged by Agent, or that is applicable to any of Agent's representations or transactions. Notice must be given as soon as possible and no later than two weeks before the transaction subject to the Referral Fee closes. Notice must include entering the Referral into reZEN in connection with the appropriate transaction and uploading into reZEN the relevant referral documentation, including the referral acceptance documentation and Referral Agreement(s). If Agent does not comply with the notice requirements of this Article and the Company does not pay the Referral Fee from the gross commission paid to the Company, then Agent shall be liable for the full Referral Fee, regardless of whether Agent is still affiliated with Company or has transferred to another brokerage.

**3.8 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. Agent must provide the Company with the referring broker's contact and license information, license and the referral agreement.

**3.9 Commission Advances.** All companies advancing commissions must be approved in advance by an authorized representative of Company. Each commission advance must be approved in advance by the Company. Agent may only receive up to seventy (70%) of the net commission due as part of the advance.

**3.10 Collection of Unpaid Commissions.** Only the Company is authorized to pursue unpaid commissions. 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 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. Expenses incurred by Company to collect unpaid commissions will be deducted before any commission split.

**3.11 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.

**3.12 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.

**3.13 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.

**3.14 Commission Disclosures and Searches.** Agent 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. Agent 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, is directed to offer compensation to a buyers' Agent, the offer of compensation to 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.

#### **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 Agent, the Agent's spouse, a business entity controlled by Agent or his spouse, or a revocable trust controlled by 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 transaction fee per Personal

Transaction. In addition, the Company will assess Agent the CBR fee on each Personal Transaction beginning April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for Existing Agents. To be eligible to transact a Personal Transaction, Agent must be in Good Standing (as defined in the Agreement) with Company, and Agent's name, or Agent's spouse's name or business entity controlled by 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 Agent achieving Elite Agent status. Amounts due and owing to the Company for the Brokerage Fee will still be charged on Personal Transactions.

**4.2 Transaction Fee After Agent Cap.** When 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 per transaction or fifteen percent (15%) of the gross Commission on a transaction, whichever is lower (the "Post Cap Transaction Fee") up to \$9,000 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 Agent reaches the Agent Cap, the Company will assess a Post Cap Transaction Fee of \$129 per transaction. Beginning April 1, 2025 for New Agents and on Agent's first Anniversary Date occurring on or after May 1, 2025 for all other Agents, the Post Cap Transaction Fee will increase to \$375 (except Elite Agents, whose Post Cap Transaction Fee will increase to \$175).

**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 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 and collection expenses) 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.

The Company may, from time to time, advance to the Agent money on account of Commissions prior to the Company receiving such Commissions from the Commission Payer. In the event the Company has made an advance and does not receive the Commissions, the Agent shall repay to the Company the advance on demand and the Company has the right to take collection action or set off the advance against future amounts owed to the Agent, including for Commissions and revenue share. Agent is only considered to have earned and be entitled to payment of Commissions on transactions that have closed and funded and otherwise meet the terms for commission under this Agreement. Until then, Commissions paid are considered advanced, but not yet earned.

**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 Agent. Company is not liable for any consequences Agent may experience or be liable for in the event of delays outside of Company's control.

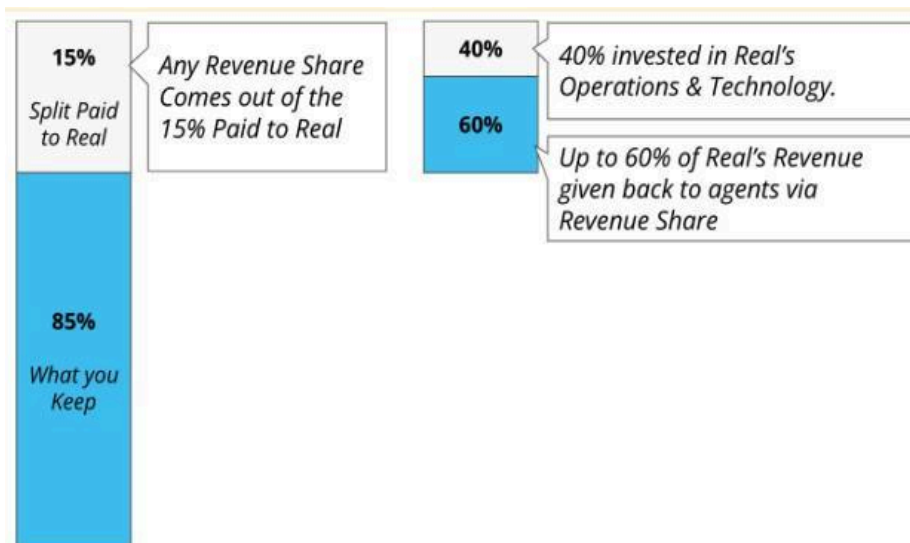
## **Article 6 REVENUE SHARE**

**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 Agent(s) as being a Sponsoring Agent as defined in the Agreement. The Sponsoring Agent receives revenue share until the producing agent reaches the Revenue Share Agent Cap in each of such Agent's Anniversary Year. This program is subject to change. Agents found to be "enticing" or "gaming" the system in any manner are subject to being removed from the revenue share program at the discretion of the Company.

	<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</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 Agent comes out of the Company's portion of the commission for a transaction. 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. The portion of revenue share that is paid to Agents each month and that is capped at 60% is referred to as the "Agent Revenue Share Pool." 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).

When the Residential Independent Contractor Agreement between the Company and Agent terminates, the revenue share of that Agent shall be split 80% to the Agent Revenue Share Pool and 20% to the Company. Prior to October 1, 2024, in the case that Agent left the Company, the Company would occupy and hold that Agent's revenue share position.



The Company's Real Wallet, advance on revenue share and commission advance related offerings, products and programs, and other financial products and programs offered to Agents, may be secured by Agent's revenue share, commission, and other items as determined by this Agreement and other agreements and the Company reserves the right to offset any losses incurred due to Agent's default against Agent's revenue streams. In addition, the Company reserves the right to offset losses arising from the offering of Real Wallet, advance on revenue share and commission advance related offerings, products and programs, and other financial products and programs offered to Agents, including debit and credit related offerings, products and programs, against the Agent Revenue Share Pool, including, but not limited to, losses from an Agent's default and fraud. The Company may attempt to offset losses resulting from a particular Agent against any incoming commissions from that Agent before offsetting losses against the Agent Revenue Share Pool, including, but not limited to, losses from Agent's default and fraud. If Agent leaves while having unpaid debt, for any reason, to the Company, the Company may offset the loss from that debt by collecting from that Agent's revenue share position until the debt is paid, which revenue share position would be part of the Agent Revenue Share Pool.

**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, Agent must be a Producing Agent. A “Producing Agent” is defined as an affiliated agent from whom the Company has received at least \$650 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.

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

The percentage of revenue share that Agent may receive pursuant to the table above will be a percentage of the amount of revenue share that 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, 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 Company Commission and Fee Schedule Addendum, and that I read it, understood it, and agree to it.

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

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

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

This Willable Revenue Share Program Addendum (this "Addendum") is part of the Residential Independent Contractor Agreement (together with all amendments, addenda, the Manual, and Terms and Conditions, the "Agreement"). In the event of conflict between this Addendum and the Agreement this Addendum shall control. This Addendum replaces and supersedes in its entirety any prior Willable Revenue Share Program Addendum. 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 or amendments attached to the Agreement, which are hereby incorporated by reference.

## Article 1 Definitions

- 1.1** The term "Designated Recipient" shall mean either, as identified by the Agent in the manner required by the Company, (i) a licensed real estate agent identified by the Agent ("Designated Agent") or (ii) the Agent's estate; provided however that if Agent's Designated Agent is not a licensed real estate agent or not otherwise entitled to receive willable Revenue Share as a results of laws, rules or regulations, as determined in the Company's sole discretion, then any payments that would have been paid to the Designated Agent will instead be paid to the Agent's estate.
- 1.2** The term "Program" is defined as the Company's Willable Revenue Share Program as detailed in this Addendum.
- 1.3** The terms of Company's Revenue Share program are defined in the Agreement and any applicable Amendments to the Agreement.

## Article 2 Program Qualifications

- 2.1** Agent shall be qualified to participate in the Program only if Agent is qualified to participate in the Company's Revenue Share program.
- 2.2** Agent may elect a Designated Recipient in the manner required by the Company to receive a percentage of Agent's total Revenue Share after Agent's death based on the number of full calendar years that Agent has been with the Company as set forth below. Agent must have been with the Company for at least one full calendar year from the Join Date for a Designated Recipient to receive a percentage of the Agent's Revenue Share pursuant to the Program.

<b>Years with the Company (determined based on Join Date)</b>	<b>Percentage of Revenue Share</b>
One Year	20%
Two Years	40%
Three Years	60%
Four Years	80%
Five or More Years	100%

For example, if an Agent has been with the Company for 2 years and 7 months prior to Agent's death, the Agent's Designated Recipient will receive 40% of the Revenue Share to which they would have been entitled. As another example, if Agent has been with the Company for 8 months prior to Agent's death, the Agent will not have met the one-year requirement, and the Designated Recipient will not be entitled to any amounts pursuant to the Program. If the Designated Recipient is an individual, then amounts to be paid to a Designated Recipient pursuant to the Program will be paid to the Designated Recipient for the earlier of the (i) Designated Recipient's life and payments will cease upon Designated Recipient's death, and (ii) the date that the Designated Recipient is no longer a licensed real estate agent. If the Designated Recipient is the Agent's estate, then amounts to be paid to the Designated Recipient pursuant to the Program will be paid until the sooner to occur of (i) 20 years from Agent's death, or (ii) until the estate is closed. The Program will not be applicable to a domestic team where there is a surviving team member, but the surviving team member can name a Designated Recipient pursuant to the terms of the Program.

### **Article 3      Program Terms**

Upon signing this Addendum, Agent may elect to designate a Designated Recipient in the manner required by the Company to receive an amount equal to what the deceased Agent's Revenue Share would have been at the time of Agent's death, subject to the percentages as detailed in Article 2.2, as updated from time to time in the Company's sole and absolute discretion. To the extent permitted by applicable law, including, but not limited to, probate laws, the Revenue Share earned by the Agent at the time of Agent's death will be paid to Agent's elected Designated Recipient through monthly Revenue Share payments. The Program may be explained in further detail during the opt-in and Designated Recipient designation process through the Company's mobile application or online website. The Company reserves the right to amend or discontinue the Program, or make changes to the Program, at any time upon ten (10) days' notice to Agent or Designated Recipient in Company's sole and exclusive discretion. The notice referred to in the prior sentence may be made to the last known e-mail address or to the home address included in reZEN for the Agent and Designated Recipient, as applicable.

### **Article 4      Program Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM, THE AGREEMENT, OR ANY PROGRAM DOCUMENTS TO THE CONTRARY, THE COMPANY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO TAX CONSEQUENCES, THE COMPLIANCE OF THE PROGRAM WITH ANY APPLICABLE LAW, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY PROGRAM DOCUMENTS, OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF COMPANY TO AGENT, OR ANY OTHER MATTER OR THING REGARDING THE PROGRAM. AGENT ACKNOWLEDGES AND AGREES THAT AGENT HAS NOT AND WILL NOT RELY ON, AND THE COMPANY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROGRAM OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROGRAM OR ANY STATEMENTS MADE BY THE COMPANY OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT THE COMPANY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR PROGRAM ADDENDUM ATTACHED HERETO). AGENT, AGENT'S ESTATE, AND AGENT'S BENEFICIARIES, UPON OPTING IN TO THE PROGRAM, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED THE COMPANY AND AGREE TO INDEMNIFY AND HOLD HARMLESS



THE COMPANY AND THE COMPANY'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR THOSE ARISING FROM DISPUTES INVOLVING OR RELATING TO THE PROGRAM BETWEEN AN ESTATE AND AN AGENT'S HEIRS OR BENEFICIARIES), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH AGENT OR ANY THIRD-PARTY MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE COMPANY OR ANY THIRD-PARTY MAY ASSERT OR ALLEGE AGAINST THE COMPANY AND/OR THE COMPANY'S MEMBERS, MANAGERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS AT ANY TIME BY REASON OF OR ARISING OUT OF THE PROGRAM, VIOLATIONS OF ANY APPLICABLE LAWS, AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROGRAM OR PAYMENT THEREUNDER. AS PART OF THE PROVISIONS OF THIS SECTION, BUT NOT AS A LIMITATION THEREON, AGENT HEREBY AGREES, REPRESENTS, AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND AGENT HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH AGENT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON AGENT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, PROVINCIAL OR STATE, AS APPLICABLE, OR LOCAL LAW, RULES, OR REGULATIONS. AGENT HEREBY EXPRESSLY WAIVES AND RELINQUISHES ANY RIGHT OR BENEFIT WHICH AGENT HAS OR SHALL HAVE UNDER ANY COMMON LAW PRINCIPLE AS IT RELATES TO ANY RELEASED MATTERS, AND AGENT ACKNOWLEDGES AND HEREBY EXPRESSLY AGREES THAT THIS AGREEMENT AND ANY ADDENDA, EXHIBITS, OR ATTACHMENTS THERETO, WHETHER OR NOT ATTACHED, SHALL EXTEND TO ALL UNKNOWN, UNSUSPECTED, AND UNANTICIPATED CLAIMS OR DAMAGES, AS WELL AS THOSE WHICH ARE NOW DISCLOSED, WITH RESPECT TO ANY RELEASED MATTERS.

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

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

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

The Real Brokerage Inc. (NASDAQ: REAX) (the "**Company**") created this Agent Stock Purchase Program (the "**Program**"), to be administered in the discretion of the Board of Directors of the Company, pursuant to which the Company may issue restricted share units ("**RSUs**") to the Company's agents who elect to participate ("**Participants**"). Each vested RSU will entitle the Participant to acquire one (1) common share of the Company (a "**Common Share**") or equivalent cash value thereto.

**1. Definitions:**

"**Agent**" means a real estate agent that is affiliated with the Company or its subsidiaries 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**" for an Agent means the first day of the calendar month following Agent's Join Date with the Company unless otherwise specified in the 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.

"**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.

**2. Participation:** Agents may elect to participate in the Program, and thereby authorize the Company to withhold a portion of the Net Commission due to the Agent as set forth in this Program, by signing and submitting the Program as set forth at the end of the Program.

**3. 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.

**4. Issuance of RSUs as Payment of Commission:**

- a. **Prior to Agent Cap:** The Company will withhold five percent (5%) of Participant's Net Commission on transactions up until the Participant has achieved the Participant's Agent Cap for the issuance of RSUs. The maximum amount that the Company will withhold pursuant to this provision is \$850 for Agents with a \$4,000 Agent Cap, \$1,700 for Agents with a \$6,000 Agent Cap and \$3,400 for Agents with a \$12,000 or more Agent Cap. Agent's contributions toward the Agent Cap resets once a year as set forth in the definition of Agent Cap.
- b. **After the Cap:** Once the Participant has achieved the Agent Cap, the Company will withhold ten percent (10%) of Participant's Net Commission on transactions. The maximum amount that the Company will withhold pursuant to this provision is \$5,000 for Agents with a \$4,000 Agent Cap, \$7,500 for Agents with a \$6,000 Agent Cap and \$15,000 for Agents with a \$12,000 or more Agent Cap. Agent's contributions toward the Agent Cap resets once a year as set forth in the definition of Agent Cap.

**5. Issuance of Bonus RSUs:** For amounts withheld pursuant to Section 4, the Company will contribute up to an additional 10% of the amount withheld under Section 4(a) and up to an additional 15% (provided its 20% on or before March 31, 2025) of the amount withheld under Section 4(b) for the purchase of additional RSUs ("Bonus RSUs"). For example, if under Section 4(a), \$3,000 was withheld from a Participant's Net Commission, the Company will contribute \$300 towards the purchase of RSUs, and the Company will then issue to the Participant \$3,300 in value of RSUs pursuant to the terms of this Program. The Bonus RSUs have a one-year vesting term. If the Participant terminates its agent relationship with the Company or a subsidiary of the Company within a year of the issuance of the Bonus RSUs, then the Bonus RSUs will be forfeited.

**6. Number of RSUs Issued:** The Participant will receive, for a month in which a transaction has taken place, such number of RSUs equal to the amount withheld by the Company in that month for the issuance of RSUs divided by the fair market value of the Company's Common Shares, as determined by the closing price of the Company's Common Shares on the NASDAQ stock exchange on the last trading day of the month in which the applicable transaction takes place. For example, if the Company withheld \$4,400 for the issuance of RSUs in March, and the close price of the Company's common stock on the last trading day of March was \$5.00, then the Agent would receive 880 RSUs. The Company will not issue fractional shares. Amounts withheld shall be in the currency of where the agent is located in the Company's records and shall be in either US dollars or Canadian dollars. If amounts withheld are in Canadian dollars, it will be converted to US dollars prior to purchasing RSUs.

**7. RSU Restrictions:** The RSUs that will be issued pursuant to the Plan will be subject to a one-year vesting from the date of issuance. Upon vesting of the RSUs, the Participant will receive (i) a Common Share, (ii) the equivalent cash value thereto or (iii) a combination of (i) and (ii). The RSUs issued pursuant to Section 4(a) are not subject to forfeiture, but the Bonus RSUs issued pursuant to Section 5 are subject to forfeiture as set forth in that section.

**8. Issue Date:** RSUs issued pursuant to the Plan shall be issued within 30 days of the last trading day of the month during which the closing on the sales of any properties from which RSUs for payment has been authorized results in an accumulated RSUs for payment of not less than \$250 (each, an "Issue Date").

**9. Custody of Shares; Currency:** 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. For Participants who cease being Agents of the Company, accounts will remain active up to 90 days after the last vesting occurs. Amounts are set for in USD\$ for U.S. Agents and \$CAN for Canadian Agents; provided that for Canadian agents the value of the award is converted to USD\$ on the last day of the month and the award is granted using \$USD. As an example, if (i) \$1.00 Canadian dollar is equal to \$0.80 U.S. dollars on the last day of March, (ii) a Canadian Agent has \$3,000 withheld from gross commission income for the purchase of RSUs, and (iii) the close price of Real's Common Shares on the last trading day of March is \$5.00, then the Canadian Agent would receive 480 RSUs ( $\$3,000 \times 0.8 = \$2,400$ ,  $\$2,400 / \$5.00 = 480$  RSUs.)

**10. Associated Costs:** Ownership of Common Shares issued pursuant to the Plan 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.

**11. Cancellation of Participation:** Any Participant may cancel his or her participation in the Plan by providing email notification of cancellation ("Cancellation Notice") not less than thirty (30) calendar days prior to the next scheduled Issue Date. In order to be effective, signed Cancellation Notices must be sent to [support@therealbrokerage.com](mailto:support@therealbrokerage.com). Once participation is cancelled by Participant, the Participant may not elect to opt-in to the Plan until the Agent's following anniversary year.

**12. Modification or Termination:** The Plan and the Program is subject to modification or termination at the sole discretion of the Company's Board of Directors. In addition, an executive officer of the Company may approve any amendment of a "housekeeping" nature, including to clarify the meaning of an existing provision of the Program, correct or supplement any provision of the Program that is inconsistent with any other provision of the Program, correct any grammatical or typographical errors or amend the definitions in the Program.

**13. 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 Plan, 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 securityholders (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.

**NO AGENT, BROKER OR ELIGIBLE INDIVIDUAL SHALL BE DEEMED A PARTICIPANT UNLESS AND UNTIL AGREEING TO PARTICIPATE IN THE PLAN BY MARKING "YES" AND SIGNING BELOW.**

Please check the appropriate choice below and sign:

☐ **YES**, I would like to participate in the Agent Stock Purchase Plan.

☐ **NO**, I do not wish to participate in the Agent Stock Purchase Plan at this time.

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

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

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

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 USD\$6,000 for U.S. Agents and CAN\$9,000 for Canadian Agents 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 at least 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 \$5.00, then the Agent would receive 3,200 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.

### 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 or more 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 Referred Agent with a \$12,000 or more Agent Cap, 35 RSUs for a Referred Agent with a \$6,000 Agent Cap and 25 RSUs for a Referred 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; Currency:** 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. Unless otherwise set forth herein, amounts herein are in USD\$ for U.S. Agents and CAD\$ for Canadian agents; provided that for Canadian agents the value of the award is converted to USD\$ on the last day of the month and the award is granted using \$USD. As an example, if (i) \$1.00 Canadian dollar is equal to \$0.80 U.S. dollars on the last day of March, (ii) a Canadian Agent is granted \$4,000 in value of RSUs, and (iii) the close price of Real's Common Shares on the last trading day of March is \$5.00, then the Canadian Agent would receive 640 RSUs ( $\$4,000 \times 0.8 = \$3,200$ ,  $\$3,200 / \$5.00 = 640$  RSUs.)

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 understand the Program and the Plan. By participating in the Program, the Participant agrees to be bound by the terms and conditions of this 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, and 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: \_\_\_\_\_

Name of Agent ("Agent"):

Date of Residential Independent Contractor Agreement between Agent and Company:

THIS SPONSORING AGENT ADDENDUM ("Addendum") is entered into between Agent and Company and forms a part of the terms and conditions set forth in the Residential Independent Contractor Agreement (together with all addenda, Terms of Use, Privacy Policy, and Policies and Procedures Manual (the "Manual"), the "Agreement") to which Agent and Company are parties. In the event of conflict between this Addendum and the Agreement, this Addendum shall control. 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.

WHEREAS, Article 23 of the Independent Contractor Agreement ("ICA") allows Agent, if Agent so elects, to identify a Sponsoring Agent; and

WHEREAS, Agent would like to identify a Sponsoring Agent;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, Agent and Company agree as follows:

Agent acknowledges and confirms that any 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 Sponsoring Agent. Agent acknowledges that when 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, the Agent's initial selection of any Sponsoring Agent 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 of two Sponsoring Agents. If Agent names two Sponsoring Agents, they will be referred to as "Co-Sponsoring Agents."**

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.

1. Agent names \_\_\_\_\_ as Sponsoring Agent. The Sponsoring Agent's e-mail address is \_\_\_\_\_.

OR:

2. Agent names \_\_\_\_\_ as Sponsoring Agent. The Sponsoring Agent's e-mail address is \_\_\_\_\_.

3. Agent names \_\_\_\_\_ as Sponsoring Agent. The Sponsoring Agent's e-mail address is \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the date last executed below ("**Effective Date**").

**REAL BROKER, LLC**

By: *Alexandra Lumpkin*

Name: Alexandra Lumpkin

Title: Vice President

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

**AGENT**

By: \_\_\_\_\_

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

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