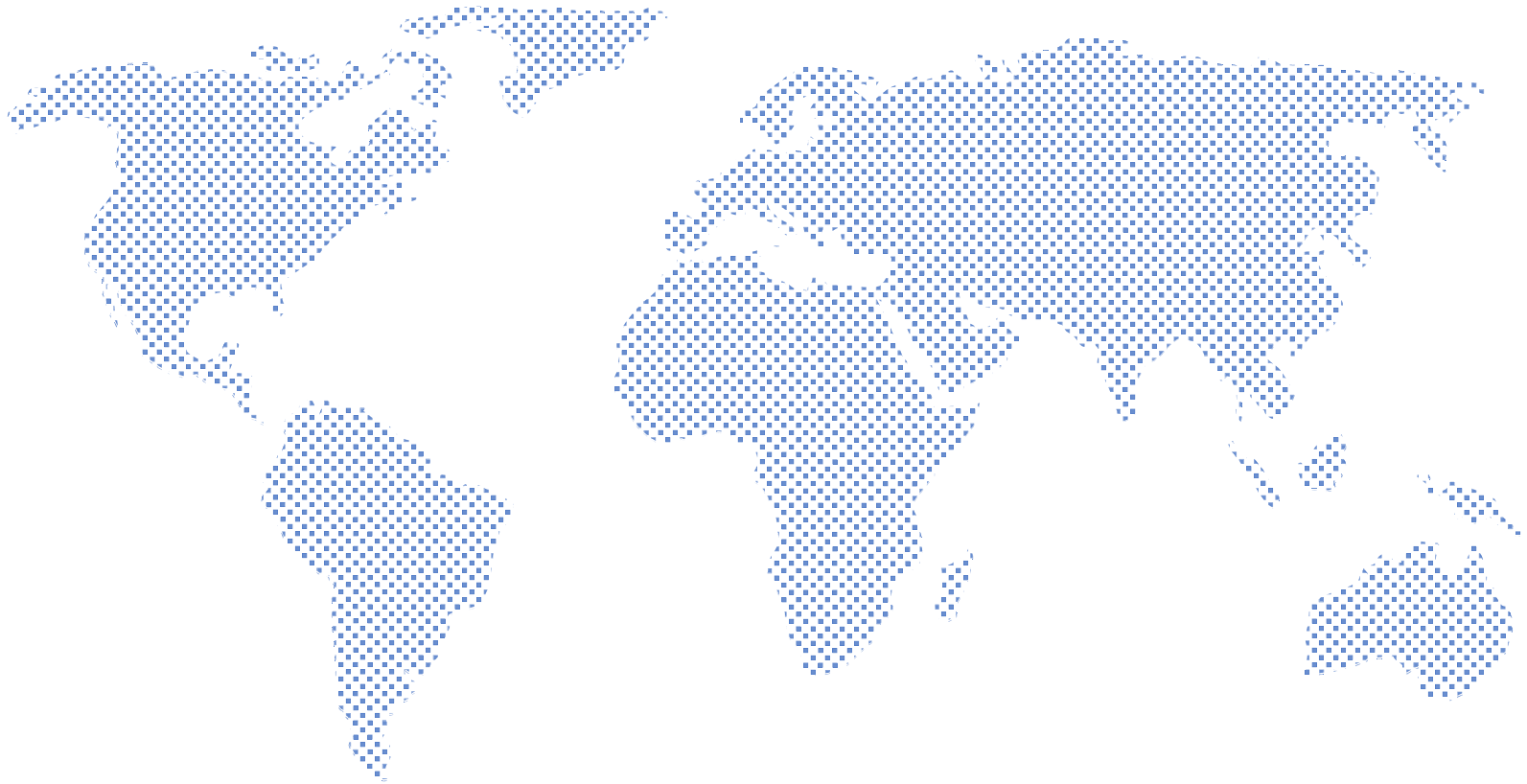


ACCESSUSA

— REALTY —



COMPANY POLICY MANUAL

Table of Contents

- A. ABOUT ACCESS USA REALTY, INC..... 6**
 - 1. GENERAL 6
 - 2. VISION STATEMENT 6
 - 3. MISSION STATEMENT 6
- B. POLICY MANUAL..... 7**
 - 1. GLOSSARY OF TERMS 7
 - 2. GENERAL PURPOSE 7
 - 3. INCORPORATED ITEMS AND AGREEMENT TO COMPLY 8
 - 4. ASSOCIATE LICENSING, LEGAL AND AFFILIATION REQUIREMENTS 8
 - 5. RESPONSIBILITIES..... 9
 - 6. EXCEPTIONS TO POLICIES AND PROCEDURES 9
 - 7. CHANGES IN MANUAL 9
 - 8. APPLICABILITY OF AND EXCLUSIONS FROM THE MANUAL..... 9
 - 9. CONFLICT BETWEEN THE POLICY MANUAL AND INDEPENDENT CONTRACTOR AGREEMENT 9
- C. INDEPENDENT CONTRACTOR RELATIONSHIP 10**
 - 1. INDEPENDENT CONTRACTOR..... 10
 - 2. TAX FILING REQUIREMENTS 10
 - 3. COMPANY AUTHORIZATION TO EXECUTE AGREEMENTS 10
 - 4. NON-DISPARAGEMENT 11
 - 5. TERMINATION OF AFFILIATION 11
- D. OFFICE AND GENERAL PROCEDURES..... 11**
 - 1. REAL ESTATE OFFICE HOURS 11
 - 3. SUBSTANCE USE..... 11
 - 4. SMOKING..... 12
 - 5. COMPANY MEETINGS 12
 - 6. OFFICE SECURITY 12
 - 7. OFFICE APPEARANCE 12
 - 8. DRESS CODE..... 12
 - 9. PARKING..... 12
 - 10. CHANGES IN CONTACT INFORMATION..... 13
 - 11. DESK 13

| | |
|---|-----------|
| 12. COMPANY SUPPLIED ITEMS | 13 |
| 13. CONFERENCE ROOMS | 13 |
| 14. TELEPHONE POLICY..... | 13 |
| 15. OFFICE EQUIPMENT | 13 |
| 16. KEYS AND ACCESS CARDS..... | 14 |
| 17. PROFESSIONAL CONDUCT..... | 14 |
| 18. WORKING AT HOME | 14 |
| 19. FEES AND COMMISSIONS..... | 14 |
| 20. MONTHLY ADVANCES/DRAWS..... | 14 |
| 21. DEDUCTIONS | 14 |
| 22. ESCROW ACCOUNT HANDLING | 15 |
| 23. SAFE WORK ENVIRONMENT | 16 |
| 24. SAFE DRIVING | 16 |
| 25. PERSONAL TRANSACTIONS | 16 |
| 26. JURY DUTY | 17 |
| 27. ANTI-TRUST GUIDELINES..... | 17 |
| 28. TRANSACTION COORDINATORS | 17 |
| 29. VACATION/TIME OFF FOR ASSOCIATES | 17 |
| 30. ASSOCIATE AND BUSINESS EXPENSES..... | 18 |
| 31. ASSOCIATE VEHICLES | 18 |
| E. OBSERVANCE OF PERSONAL SAFETY PRACTICES | 18 |
| 1. CUSTOMER APPOINTMENTS | 18 |
| 2. ASSOCIATE ID FORM | 19 |
| F. MAINTAINING FILES | 19 |
| 1. GENERAL | 19 |
| 2. BROKER REVIEW | 19 |
| 3. FILE REQUIREMENTS..... | 19 |
| 4. GET IT IN WRITING..... | 20 |
| 5. THE LISTING/MANAGEMENT/COMMISSION AGREEMENT..... | 20 |
| 6. DO NOT USE OUTDATED FORMS..... | 21 |
| G. HANDLING CUSTOMERS | 21 |
| 1. PROPRIETARY INFORMATION..... | 21 |
| 2. FAIR HOUSING | 21 |

| | |
|---|-----------|
| 3. AGENCY RELATIONSHIPS AND DUTIES..... | 21 |
| 4. COMPANY PROVIDED LEADS..... | 22 |
| 5. TAKING LISTINGS..... | 22 |
| 6. NEGOTIATING COMMISSIONS..... | 24 |
| 7. ADVANCE FEES..... | 24 |
| 8. CONDUCTING OPEN HOUSES..... | 24 |
| 9. SHOWING PROPERTIES..... | 25 |
| 10. DRAFTING AND NEGOTIATING CONTRACTS..... | 25 |
| 11. PROPERTY MANAGEMENT..... | 26 |
| 12. GIFTS..... | 26 |
| 13. OUT-OF-AREA BUSINESS..... | 26 |
| 14. REFERRAL FEES..... | 27 |
| 15. POWERS OF ATTORNEY..... | 27 |
| H. INSPECTIONS..... | 27 |
| 1. INITIAL INSPECTION..... | 27 |
| 2. FINAL WALK-THROUGH INSPECTION..... | 28 |
| I. PERSONAL ASSISTANTS..... | 29 |
| 1. UNLICENSED ASSISTANT..... | 29 |
| 2. LICENSED ASSISTANT..... | 29 |
| 3. SALESPERSON–PERSONAL ASSISTANT CONTRACT..... | 29 |
| 4. SUPERVISION..... | 30 |
| 5. INDEMNITY..... | 30 |
| 6. WORKER’S COMPENSATION..... | 30 |
| J. TEAMS AND GROUPS..... | 30 |
| 1. GUIDELINES..... | 30 |
| 2. MANAGING A TEAM OR GROUP..... | 31 |
| 3. COMPENSATION..... | 31 |
| K. ADVERTISING GUIDELINES..... | 31 |
| 1. GENERAL..... | 31 |
| 2. TEAM OR GROUP ADVERTISING..... | 32 |
| 3. LEGAL AND ETHICAL CONSIDERATIONS..... | 33 |
| 4. MARKETING PRODUCTS & SERVICES..... | 33 |
| 5. COMPANY NAME AND LOGOS..... | 33 |
| 6. REALTOR® TRADEMARK..... | 33 |

| | |
|--|-----------|
| 7. TELEPHONE: DO-NOT-CALL COMPLIANCE | 33 |
| 8. FAX AND E-MAIL ADVERTISING | 34 |
| 9. WEBSITES: PRIVACY | 35 |
| 10. REGULATION Z..... | 35 |
| 11. FAIR HOUSING IN ADVERTISING | 35 |
| L. INFORMATION SYSTEMS POLICY | 36 |
| 1. COMPANY COMPUTERS..... | 36 |
| 2. PERSONAL COMPUTERS..... | 37 |
| 3. WEBSITE | 37 |
| 4. EMAIL..... | 37 |
| 5. TECH EQUIPMENT INSURANCE..... | 38 |
| 6. FRAUD AND SCAMS | 38 |
| M. NON - DISCRIMINATION POLICY | 38 |
| 1. FAIR HOUSING LAWS | 38 |
| 2. DISCRIMINATION CHARGES | 40 |
| 3. HARASSMENT | 40 |
| N. LITIGATION & CLAIMS HANDLING | 41 |
| 1. GENERAL | 41 |
| 2. LEGAL DEFENSE | 41 |
| 3. ALLOCATION OF COSTS OF DEFENSE | 42 |
| 4. TRANSACTION DISPUTES..... | 43 |
| 5. AGENT-OWNED PROPERTY | 44 |
| O. RESOLUTION OF DISPUTES | 44 |
| 1. INTRA-OFFICE DISPUTES BETWEEN ASSOCIATES | 44 |
| 2. DISAGREEMENT BETWEEN COMPANY AND ASSOCIATE..... | 45 |
| 3. CODE OF ETHICS & LICENSE LAW VIOLATIONS | 45 |
| P. CONFIDENTIALITY OF INFORMATION..... | 45 |
| Q. TERMINATION..... | 46 |
| 1. GROUNDS FOR TERMINATION | 46 |
| 2. ASSOCIATE COMPENSATION ON TERMINATION..... | 46 |
| 3. LISTINGS | 46 |
| 4. OTHER OBLIGATIONS UPON TERMINATION | 46 |
| 5. ACCOUNTS DISPOSITION UPON TERMINATION | 47 |
| R. POLICY MANUAL ACKNOWLEDGEMENT | 48 |

A. ABOUT ACCESS USA REALTY, INC

1. GENERAL

Access USA Realty, Inc is a Real Estate brokerage that is licensed in the State of Florida.

Additionally, the Company is a member of the NAR, FAR, GFLR/RAPB, Miami, Orlando, Tampa Associations of REALTORS® and members of the MFRMLS & SBBOR MLS systems.

2. VISION STATEMENT

The Vision of Access USA Realty, Inc is to create a brand in the Florida Real Estate Market that is broadly known and is synonymous with Quality, Professionalism & Innovation.

3. MISSION STATEMENT

The mission of Access USA Realty, Inc is to provide an outstanding experience for every customer and provide leading edge technology and marketing platforms with the highest commission splits to our Company the best place for any licensed agent to build their Real Estate career and business.

B. POLICY MANUAL

1. GLOSSARY OF TERMS

- a. “Associate” means Florida-licensed Real Estate Agent or licensed Real Estate Broker who has their license affiliated with, and is working under the direction of the Company Designated Broker.
- b. “Mr. Kool” means a Licensed Florida Broker, who is an officer of the Company and whose license is affiliated with the Company as a Broker, not as a Broker-Associate and who has been assigned supervisory authority, but is not necessarily an employee of the Company.
- c. “Company” means the Brokerage, Access USA Realty, Inc.
- d. “FAR” means Florida Association of REALTORS®.
- e. “CE” means Continuing Education.
- f. “ICA” means the Independent Contractor Agreement between Associate and the Company.
- g. “MLS” means Multiple Listing Service.
- h. “NAR” means National Association of REALTORS®.
- i. “DRE” means Florida Division of Real Estate.
- j. “FREC” means Florida Real Estate Commission.

2. GENERAL PURPOSE

- a. The purpose of this Policy Manual is to:
- Establish a uniform system of conduct by which we deal with each other, agents and brokers from other companies, our customers and clients and members of the public. You and the Company each agree to engage in business in an honest, professional manner in order to create positive customer relations, goodwill and profits.
 - Provide you with the Company’s policies and guidelines to help provide quality service to our clients and customers and avoid disputes with and liability to others.
 - Provide an orderly system of conflict resolution.

b. As a representative of the Company, you agree that, in the event of any possible conflict of interest, you will immediately notify the Company in writing so that the Company can take appropriate steps in rectifying the conflict for the mutual protection of all parties. For purposes of this Policy Manual, a potential conflict of interest occurs when your outside interests (for example, financial or personal interests) interfere with the Company's interests or your work-related duties. For example, a conflict of interest can occur when you are in a position to influence a decision that may result in a personal gain for you, or your family members or friends as a result of the Company's business dealings.

c. You agree to apply best effort in all Real Estate opportunities listed with the Company and the solicitation of new clients and customers for future business. Furthermore, you agree to act at all times in a lawful and ethical manner for the greatest mutual benefit of all parties.

3. INCORPORATED ITEMS AND AGREEMENT TO COMPLY

The following items are incorporated into this Policy Manual by reference, as if set forth herein verbatim, whether or not the items are attached:

- Florida and Federal Real Estate laws. You agree to observe, and strictly adhere to, all applicable local, state, and federal laws, rules and regulations, the NAR Code of Ethics and Bylaws of the Local, State and National Associations of REALTORS®, and the various Florida local and regional MLS's that the Company belongs to.
- You agree to conform to and abide by all laws, rules, and regulations that are binding on, or applicable to, Florida Real Estate licensees.
- You agree to strictly adhere to the governing rules and regulations of the Florida DRE, the Code of Ethics of the NAR, Local Association governing documents (Bylaws, MLS Rules and Regulations, etc.).
- By signing and initialing below, you acknowledge receipt of a copy of this Policy Manual and ICA.

4. ASSOCIATE LICENSING, LEGAL AND AFFILIATION REQUIREMENTS

The following provisions will be complied with at your sole expense:

a. Real Estate License and Mandatory Continuing Education

- You shall maintain your own current Real Estate license in good standing.
- You shall meet all CE requirements as established by the Florida DRE. Proof of license renewal shall be provided to Company no later than five (5) days after receiving your renewed license.
- You are responsible for all CE, licensing and license renewal fees, mandatory errors and omission insurance deductible(s), and fees relating to name changes.

- b. Membership in the Association of REALTORS®
- You agree to become a member of the Local Board of your Choice (that the Company also belongs to), FAR, and NAR and to be responsible for paying all applicable dues and fees in a timely manner.
 - You expressly understand that you may choose to join any Real Estate association in which the Company holds membership.
 - You agree to abide by the rules and regulations of the organizations to which Company must adhere as a member thereof.

5. RESPONSIBILITIES

You are responsible for working in accordance with the policies and procedures in this Policy Manual. Your failure to comply with the policies and procedures in this Policy Manual may result in the termination of your affiliation with the Company.

6. EXCEPTIONS TO POLICIES AND PROCEDURES

When exceptions to this Policy Manual appear to be needed, they shall be discussed in advance with Mr. Kool. Any exceptions shall be in writing and apply only to the particular situation for which the exception is granted.

7. CHANGES IN MANUAL

This Policy Manual may be changed from time to time by the Company at its discretion. Changes may be made at any time and will be distributed either via email to your email address on file, or posted onto the Company's website or Associate Portal. Proposals for policy or procedural changes are always welcome and will be reviewed and seriously considered by the Company when submitted.

8. APPLICABILITY OF AND EXCLUSIONS FROM THE MANUAL

This Policy Manual only applies to Associates, and does not apply to Company employees.

9. CONFLICT BETWEEN THE POLICY MANUAL AND INDEPENDENT CONTRACTOR AGREEMENT

In the event of a conflict between this Policy Manual and your Associate Independent Contractor Agreement, the terms of the ICA shall prevail.

C. INDEPENDENT CONTRACTOR RELATIONSHIP

1. INDEPENDENT CONTRACTOR

You have signed an *Independent Contractor Agreement* (“ICA”) with the Company and therefore, your relationship with the Company is an affiliation as an independent contractor. You do not have an employee-employer relationship with this Company. The Company, however, has the responsibility under Florida Real Estate law to supervise the conduct of Associates operating under the Company broker license. You are considered to be an independent contractor for all purposes, including, without limitation, tax and unemployment insurance purposes. You are not subject to the minimum wage laws. You will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for making any insurance contributions, including unemployment or disability. You shall be responsible for, and shall indemnify the Company against, all such contributions, including penalties and interest. Any persons employed by you in connection with the performance of your services shall be your employees and you shall be fully responsible for them.

2. TAX FILING REQUIREMENTS

The Company is not responsible or liable for withholding or paying any payroll, Social Security, or other federal, state or local taxes, income, or unemployment taxes for any brokerage sales and related income. Each Associate is responsible for maintaining all business and financial records necessary for purposes of reporting income as required by state and federal agencies and for reporting income as required by law. The Company’s obligation is limited to providing a 1099 Miscellaneous Income form to you and to government agencies as required. You shall be responsible for, and shall indemnify the Company against, all such taxes including penalties and interest.

3. COMPANY AUTHORIZATION TO EXECUTE AGREEMENTS

a. The obligation, commitment, or binding of a promise of representation by the Company is not valid unless the associate receives authorization from the Company in writing and provided that the associate is authorized to execute listing agreements, buyer/seller agency agreements, and other approved forms on behalf of the Company and that the commission involved in the transaction is not less than that specified by the current policy of the Company and the ICA.

b. Authority to terminate a listing agreement, buyer/seller representation agreement, or other legal or agency agreement, or make amendments to the agreement that alter the term and/or change the amount of compensation established in the agreement is prohibited unless such request is first presented to the Company or Mr. Kool of the Company who is authorized to execute such terminations and amendments and grants authorization in writing.

4. NON-DISPARAGEMENT

You agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Company, its employees, directors or officers. You acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, internet and social media of any kind, competitors, vendors, employees (past and present), and customers. You also agree to remove all such content from social media or other sites that have been posted or displayed prior to your affiliation with the Company. This provision shall survive termination of your ICA.

5. TERMINATION OF AFFILIATION

Your independent contractor affiliation with the Company under the ICA may be terminated at any time and without cause by you or the Company.

D. OFFICE AND GENERAL PROCEDURES

1. REAL ESTATE OFFICE HOURS

Office is available 24/7 for associate use. Associate support is available 7 days a week.

2. CONTACTING THE COMPANY

Mr. Kool will generally be available during reasonable hours to discuss Real Estate matters.

If you are involved in an emergency and/or incident resulting in serious injury to people or property, immediately dial 911.

3. SUBSTANCE USE

Drugs, with the exception of prescription drugs prescribed to you, are prohibited in the Company's office or while rendering services outside the office, and their use may be grounds for suspension or termination.

Under no circumstances is an associate to perform his/her services for a customer or client who is substance impaired. In the event that an Associate suspects that a customer or client is under the influence of drugs, or is otherwise impaired, you should cease transacting business and resume only when the customer or client is no longer under the influence.

4. SMOKING

Smoking is not permitted on the Company premises, except in specifically designated areas if any.

5. COMPANY MEETINGS

The Company does not hold regularly scheduled or mandatory meetings at the office. Sales, training and other Company held or sponsored meetings may be held in an office location or online and associates will be notified in advance of all general attendance meetings and events.

6. OFFICE SECURITY

By accepting a key or other means of accessing the Company's office, you are also accepting responsibility for safeguarding the office. Immediately inform the Company of any lost key. There will be a charge for replacement of lost or stolen keys. The Company is not responsible for any theft or loss of personal items left in the office. The last person leaving the office must make sure that all accesses into the building are firmly secured, all lighting and business equipment and appliances are turned off, and that the security alarm is activated before leaving the building.

7. OFFICE APPEARANCE

When you are conducting work in the office, it is your responsibility to keep your work area clean, tidy, and professional in appearance. Your office appearance is a reflection on yourself as well as the Company when clients and customers are visiting. Any public areas, including conference or meeting rooms, kitchen, or restrooms, must be reorganized and cleaned after usage.

8. DRESS CODE

Proper business attire should be worn when you are working at the office during business hours. This policy is intended as a courtesy to other Associates, and Company employees who may be meeting with third parties at the office. Casual Business attire suitable for the area is recommended. For most areas of Florida, this would include shorts, but not sleeveless shirts for males or uncovered swim suits (male or female). Just use common sense and be considerate.

9. PARKING

There is no assigned parking at the office.

10. CHANGES IN CONTACT INFORMATION

All changes in name, address, telephone numbers, email address and other pertinent information of any associate must be reported immediately by you to the Company. You are responsible for any fees associated with name, address and telephone number changes charged by the DRE/DBPR or the Association of REALTORS®.

You will be responsible for paying for any costs of printing new materials to reflect these changes.

11. DESK

Associates will not be provided a specific desk space in the office unless otherwise agreed between you and Mr. Kool. You are responsible for keeping any desk that you use and the area immediately around it in a neat and professional appearance.

12. COMPANY SUPPLIED ITEMS

Supplies kept at the office are provided at no charge, but expressly for Real Estate use with the equipment located in the office. Any office supplies or equipment removed from the office without prior approval from the Company will be considered a theft of Company property.

13. CONFERENCE ROOMS

Conference rooms are available for your use. They are available on a first-come, first-served basis unless a reservation has been made in advance. Be considerate of others. When you finish using the room, leave promptly and be sure to clean up before you leave.

14. TELEPHONE POLICY

Company phone lines located in the office, including fax lines, are available for use by associates and include unlimited calling to the United States and Canada. International calls should be made using a service like Skype, WhatsApp, etc., on the associate's own account.

15. OFFICE EQUIPMENT

There is a Company printer/copier/scanner/fax machine, and other necessary office equipment for your business (non-personal) use. Please be considerate of others and limit your time when using shared equipment.

16. KEYS AND ACCESS CARDS

You will receive a door key and/or access card, if necessary. Do not allow anyone else to use these items without Mr. Kool's prior written consent. All of these items must be surrendered immediately upon termination of the ICA.

17. PROFESSIONAL CONDUCT

As a member of the NAR, you are expected to be familiar and comply with the Code of Ethics.

18. WORKING AT HOME

As an independent contractor, you may work from your home, or any other location that you chose. Under Florida law the Company is required to supervise your activity as a salesperson. Be sure that all listings, transactions, files and documents that you work on are promptly uploaded to Company's transaction management system for review and processing by the Company.

19. FEES AND COMMISSIONS

All fees and commissions must be made payable to the Company. You will be paid according to the commission split identified in your ICA. Payment to you will be made once all commissions and fees have been received and cleared, and all transaction documents have been received by the Company and approved. Associates can be paid at closing provided that the title Company is approved and agrees to do so, that the Associate attends the closing and that all transaction documents have been received and approved by the Company, except for the final settlement statement, which must be provided to the Company within 2 days after closing.

20. MONTHLY ADVANCES/DRAWS

The Company does not pay monthly advances or draws to its Associates.

21. DEDUCTIONS

All expenses of any kind incurred by you with the Company; or incurred by the Company on your behalf, including unpaid draws and advances (if any), expenses for advertising, supplies, signs, etc., and/or any such expenses that you have agreed to pay the Company but have not paid in accordance with Company policy, will be deducted from the next commission payments due you, and your signature below authorizes any such deductions.

22. ESCROW ACCOUNT HANDLING

a. As a regular part of the Real Estate business, you may receive funds on behalf and for the benefit of others. The most common payments associates receive are for:

- Earnest money deposits
- Option payments
- Rental security deposits
- Rental income owed to a property owner.

b. Improper escrow funds handling may lead to civil, criminal and FREC action against you and the Company. Remember, you are entrusted with handling someone else's money. The Company's escrow account can only be used for rental/lease transaction deposits. The same time frames apply to the handling of any escrow deposit, regardless of the type of transaction it is for.

c. The Broker may be deemed to have received escrow funds when you receive them. If the Broker is the designated escrow holder the Broker is required to deposit escrow funds not later than the third business day after receipt. An Associate who accepts an escrow deposit for a **rental transaction** must deliver the deposit to broker within 1 business day.

d. A salesperson who accepts escrow funds for a **sale transaction** must immediately deliver the funds to the title Company or attorney designated to hold the escrow deposit.

e. If the funds of an offeror are to be held uncashed, such as the initial deposit on a purchase agreement, you must still deliver those funds to the title Company or attorney designated to hold the escrow deposit.

f. If the Company will be holding any escrow funds on a rental transaction, the associate must complete and turn in a Closing Notice Form for the transaction at the time the deposit or turn in the check to the Company.

g. Associates cannot accept Cash for an escrow deposit. The escrow deposit funds must be in a personal check, Cashier's Check, Money Order or ACH transfer. Wire transfers must include the amount charged by the Company's bank for incoming wire transfers.

h. No funds will be disbursed from the Broker's escrow account until the funds have cleared the appropriate financial institution and the Company has written authorization of the principal and prior approval of the Broker, or by legal process.

23. SAFE WORK ENVIRONMENT

The Company is committed to providing a safe work environment for its employees and affiliated independent contractor salespersons. If you observe any situation or condition which could pose a health or safety risk to employees, associates, customers or the public on any of the Company's premises, promptly notify Company staff.

24. SAFE DRIVING

You are expected to keep your automobile in a properly maintained and safe operating condition at all times. You are responsible for damage or injury caused while driving. It is your obligation to drive in a safe, responsible and alert manner. This is especially true if you have clients or customers in your car. Drivers are generally prohibited from using a wireless telephone, except a hands-free telephone, and from reading, writing or sending a text message while driving. Cell phones can be a distraction; do not become distracted while driving. Also, please see Section 33 below.

25. PERSONAL TRANSACTIONS

You may buy or sell real property for your personal use subject to the following guidelines:

- a. Commissions - Commissions earned on personal transactions must be paid to the Company. Associate's commission splits are detailed in their ICA.
- b. Indemnity - Except as may be covered by the Company's Errors & Omissions policy of insurance, you agree to indemnify and hold harmless the Company from any and all claims against you and/or the Company arising out of the purchase, sale, or lease of any real property in which you have, or will acquire, an ownership or possessory interest.
- c. Disclose Interest in the Property - In selling property you own or in which you have an interest, you must disclose your ownership or interest in writing to the buyer or buyer's representative. If you act as the buyer's agent, you must also disclose the nature and extent of your direct or indirect ownership interest in the property by a person related to you by blood or marriage, by an entity in which you have any ownership interest, or by any other person with whom you have a special relationship.
- d. You must disclose to the owner or owner's agent in writing that you are a Real Estate licensee whenever you acquire an interest in or buy or present offers for yourself, any member of your immediate family, your firm, any member of your firm, or any entity in which you have an ownership interest.

26. JURY DUTY

Jury service is a civic duty. If you are called to serve on a jury, advise Company staff and arrange to have a fellow salesperson handle your business while on jury duty.

27. ANTI-TRUST GUIDELINES

Do not engage in any verbal or written conversations with agents or brokers with other companies that could be construed as an anti-trust violation, including, but not limited to, the following:

- The setting of commissions, charges or other fees to the public;
- Boycotting or not doing business with a particular person or entity;
- The setting of rates or percentages of compensation to be paid to cooperating brokers;
- Refraining from conducting business in specified territories, refraining from providing certain services, or refraining from servicing certain customers.

28. TRANSACTION COORDINATORS

The Company may from time to time offer in-house transaction coordination. Associates who choose to use a TC will have the corresponding fee deducted from their commission. The job duties of the TC should include the following:

- Reviews all agreements and documents to determine if all signatures have been obtained
- Calendars all dates
- Monitors compliance with contractual requirements
- Orders inspections
- Originates Transaction files
- Arranges for delivery of documents
- Interfaces with outside affiliates such as lenders, mortgage brokers, and inspection companies, professional reporting companies, escrow companies and title companies
- Reports deficiencies, delinquencies or problems to the licensee and Broker.

29. VACATION/TIME OFF FOR ASSOCIATES

As you are an independent contractor, the Company does not control your vacation or time off. However, if you plan to be absent from the Company for any significant period of time, you must inform the Company in writing. A substitute associate approved by Mr. Kool must be assigned to cover for you during any absence. Failure to do this may require the Company to make necessary assignments and determine the appropriate compensation, if any.

30. ASSOCIATE AND BUSINESS EXPENSES

You are prohibited from obligating the Company to pay for any expenses absent the prior written consent of Mr. Kool.

Any expenses relating to customer/clients, transactions, entertainment or Associate's personal promotion will be paid for by you, not the Company, unless otherwise agreed in writing by Mr. Kool.

All other advertising, promotional and office expenses will be paid for as stipulated in this office Policy Manual, the ICA, or other written agreement between you and the Company.

31. ASSOCIATE VEHICLES

a. Transportation will not be provided by the Company. In the course of Real Estate transactions, you must use your personal vehicle. All operating, maintenance, repair and other related expenses will be paid for solely by you.

b. The automobile should be clean and have a professional appearance in order to reflect well on you and the Company. It should be maintained in a safe operating condition at all times. You shall at all times carry liability insurance on the automobile with coverage for personal injury and property damage. Liability coverage of \$100,000 per person/\$300,000 per accident must be obtained.

c. In accordance with Florida law, you must require that all passengers wear a seat belt and any child younger than eight years old, or under four feet and nine inches in height, to be secured in a car seat or booster. In addition, all children younger than eight must be secured in the back seat.

E. OBSERVANCE OF PERSONAL SAFETY PRACTICES

1. CUSTOMER APPOINTMENTS

- Always carry your cell phone with you and make sure it is fully charged and has reception. Program 911 into speed dial and don't hesitate to call for help.
- You Should Enter your itinerary into a log: where you're going, with whom you're going, the times of your showings, and when you're expected back. Don't carry a lot of cash or wear expensive watches or jewelry when showing property.

2. ASSOCIATE ID FORM

The Company will keep on file identifying information on all Associates for emergency and other situations. This information includes your name, address, emergency contact, along with information on the car you drive, and list of primary physicians and special medications, if provided by associate.

F. MAINTAINING FILES

1. GENERAL

Your files are a record of every event relative to your dealings with your customer or client on a listing, sale or rental transaction. You must retain copies of all listings, purchase agreements, Leases and related documents, cancelled checks, and other documents executed by you or obtained by you in connection with a Real Estate transaction, whether the sale is consummated or not. You must maintain an orderly file on every listing and sale on which you work. All files are the property of the Company and are to remain on Company's transaction management system.

2. BROKER REVIEW

You must submit all signed documents to the transaction management system file within 2 business days of receipt by you. Company Staff will review the documents for completeness and accuracy. Any incomplete or incorrect items or documents must be promptly corrected and resubmitted to your transaction file.

Prior to every closing, you are required to submit all transaction documents to the Company. Any missing or incomplete items will be noted and you will be given a time period within which to correct them. Remember, your file must be complete to receive compensation. Repeated incomplete transactions or incorrect information from an associate may result in an administrative fee of up to \$75 being charged to the associate, per occurrence.

3. FILE REQUIREMENTS

a. Your file should contain an accurate, comprehensive telephone log and journal of your activities related to that file.

b. Always note the following:

- The name of any person you spoke with
- The date and time of the conversation or activity

- The subject matter of the conversation or activity and the result of the conversation or activity.
- Any significant decision or discussion not documented elsewhere in writing.

c. Also include in your file:

- A checklist and calendar of important information and deadlines
- Copies of all correspondence and significant emails to and from your customer
- Copies of all offers and counter-offers and contract addenda
- Copies of all disclosures and reports or any other writing delivered to you or your customer

d. Be sure all documents contain signatures of all parties required to sign. Whenever your customer receives a written document regarding the transaction, you must leave a copy with the customer and retain a copy of the same document for your file.

4. GET IT IN WRITING

As a general rule, all agreements must be in writing. In fact, if you don't have a written agreement with the principal, you may not receive your commission. If you discuss anything with any party or another broker/agent, always confirm your discussions and understanding with a written follow-up to that party or broker/agent. Never sign anything on behalf of your customer or client, another agent or anyone else.

5. THE LISTING/MANAGEMENT/COMMISSION AGREEMENT

a. Florida law requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. If you represent a buyer in a for-sale-by-owner ("FSBO") transaction and the buyer is to pay a commission, you must have a written agreement with the buyer to pay that commission, such as a buyer-broker agreement.

b. If seller has not signed, or will not sign a listing agreement, and if the seller is to pay the commission, you must have a written agreement with the seller, such as a single party compensation agreement.

c. Unless approved in advance by Mr. Kool, all listings will be "Exclusive Right to Sell or Exclusive Agency" listings. All listing and management agreements will be taken on the most current FAR or FAR/BAR Standard Forms or another form approved by Mr. Kool.

6. DO NOT USE OUTDATED FORMS

Always use current forms. Your on-line forms databases (such as Transaction Desk or Form Simplicity) are always up to date with the most current forms. Always check with the Company to ensure that you are not using out-of-date forms.

G. HANDLING CUSTOMERS

1. PROPRIETARY INFORMATION

Treat all customer and client information as confidential and proprietary. You have a responsibility to your customers and should never use any information learned during the course of your representation of your customers in any manner adverse to their interests.

2. FAIR HOUSING

We live and work in a diverse, multi-cultural society. The Company is committed to equal opportunity, fair housing and complying with all applicable local, state and federal fair housing laws, Article 10 of the NAR Code of Ethics and the NAR Code of Fair Housing Practices. See Section 11, Discrimination Policy.

3. AGENCY RELATIONSHIPS AND DUTIES

The Company operates as a Transaction Broker by default. Operating in any other agency capacity requires a written approval from Mr. Kool.

A transaction broker provides a limited form of representation to a buyer, a seller, or both in a Real Estate transaction but does not represent either in a fiduciary capacity or as a single agent. The duties of the Real Estate licensee in this limited form of representation include the following:

- (a) Dealing honestly and fairly;
- (b) Accounting for all funds;
- (c) Using skill, care, and diligence in the transaction;
- (d) Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
- (e) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- (f) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller

or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
(g) Any additional duties that are mutually agreed to with a party.

4. COMPANY PROVIDED LEADS

a. Participation in the Company's lead distribution program is voluntary and at the Company's discretion.

- Company provided leads are paid on different splits with the associates depending on the lead source. The Company provides an up-to-date reference on all the current splits for the various lead types and sources.
- Company leads may include different types of leads including exclusive Company leads and co-op leads.
- The Company provides the following types of leads: Voicemail Leads, Email Leads, Direct Transferred Leads, Automated Lead Distribution.

b. Leads received through the Automated Lead Distribution system must be handled in the following manner:

- You must **immediately** attempt to contact the lead, if contact attempt is made via phone, make sure to leave a voicemail including who you are and the purpose of your call.
- Use the contact method that is appropriate for the type of lead and the time of day when the lead is received. Consider any specific contact instructions included in the lead.
- Do not accept leads unless you have the ability and intent to contact them immediately upon receipt.
- If you received a lead that you are not able to immediately handle, you must return the lead to the Company for reassignment.
- Transferring a lead to another associate for compensation is strictly prohibited.
- Upon making contact with lead, you must record the action in the Company's CRM and change the status accordingly.

c. Repeated failure to follow these requirements, may result in suspension from the lead distribution system.

5. TAKING LISTINGS

a. Florida law requires that a compensation agreement be in writing and signed by the party to be charged in order to be enforceable. Unless approved in advance by Mr. Kool, all listings will be "Exclusive Right to Sell" or "Exclusive Agency" listings. Any exclusive listing agreement (including an exclusive agency or an exclusive buyer-broker agreement) must include a definite,

specified date of final and complete termination. The claiming of compensation under an exclusive agreement which does not contain a definite, specified termination date can lead to revocation or suspension of a Real Estate license.

b. You must have all owners of a property sign the listing agreement before you begin marketing the property, unless approved by Mr Kool. If someone signs on behalf of another, you must have written evidence of the authority to act, such as a power of attorney or letter of administration. If a party refuses to sign the listing agreement, notify the signing parties in writing that it is Company policy not to market the property until all parties have signed the agreement.

c. Before taking the listing, search the MLS to determine whether or not the property is currently listed with another broker. MLS policy does not allow taking a new listing with a start date that is prior to a current listing's expiration date, unless the listing was cancelled. However, you can take a listing simultaneously with another active listing if the listings are for different purposes, such as a rental listing and a sale listing. NOTE: With the approval of Mr. Kool, and subject to Article 16 of NAR's Code of Ethics, you may enter into a listing agreement now which will not become effective until after expiration of the prior agreement.

d. If the property is under contract, continue marketing the property unless the seller agrees otherwise in writing. If your listing expires you no longer have a listing so you cannot negotiate or accept any offers on that property until and unless you have a new listing agreement signed.

e. Make sure the listing has not already expired if changing the listing status from Pending back to Active.

f. Get all modifications or extensions in writing.

g. All listings are taken in the name of the Company, which reserves the right to reassign the listing upon request of the seller, or if the listing has not been handled properly, or the Company deems it in the best interest of the customer to do so. Any decision by the Company to reassign a listing is conclusive and you will have no right to a commission upon the sale unless agreed to by Mr. Kool.

h. If you represent a buyer in a for-sale-by-owner ("FSBO") and the buyer is to pay a commission, you must have a written agreement with the buyer to pay that commission, such as a buyer-broker agreement. If the FSBO seller is to pay the commission, you must have a written agreement with the seller, such as a single-party compensation agreement or a separate commission agreement.

i. Rental listings **always** require a Listing Agreement just as a Sale transaction. There is a separate form for rental Listing Agreements.

j. You must **always** prepare and sign a listing agreement for any properties you personally own, both for rentals and sales.

6. NEGOTIATING COMMISSIONS

While commissions are negotiable, the Company reserves the right to set minimum acceptable commissions on listing agreements. The Company's policy is to always offer a minimum of 3.0% to the selling broker on a Sale transaction. Mr. Kool will advise you of further Company policies regarding cooperating broker splits on sales and rental listings. You must get Mr. Kool's permission to accept a listing at a commission lower than the Company's acceptable minimum commission.

7. ADVANCE FEES

The payment by a principal to the Company prior to the performance of services is known as an Advance Fee. All Advance Fee arrangements must be pre-approved by Mr. Kool. You may not propose or accept an Advance Fee without the express written approval of Mr. Kool.

8. CONDUCTING OPEN HOUSES

Open houses are a great way to expose your listing for sale and to meet prospective buyers. Plan your open houses in advance. Be sure they are advertised in order to assure a successful open house, follow these guidelines:

- Display property flyers and information about you and the Company.
- Prepare and take a list of comparable sales and properties for sale in the immediate area of the open house.
- Suggest that the sellers not be present and that they lock away all valuables that could be targets of theft.
- Place your open house signs in strategic, but permissible, locations. If any fines are levied for the improper placement of signs, the Associate will be responsible for these fines. Some jurisdictions also require permits to place open house signs.
- Open the house, turn on the lights, and make the house look fresh and inviting, using air fresheners is recommended (with owner's permission).
- Use a sign-in sheet either physical or electronic.
- Greet visitors in a friendly manner.
- Be aware of your personal safety. Let someone know where you are and have a plan if a visitor starts to make you feel uncomfortable or threatened.
- Accompany the visitors through the property, especially in furnished properties.
- When the open house is over, close up the home, making sure that all doors and windows are locked, turn off all lights, and pick up all signs.

When possible, share the open house with another professional - either another associate, a mortgage specialist etc.

During the open house, you are responsible for any damage to the property that occurs during the open house.

9. SHOWING PROPERTIES

- Schedule the showing ahead of time. Do not show up without a confirmed appointment.
- Listing agents should give the seller an estimated time frame within which you expect to arrive. Be prompt. If you will be considerably late, call the showing contact.
- When using a lockbox, always ring the doorbell and/or knock loudly several times and allow time to respond.
- Once verified that it is safe to enter the property, let your customer walk in first.
- Turn on lights as necessary.
- Allow sufficient time for your customers to view each room and the property. Be mindful to look for any potential “Red Flags” about the property. If you notice anything that your customer may have missed, point it out to them.
- Do not leave your customers unattended at the property.
- Before you exit, leave your card inside the property in a conspicuous place, and return the property to its original state (turn off appropriate lights, reset any alarms, lock the doors and secure keys in the lockbox - if applicable).

You are responsible for any damage to the property that occurs while showing the property.

If for any reason you are unable to show the property, notify the listing agent as soon as possible.

10. DRAFTING AND NEGOTIATING CONTRACTS

a. You will be provided with FAR and FAR/BAR forms and contracts via Form Simplicity and/or Transaction Desk (depending on your Board affiliation). The FAR and FAR/BAR forms are also available on the Company’s transaction management system.

b. When preparing an offer to purchase on a purchase agreement form, or completing an addendum or counter-offer form, make sure that the:

- Any inserted written language can be clearly understood by someone who is not familiar with the discussions you may have had with your customer. Do not draft contractual language on your customer’s behalf.
- Review this document in light of all prior offer terms, addenda and/or counter-offers to make sure that there are no ambiguities or conflicts between the various terms.

- Review the document to be sure it reflects your customer's wishes prior to asking them to sign.

c. Remember, as a listing agent, you must present all offers to the seller, even if the property is under contract, unless the seller has given you written instructions to the contrary. Upon receiving the offer, review it thoroughly for completeness, accuracy and clarity. Pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond. Present the offer as soon as possible.

d. As with all contracts, you must obtain all parties' signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller or listing agent. Be sure to condition the offer on obtaining any missing signature(s).

e. If your customers or clients receive a counter-offer, be sure the terms are clear and complete. Be sure to review it against the original offer to purchase and all previous counter offers. Act expeditiously to present the counter-offer for consideration, signature and timely delivery to the other agent.

f. It is Company policy that, if you have a listing and there are multiple offers, and you have one of the buyers, you must notify all buyers of a multiple offer situation and ask for highest and best offer. You cannot give your own buyer preferential treatment and must present all offers equally and fairly.

g. Even if an Associate may be a qualified professional in the financial or legal fields, all Associates are strictly prohibited from giving any tax or legal advice or legal opinions. If questions of a legal or tax nature arise, the Associate should advise the customer to consult with his or her own tax advisors or legal consultants.

11. PROPERTY MANAGEMENT

Associates are not permitted to offer property management services. The Company does not provide property management services.

12. GIFTS

It is the Company's policy that you may give gifts to your customers at closing and other times as an appreciation of their business, subject to laws against referral arrangements and fees.

13. OUT-OF-AREA BUSINESS

If you are requested by a customer or client to handle the listing or sale of property outside of the normal geographic market served by the Company, you should refer that business to a

broker in that area or disclose in writing to the customer that the listing or sale is out-of-area and that you are not familiar with the local market conditions, local customs and traditions, and other potentially important information related to the listing or sale of their property.

14. REFERRAL FEES

The Real Estate Settlement Procedures Act (“RESPA”) generally prohibits a settlement provider (Real Estate agent, lender, Title Company, etc.) from giving or receiving cash or anything else of value for the referral of business or in expectation of the receipt of future business, pursuant to a pre-existing agreement. One exception is between Real Estate brokers (but not mortgage brokers) for the referral of customers, in which case referral fees may be paid or received. RESPA generally applies to transactions involving properties with one-to-four residential units with a federally-related mortgage loan (this includes most institutional loans). You may not, personally or on behalf of the Company, offer to give to, or to accept from, a non-Real Estate broker or agent a fee or thing of value for the referral of a customer or client to you pursuant to a pre-existing agreement to do so. If you have any questions as to whether to accept such a fee or anything of value, contact Mr. Kool.

15. POWERS OF ATTORNEY

You should never act as an attorney-in-fact under a power of attorney for your customers. If your customers will not be available to sign documents related to a transaction, they should secure someone, other than you or someone connected with the Company, to act on their behalf. You should have the title Company review any power of attorney to determine its sufficiency for its purposes for the attorney-in-fact to execute necessary documents. The only exception to this rule is a Power of Attorney (POA) to sign a Settlement Statement for your customer, with the approval of Mr. Kool.

H. INSPECTIONS

1. INITIAL INSPECTION

a. When you are working with a buyer in a transaction, whether working with the buyer only, or both the buyer and seller, you must recommend that the buyer have a property inspection done by a licensed home inspector (except on vacant land/lots). If the buyer asks you for a recommended home inspector you should recommend more than one inspector. If the buyer declines to have an inspection done by a licensed home inspector, you must complete, and have the buyer sign, a Home Inspection Disclosure (FAR Form HID-2). We recommend using the Home Inspection Disclosure (FAR Form HID-2) on all Buyer side transactions.

b. If the Buyer decides to perform the inspection themselves, or have an unlicensed person assist or perform inspections for them, and you are using the regular FAR Purchase Contract (not the FAR/BAR As-Is Contract), you must complete and have the Buyer sign an Inspection Addendum (FAR Form CRSP15a).

2. FINAL WALK-THROUGH INSPECTION

a. When you are working with a buyer in a transaction, whether working with the buyer only, or both the buyer and seller, you must highly recommend that the buyer perform a final Walk-Through Inspection of the property prior to closing. You should point out the many reasons a Walk-Through Inspection should be performed. If the Buyer insists on Not performing a final Walk-Through inspection, you must complete and have the buyer sign a Home Inspection Disclosure (FAR Form HID-2).

b. When a Walk-Through inspection is performed, you should complete and have the Buyer sign a Buyer's Walk-Through Inspection/Reinspection Form (FAR Form BWTIR-1). Any discrepancies should be noted on this form.

c. Discrepancies are any damage or condition noted that were NOT present at the initial inspection. If the discrepancies are significant to the Buyer, a settlement may need to be negotiated prior to the buyer signing the final closing documents.

d. It is highly recommended that you take photographs of any discrepancies noted in the Walk-Through inspection.

e. The Walk-Through inspection should be completed as close as possible to the scheduled closing. The best option is to conduct the Walk-Through inspection on the way to the property closing, but in any case should be done no longer than 48 hours prior to Closing. If a Walk-Through inspection is conducted more than 48 hours prior to closing, a reinspection should be done within the 48 hour time frame, and as close to the actual closing as possible.

f. If the Buyer is not available to personally conduct a Walk-Through inspection, they can designate a person to conduct the inspection on their behalf. If this designated person is a licensed Home Inspector, you should obtain a written report (can be digital) from the inspector noting their findings. If this designated person is not a licensed Home Inspector, you should complete a Form BWTIR-1 as if the Buyer themselves were conducting the inspection. Any time

g. that the Buyer will not be conducting the inspection themselves, you should get a written authorization from the Buyer that designates who will be conducting the inspection for the Buyer. This authorization can be via email.

h. If the Buyer asks you to perform the Walk-Through inspection for them, you can do so, but it must be treated as if the Buyer has elected to NOT do a Walk-Through inspection and the Buyer

must sign a Form HID-2 (Home Inspection Disclosure). When you perform the inspection, you should still fill out a form BWTIR-1 (Buyer's Walk-Through Inspection/Reinspection) and provide a copy to the Buyer prior to Closing. It is highly recommended that if you conduct a Walk-Through inspection for the Buyer that you video your inspection, or at a minimum, take photos of everything checked.

i. If the Buyer refuses to perform a Walk-Through inspection and also refuses to sign a Form HID-2, you must notify Mr Kool for further instructions.

I. PERSONAL ASSISTANTS

1. UNLICENSED ASSISTANT

An unlicensed assistant is hired by and works for the Associate, but must adhere to Company policies as stated in the Company Policy Manual and any other requirements that may be made by Mr. Kool. The Associate is solely responsible for compensating the unlicensed assistant, including withholding taxes and unemployment, etc., and abiding by all Local, State and Federal employment laws and regulations. The Company strongly recommends that these matters shall be discussed with an attorney and/or accountant before any decisions are made. The Company may require that the unlicensed assistant be terminated if they violate Company policies or otherwise fail to meet the Company's standards.

2. LICENSED ASSISTANT

A licensed assistant is any person with an active Florida Real Estate License that an Associate has contracted as an assistant. A licensed assistant must affiliate their license with the Company and will be compensated by the Company as an independent contractor on a 1099 basis, according to the compensation agreement between the contracting Associate and the licensed assistant. The licensed assistant must follow all Company policies as outlined in the Policy Manual and any instructions from Mr. Kool. The Company may terminate the unlicensed assistant if they violate Company policies or otherwise fail to meet the Company's standards.

3. SALESPERSON–PERSONAL ASSISTANT CONTRACT

You are required to have a written agreement with your personal assistant that expresses the nature of the relationship and each party's duties and responsibilities. The Company shall be given a copy of the agreement for its approval and records prior to its effective date.

4. SUPERVISION

You are responsible for supervising all activities of your personal assistant, whether or not such activity requires a Real Estate license. When requested by Mr. Kool, you shall report on the performance of the personal assistant.

5. INDEMNITY

Except as may be covered by the Company's Errors & Omissions policy of insurance, you agree to indemnify, defend and hold the Company harmless from all claims, demands, liabilities, judgments, arbitration awards and attorney fees for which the Company is subjected to by reason of any action taken or omitted by your unlicensed personal assistant.

6. WORKER'S COMPENSATION

No Workers' Compensation insurance is provided by the Company for unlicensed assistants hired by agents. Agents who hire unlicensed assistants shall be responsible for providing Workers Compensation insurance for those assistants where required. Agents should discuss this situation with a Workers' Compensation insurance representative.

J. TEAMS AND GROUPS

1. GUIDELINES

Any associate can form a team or group according to the following guidelines:

- Teams or groups can be formed for a variety of purposes.
- Team or group members must be licensed Real Estate agents.
- Any associate can belong to a team or group and once on a team or group, can leave the team or group at any time.
- Associates can belong to multiple teams or groups, and can lead multiple teams or groups and can both belong to and lead teams or group at the same time.
- Team or group leaders control the activities of their team or group and decide on responsibilities and compensation for those on the team or group, for their team or group activities.
- Team or group leaders cannot reassign or resell Company provided leads for more than the current Company split for those leads.

2. MANAGING A TEAM OR GROUP

Team or group leaders must notify the Company of any changes to the team or group, either when adding or removing a member. Team leaders must also keep an up to date list of their team's or group's members.

3. COMPENSATION

Team or group members cannot be compensated directly by team or group leaders and must be compensated by the Company according to any split agreements between team or group members and team or group leaders.

Team members closing on a company provided lead will be paid at the applicable company lead split. Team members closing on any other transaction will be paid according to their Team Split/Compensation Agreement. Team Leaders will be paid the difference between the Company's Simple Compensation Plan and the Team Split. All Team Compensation Agreements with Team Members must be in writing and a copy provided to the company.

K. ADVERTISING GUIDELINES

1. GENERAL

a. As used here, advertising includes, but is not limited to, the following:

- All display advertising
- All classified advertising with any publication including newspapers and magazines
- All mass mailing and faxes
- Emails
- Texting Campaigns
- Internet postings
- Social media postings
- Television programs or ads
- Flyers
- Postcards
- All newsletters
- "For Sale" signs and riders
- Billboards
- Business cards

b. All advertising must be approved by the Company before your placement or use.

- c. You may advertise property actually listed for sale or for rent by the Company without additional approval. In order to advertise another broker's listing, you must have their permission in writing.
- d. Anytime you advertise property you must identify yourself as a licensed Real Estate agent and/or REALTOR®.
- e. All advertising words and content are and shall remain the property of the Company whether created by you, the Company, or both.

2. TEAM OR GROUP ADVERTISING

- a. "Team or group advertising" shall mean a name or logo used by one or more Real Estate licensees who represent themselves to the public as a team or group. The team or group must perform licensed activities under the supervision of the same broker or brokerage.
- b. Each team or group shall appoint and notify the Company a designated licensee to be responsible for ensuring that the advertising is in compliance with chapter 475, Florida Statutes, and division 61J2, Florida Administrative Code.
- b. Team or group names. Real Estate team or group names may include the word "team" or "group" as part of the name. Real Estate team or group names shall not include the following words:
- Agency
 - Associates
 - Brokerage
 - Brokers
 - Company
 - Corporation
 - Corp.
 - Inc.
 - LLC
 - LP, LLP or Partnership
 - Properties
 - Property
 - Real Estate
 - Realty
 - Or any similar words suggesting the team or group is a separate Real Estate brokerage or Company
- c. Advertisements containing the team or group name shall not appear in larger print than the name or logo of the Company. All advertising must be in a manner in which reasonable persons would know they are dealing with a team or group.

3. LEGAL AND ETHICAL CONSIDERATIONS

- a. Advertising is one of the most important tools for success in Real Estate. However, it must be used carefully. As an Associate and licensee, you have both a legal and ethical obligation to be truthful when advertising properties or services.
- b. All advertising must comply with all state and federal advertising requirements as well as the NAR Code of Ethics and FREC guidelines. Any advertisement that the Company deems to be false or misleading may immediately be withdrawn by the Company without notice to you.
- c. Legally, you may be held liable for fraud, intentional misrepresentation, or negligent misrepresentation if you make material false statements or material omissions in an advertisement. Additionally, you may face disciplinary action by FREC/DRE.
- d. Finally, licensees who place listings in the MLS are responsible for the truth of all representations in such listings, of which the licensee had knowledge, or reasonably should have had knowledge.

4. MARKETING PRODUCTS & SERVICES

- a. Associates are responsible for their own marketing materials. The Company may provide associates with templates and examples as well as suggestions.
- b. The Company provides generic yard signs through Real Post, the associates are responsible for installation fees. Associates may attach their personal sign riders to the Company signs for the duration of the installation.

5. COMPANY NAME AND LOGOS

Your use of the Company's name and logo must conform to the Company's graphic standards regarding the style, color and uses of the name and logo. These standards are available through the Company's marketing department. Digital logo files may be obtained through the Company's marketing department. No other uses of the Company name or logo are permitted without prior consent of Mr. Kool.

6. REALTOR® TRADEMARK

The use of the name REALTOR® must be used in compliance with the NAR guidelines governing the use of that name and mark. Those guidelines are available on-line at: www.realtor.org

7. TELEPHONE: DO-NOT-CALL COMPLIANCE

a. You are required to comply with the do-not-call laws which generally prohibit “telephone solicitations” to residential and cell phone numbers registered on the National Do-Not- Call Registry. A “telephone solicitation” is defined as the initiation of any telephone call or message, unless exempt, “for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services, which is transmitted to any person.”

b. The Company may maintain a “do-not-call” list from, among other things, the federal Do Not Call Registry. You may not call anyone at their home or cell phone number if listed on that Registry unless an exemption applies. Exemptions include written permission, an established business relationship or a personal relationship.

i. Written Permission means the person being called has given prior express permission to call as evidenced by a signed, written agreement to be contacted at a specific number.

ii. An Established Business Relationship means a prior or existing relationship formed by a voluntary two-way communication between a person or entity and a residential subscriber on the basis of either:

- The consumer’s business transaction with the Company in the past 18 months; or
- The consumer’s inquiry or application regarding the Company’s services within the past three months.

iii. A Personal Relationship means any family member, friend, or acquaintance of the person making the call. In addition, you must inform the Company if you speak on the telephone with any party who expresses a desire not to be called again. The person must be placed on the Company’s own “Do Not Call” list. You must also refrain from soliciting anyone on the Company’s “Do Not Call” list, unless an exemption applies.

d. It is your responsibility to adhere to this policy and you will be solely responsible for any violation, including any fines, penalties, damages recovered, settlements or attorney’s fees and costs.

8. FAX AND E-MAIL ADVERTISING

a. There are state and federal laws prohibiting faxing or e-mailing unsolicited commercial advertisements or solicitations. Exemptions include prior permission or an established business relationship. It is the Company’s policy to adhere to these legal guidelines. Refer to FTC & FCC Guidelines accordingly.

b. It is your responsibility to adhere to this policy and you will be solely responsible for any violation, including any fines, penalties, damages recovered, settlements or attorney’s fees and costs.

9. WEBSITES: PRIVACY

a. The Company maintains websites which advertises Company listings. It is the Company's policy to respect the privacy of persons visiting our website. See the Company website Privacy Policy statement on-line for more details.

b. If you maintain your own personal website, you must conform to the Privacy Policy statement on the Company website in all your interactions with visitors to your website. Your personal website must also conform to other online privacy and other laws, to this Policy Manual, to MLS rules and to the NAR Code of Ethics.

10. REGULATION Z

a. You are required to adhere to the requirements of federal Truth-in-Lending laws (also known as "Regulation Z") for advertising certain credit transactions or financial terms. Under Regulation Z, if an advertisement states a specific finance charge, the charge must be expressed as an annual percentage rate (APR).

b. If any of the following terms are used in the advertisement:

- The amount or percentage of the down payment
- The amount of any installment payment
- The dollar amount of any finance charge
- The number of installments
- The period of repayment

Then the advertisement MUST include all of the following specific terms:

- Down payment
- Terms of repayment
- Rate of finance charge expressed as an annual percentage rate
- If the annual percentage rate may be increased after the transaction is consummated, that fact.

c. Any advertisement of commission rates, discount points, reductions or incentives must be approved by the Broker prior to your placement or use.

11. FAIR HOUSING IN ADVERTISING

a. The Company is committed to equal opportunity and fair housing in all of its advertising.

b. Federal law states that a broker may not print, publish or make any discriminatory notice, statement or advertisement which indicates a preference, limitation or discrimination in the sale or rental of a dwelling. The prohibition against discriminatory advertisements applies to all oral and written statements, including flyers, brochures, signs, banners, posters and billboards used in the sale of a dwelling.

c. Be aware that the selective use of words, phrases, symbols, visual aids and media in the advertising of Real Estate may indicate preferences held by the advertiser and lead to allegations of discriminatory housing practices. Words in a Real Estate advertisement which indicate a particular race, color, sex, handicap, familial status, national origin, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income or genetic information may violate the Federal Fair Housing Act and/or the Florida Fair Employment and Housing Act and may not be used in Company advertisements at any time.

L. INFORMATION SYSTEMS POLICY

1. COMPANY COMPUTERS

The Company provides a limited number of computers for office use. The following rules apply (any deviation from these rules must be approved by Mr. Kool):

- For Associates or Company employee use only
- First-come, first-served
- Do not leave personal files or information on these computers – they are not secure
- For Real Estate related business use only: please don't waste materials, or waste time on the computers to the detriment of others
- Don't send unsolicited junk or nuisance email
- Files and email may be read by persons for whom they were not intended
- Your use must be lawful and honest. Be considerate of others and be mindful of sensitive information.
- Log off any online services when finished
- All outside source software, disks, or data input sources must be checked for viruses and pre-approved by the Company before downloading or loading.
- Be mindful of storing any personal information in electronic form about yourself on these computers, the Company is not responsible for any loss or propagation of such information.
- Don't delete, disable or tamper with any software provided by the Company
- Don't tamper with the hardware or any network or power connections
- It's your responsibility to keep your passwords and usernames secure; never allow anyone else access to them
- Never use anyone else's account.

- Transmission or importing of any material or data in violation of any federal or state law or regulation is prohibited, including, but not limited to, copyrighted material, threatening, pornographic, or obscene material, or information constituting trade secrets.
- Any duplication of copyrighted software, except for backup purposes, is a violation of the Federal Copyright Law. Associates/s who are aware of any misuse of software on the information systems or in related documentation shall immediately notify the network administrator.
- Confidential and financial records of others must not be stored on the office computers.

2. PERSONAL COMPUTERS

Associates may bring personal computers and software to the office as appropriate to conduct their business. The Company will provide wired and secure wireless Internet access at the office. The Company is not responsible for any damage or loss of your personal computer or data on your personal computer.

3. WEBSITE

Associates/s are encouraged to have their own personal website. All regulations of the FREC, NAR, and local MLS associations, as well as any State and Federal regulations should be followed as to content and identification of the Company. The Company maintains multiple IDX based websites in order to display the MLS listings to the public and to attract leads and new customers. Associates will be provided basic Landing Pages on one or more of the Company's Websites.

4. EMAIL

a. An email address will be assigned to you immediately upon your affiliation with the Company as an independent contractor. Any associate who receives threatening, harassing or improper communications shall immediately report the situation to the Company.

b. All email accounts maintained on the Company's email system are property of the Company. Company has the right to read and keep a record of any emails that you transmit via the Company's email system.

c. The Company allows its email access primarily for business purposes. You may use the Company's email system for personal use only in accordance with this policy.

d. Upon the termination of your independent contractor affiliation with the Company, your email account will be immediately disabled and/or deleted. It is your responsibility to maintain regular backups and/or copies of any emails you intend to retain post- termination.

e. Associates may set up and maintain their own email service for Real Estate business purposes outside of the Company.

5. TECH EQUIPMENT INSURANCE

a. Though insurance for the office and its contents is maintained by the Company, each Associate should purchase coverage on their personal computer, printer and other equipment and gadgets as deemed appropriate. Check with your insurance agent for more information.

b. Each Associate is responsible for acquiring and maintaining all software and hardware needed to provide professional Real Estate services, to include but not limited to, a computer, printer & scanner, etc.

6. FRAUD AND SCAMS

Phishing scams and wire frauds targeting Real Estate transaction, Agent and customers are on the rise and becoming increasingly sophisticated. Make sure you educate yourself on how to recognize and avoid them. Follow title Company instructions designed to avoid wire fraud on escrow deposits and other monetary transfers related to Real Estate transactions.

M. NON - DISCRIMINATION POLICY

1. FAIR HOUSING LAWS

a. The major federal fair housing law is the Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), or handicap (disability, including persons with AIDS).

It is illegal to discriminate against any person because of age, race, creed, color, religion, sex, handicap, familial status or national origin:

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of Real Estate Company services
- In the appraisal of housing

- Blockbusting or inducing or attempting to induce for profit a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes, is also illegal

b. In addition to the protected classes described above, the Florida Fair Employment and Housing Act and other state laws also prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on gender identity, gender expression (a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth), sexual orientation, marital status, ancestry, source of income, genetic information, religious grooming, breastfeeding, or any arbitrary classification.

c. NAR and HUD developed a REALTOR® Fair Housing Declaration, a guideline of general fair housing principles, to which the Company firmly subscribes. Under the fair housing principles, you agree as follows:

- Provide equal professional service without regard to the race, color, religion, sex, handicap, familial status or national origin of any prospective client, customer, or of the residents of any community.
- Keep informed about fair housing law and practices, improving your clients' and customers' opportunities and your business.
- Develop advertising that indicates that everyone is welcome and no one is excluded, expanding your clients' and customers' opportunities to see, buy or lease property.
- Inform your clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.
- Document your efforts to provide professional service, which will assist you in becoming a more responsive and successful REALTOR®.
- Refuse to tolerate non-compliance.
- Learn about those who are different from you, and celebrate those differences.
- Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.
- Develop and implement fair housing practices for your firm to carry out the spirit of this declaration.

Source: NAR at <https://www.nar.realtor/fair-housing/fair-housing-program/fair-housing-declaration>

d. All Associates/s of the Company will adhere to the process as outlined in the NAR Fair Housing Handbook, which is attached to and made a part of this office Policy Manual.

2. DISCRIMINATION CHARGES

The Company will investigate any accusation of discrimination. If the investigation confirms a possible violation of discrimination laws, your actions may be reported to the FREC and/or DRE for further investigation and disciplinary action. Your affiliation with the Company may also be terminated.

3. HARASSMENT

a. Professional behavior is a requirement around your fellow Associates, Mr. Kools, Company employees, staff and customers. Harassment is strictly prohibited in this Company. Some examples of harassment include, but are not limited to, the following:

- **Sex-related harassment** - Displaying power over a man or a woman because of gender through disparaging gender related remarks and threatening behavior. Unnecessary touching, unwelcomed jokes of a sexual nature, inappropriate gestures or use of suggestive materials, intimidating or otherwise inappropriate behavior, such as asking for, or offering, sexual favors, homophobic remarks, threats to disclose sexuality, and intimate questions about sexual activity.
- **Racial harassment** - Inappropriate comments, questions, and/or jokes about racial or ethnic origin, offensive graffiti and intimidating behavior, including threatening gestures.
- **Personal harassment** - Making fun of personal circumstances or appearance.
- **Bullying** - This can be physical or psychological. Examples of psychological bullying include unmerited criticism, isolation, shunning, gossip, essential information withheld, or behavior that is intimidating or demeaning.
- **Harassment of disabled people** - Discussion of the effects of a disability on an individual's personal life, uninvited touching or staring, and inappropriate comments or questioning about the impact of someone's disability.
- **Age harassment** - Derogatory age-related remarks and unjustifiable dismissal of suggestions on the grounds of the age of the person.
- **Stalking** - This can be physical or psychological. Examples include leaving repeated or alarming messages on voice mail or email, following people, etc.

b. In the event an associate feels that he or she has been harassed, he or she must immediately report the incident to the Company. Mr. Kool shall take reasonable precautions to keep confidential the identity of the accuser, as well as the accused. The Company will commence an

investigation and prepare a written report. Under certain circumstances, such as if the accused is Mr. Kool, an outside investigator may be retained. Retaliation against complainants is strictly prohibited. Any Company employee, Associate or staff found to have engaged in harassment may be subject to disciplinary action up to and including reprimand, counseling, suspension, and termination.

N. LITIGATION & CLAIMS HANDLING

1. GENERAL

a. You are required to immediately report problems to the Company that pertain to:

- Any party having questions or complaints, whether written or verbal, involving any Real Estate transaction
- Automobile accidents involving property damage or personal injury to you or others occurring while Associate is engaging in Company business
- Physical injuries within the office or while participating in duties on behalf of the Company
- Criminal charges against you with the exception of minor traffic offenses
- Civil lawsuits or administrative actions involving Company business
- Anytime you are contacted by the DRE/FREC, the local Board, FAR, NAR, or the MLS for any matter that may pertain to an infraction, dispute or disciplinary action
- Threatened legal or administrative actions involving a Real Estate transaction
- Any party who defaults under an accepted contract
- Acts of discrimination or harassment committed by Associates or parties to transactions
- Unresolved disputes between Associates within or outside the office

b. You are also required to cooperate with the Company in the defense of a claim.

c. You must promptly pay to the Company any amounts due hereunder upon notice to you from the Company.

2. LEGAL DEFENSE

a. When a claim or demand is made, or a lawsuit or other action is filed, against either you or the Company by a third party which alleges any breach of any duty, error or omission, or negligence in the performance of "Professional Services," as that term is defined in the Company's Errors & Omissions Insurance Policy, for activities covered by the Insurance Policy, the Company shall defend the claim, and the cost of such defense shall be allocated as set forth herein.

b. The Company has the right to make all decisions concerning the defense of the claim, including choice of counsel. In the event you object to any decision made by the Company, you may obtain your own attorney at your own expense; however, you shall not be relieved from the obligation to pay your portion of the cost of the claim as set forth herein.

c. If a question arises in which you feel that legal advice must be obtained, you will inform the Company, at which time the Company shall make the decision as to whether legal consultation is necessary. If legal consultation is required, the Company will consult with the attorney. Failure to follow these procedures will exempt the Company from responsibility of any legal expenses incurred.

3. ALLOCATION OF COSTS OF DEFENSE

Except as provided below, the first \$5,000 of cost of defense of the Claim, or to defend or protect against any potential or possible Claim where the Company or you are involved as a party, including attorney's fees, and the cost of any settlement or a judgment (collectively the "Costs of Defense"), shall be allocated between the Company and you in the same percentages as per the Compensation Schedule applicable for the transaction or prospective transaction that led to the Claim, whether or not the transaction actually closed. The Costs of Defense in excess of the amount due from you shall be paid by the Company. This amount is due regardless of whether there is a finding of liability on the part of you or the Company.

a. You shall be responsible for the first \$5,000 of Costs of a claim if you fail to follow any law, regulation or Company policy as set forth in this Policy Manual, and that failure results in a judgment or other final adjudication based on that failure.

b. You shall be solely responsible, and shall reimburse the Company, for all of the Company's Costs of Defense if a judgment or other final adjudication on any Claim adverse to the Company and/or you:

- i. Establishes that dishonest, fraudulent, criminal, or malicious acts, errors or omissions were committed;
- ii. Results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties; or
- iii. Establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other unlawful classification.

c. Notwithstanding the foregoing, the Company will not pay the attorney fees nor the cost of defending, nor will it pay the cost of settlement or judgment, involving any claim:

That does not involve the business operations of the Company;

That seeks redress for actions outside the scope of your Independent Contractor Agreement;

That is based on or arising out of the formulation, promotion, syndication or operation or administration of any limited or general partnership, property syndication, Real Estate investment trust, joint venture or corporation, or any interest therein;

That is based on or arising out of bodily injury or property damage; or

That is excluded from the Errors & Omissions Insurance Policy.

d. You agree to promptly accept a tender of defense on any such claims and pay the entire Costs of Defense incurred, including any Company attorney's fees.

e. The Company shall have no obligation to bring a legal action, mediation, or arbitration on your behalf to recover a disputed commission or other allegation. The Company shall participate in the costs and fees of prosecuting such a claim only if the Company agrees to do so; and the costs shall be allocated between you and the Company in the same percentage as provided for in the Compensation Schedule for the contested transaction.

4. TRANSACTION DISPUTES

If a dispute arises while under contract, at closing or after closing, between the seller, buyer, the listing or cooperating Broker, or third-party vendors, servicers, or other entities, and/or the Company which cannot be resolved by negotiations between the parties and the agent(s) involved and the Company determines that it is in the best interest of the Company to resolve the matter during the transaction rather than risk a potential claim or litigation after closing or for any other reason; the Company has the right to negotiate a resolution of the dispute on its own behalf, and on the behalf of the Associate which may involve a reduction in the commission to be received, and/or a credit given to one of the parties. In that event, and regardless of actual Company or agent liability or responsibility in the dispute, the Associate and the Company will participate in the commission reduction or credit pro rata in the same proportion as the commission split(s) of the agent(s) involved for that transaction.

5. AGENT-OWNED PROPERTY

a. Any property in which you have, or will acquire, an ownership, financial or other legal or other interest, either wholly or partially, is “Agent-Owned Property.” The purchase, sale, or lease of Agent-Owned Property is business belonging to the Broker, unless otherwise agreed in writing by Mr. Kool. You must generally comply with the same contract, disclosure, and other requirements for Agent-Owned Property as with other transactions.

b. The Company’s E&O Insurance Policy governs insurance coverage of the sale or purchase of any Agent-Owned Property. In any sale, purchase, or lease of Agent- Owned Property not covered by the E&O Insurance Policy, you shall be solely responsible for costs of defense, settlement or judgment on any claim, suit or action of any nature arising therefrom, regardless of whether you handle the matter as Company business or as your own personal transaction.

O. RESOLUTION OF DISPUTES

In order to reach a fair resolution, disagreements between Associates, Company employees, or other personnel within the Company regarding leads or sales are to be handled through the following processes. Such disputes may involve, among other things:

- The equitable right to work with a certain prospect
- The right to a share of the commission when more than one associate knowingly or unknowingly works with the same customer/client
- The percentage split of commission or fee earned when two Associates have worked with the same customer/client

1. INTRA-OFFICE DISPUTES BETWEEN ASSOCIATES

a. First, never tell or involve the client/customer in any dispute between Associate. Second, the associates must try to come to an acceptable resolution themselves.

b. All intra-office disputes must be reported promptly to the Company. In the event employees cannot meet a satisfactory agreement among themselves, the Company shall hear both sides of the argument in a meeting with the involved parties. If, in the sole judgment of the Company, a legitimate dispute exists, the Company will make a determination of action to follow. In the event the Company’s action is not satisfactory to any party, the complaint may be taken to the local Association of REALTORS® for disposition through its dispute resolution procedure.

2. DISAGREEMENT BETWEEN COMPANY AND ASSOCIATE

Disagreements or disputes between associate and the Company pertain to:

- A conflict arising out of, or in connection with, their business relationship and dealings
- The Company Policy Manual
- Transactions or Real Estate laws

The Associate/ and the Company agree to resolve their disputes in accordance with the terms and condition of their ICA with the Company.

3. CODE OF ETHICS & LICENSE LAW VIOLATIONS

In matters of alleged violation of the NAR Code of Ethics, MLS rules, and/or Real Estate law, an attorney may be employed at the discretion of the Company. The responsibility for payment of such attorney fees will be determined on a case-by-case basis by the Company.

P. CONFIDENTIALITY OF INFORMATION

a. All records of this office, as well as conversations between and among the Associates, the Company and customers, are considered confidential information. No files shall be removed from this office without the permission of the Company and no other information obtained while working for the Company shall be used to the detriment of the Company, its Associates, its employees, and its clients and customers.

b. You must safeguard the privacy and personal information of the Company's customers in compliance with federal and state laws.

c. You must be sensitive to confidential information within the office and among the Associates of the Company. The following procedures and policies are intended to protect the confidentiality of the Company's customers and clients.

- i. You should refrain from discussing confidential information of the customer/client with anyone (including another Associate) without the customer/client's consent.
- ii. Office files of listings and pending sales should be kept confidential and may not be accessed except by authorized staff and the particular agent involved in the listing or transaction.
- iii. Fax transmissions should be kept confidential.
- iv. Persons other than the addressee are not authorized to open any envelope.

Q. TERMINATION

1. GROUNDS FOR TERMINATION

- a. In accordance with your ICA, your affiliation with the Company can be terminated by either party, with or without cause, at any time upon written notice given to the other party.
- b. Termination for cause could result from any violation of Company policies, the MLS rules, the NAR Code of Ethics, any conviction of any illegal act or any violation of the Real Estate License Law or any dishonest or unethical act, or any other reason at the discretion of the Company.

2. ASSOCIATE COMPENSATION ON TERMINATION

- a. If this Agreement is terminated while you have any listings or pending transactions that require further work normally rendered by you, Mr. Kool may make arrangements with another associate or associates in the Company to perform the required work.
- b. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from your share of the compensation. Except for such offset and other expenses, which your signature below authorizes, you shall receive the compensation due as specified above.

3. LISTINGS

- a. Listings are the property of the Company, even upon your termination. Within 24 hours after notice of termination by either party, you must provide Mr. Kool with a list of all active listings taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the Company in accordance with the terms of your ICA, or other written, agreement.
- b. You specifically agree that you may not contact the sellers of properties where listings were taken by you for the purpose of directly or indirectly soliciting or inducing the customer/client to terminate their listing with the Company, unless otherwise authorized by Mr. Kool.

4. OTHER OBLIGATIONS UPON TERMINATION

Upon termination you are immediately required to do the following:

- a. Remove all personal belongings from the Company's premises;
- b. Return all Company-owned property, including but not limited to, keys to access office, listing hardware, Company-branded marketing material, publications, and supplies;

- c. Remove your affiliation with the Company on the MLS and with the local board of Realtors®;
- d. Remove your affiliation with the Broker with the DRE;
- e. Remove any reference to the Company in voicemails, email signatures, websites, social media, and other mediums that contain the Company name; and
- f. Delete any access to Company networks and services on all devices.

5. ACCOUNTS DISPOSITION UPON TERMINATION

- a. All accounts created by, or related to, the Company will be disabled and/or deleted which include, but not limited to the following:
 - i. Your Company email account;
 - ii. Your access to Company-owned websites;
 - iii. Your access to all marketing related accounts maintained by the Company's marketing department; and
 - iv. Your access to all other accounts paid for or maintained by the Company.
- b. It is your responsibility to remove any files, or other important data, from any of the above prior to termination.

R. POLICY MANUAL ACKNOWLEDGEMENT

(For Associate to sign and return)

a. I acknowledge that I have received a copy of the office Policy Manual on _____ (date). I understand that the office Policy Manual contains important information about the Company's general policies. I acknowledge that I am expected to read, understand, and adhere to the Company policies. I understand that, from time to time, the Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the Policy Manual, with or without prior notice.

Initial (___)

b. I understand that I am an independent contractor and that my affiliation with the Company is not for a specified term. I understand that the Policy Manual is not an express or implied contract of employment. Accordingly, under the independent contractor relationship, either I or the Company may terminate our association, with or without cause, at any time.

Initial (___)

d. My signature below certifies that I have received the Policy Manual and ICA and agree to abide by the rules set in these documents. By signing below, I further certify that the Policy Manual supersedes all prior agreements (except the ICA), understandings, and representations concerning my affiliation with the Company.

Associate's Signature: _____

Print Name: _____

License #: _____

Date: _____