

## GA-RHOG ICA



### Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into by and between

REALTY HUB, ("Broker") and ("Contractor")

, a  Sales Associate  Broker Associate

Contractor is duly licensed with the proper state of jurisdiction as named on their real estate license to do business as a real estate licensee, and whereas Contractor wishes to affiliate and place his or her license with the Broker, and the Broker desires to allow Contractor to affiliate with it on the terms and conditions set forth herein.

Broker is organized and established as US Realty Hub, LLC, a Florida limited liability company; or Realty Hub, LLC, a Florida limited liability company; or Realty Hub of Georgia, LLC, a Florida limited liability company.

#### The parties hereby agree as follows:

##### 1. Status as Independent Contractor

Effective as of the date of this Agreement, Broker shall retain Contractor as an "Independent Contractor" as defined under Section 3508 of the Internal Revenue Code with the title of "Real Estate Salesperson" or other such equivalent title as the state recognizes (i.e., real estate licensee, broker, qualifying broker, principal broker, associate broker, etc.) exclusively for the Broker. This Agreement does not constitute a hiring by either party, and neither party shall be liable for any obligation incurred by the other, except as provided hereunder. Contractor shall be free to devote to his or her real estate service business such portion of his or her time, energy, effort and skill, as Contractor sees fit and to establish his or her own endeavors. Contractor shall not be required to keep definite office hours, attend sales meetings, or adhere to sales quotas. Contractor shall not have mandatory duties except those specifically set out in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder) between the parties, other than the independent contractor relationship as set forth herein. Contractor understands this is an "at will" agreement. Contractor agrees to associate with Broker as an independent contractor and not as an employee; however, Contractor understands that Broker is legally accountable for the activities of the Contractor. Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this agreement. All costs and obligations incurred by the Contractor in conducting his/her independent business shall be paid solely by



Contractor, who will hold Broker harmless from any and all costs and obligations. Contractor will act independently as to the management of his/her time and efforts and will be responsible for timely payment of all of his/her own expenses. such as industry association dues, licensing renewals, office space, cellular telephones, etc., as they are incurred This agreement shall not be considered or construed to be a partnership or joint venture, and the Broker shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Broker, ostensibly or otherwise, nor bind the Broker in any manner, unless specifically authorized to do so in writing. Contractor understands and agrees that, because the Contractor is an Independent Contractor and not an employee of Broker. Broker will have no responsibility and will not withhold any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal and State income. Social Security and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid when due. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof.

Contractor further understands and acknowledges that Broker provides no Workman's Compensation coverage. Contractor is an Independent Contractor. To the maximum extent permitted and required by law, Contractor shall acquire on his or her own behalf, as a self-employed person, such workers' compensation insurance coverage as he or she deems appropriate, but no less than is required by law, and consistent with his or her status as an independent contractor and the mutual intent of the Broker and the Contractor not to create an employer/employee relationship. Contractor hereby agrees not to claim or assert, or to support any third-party assertion of, the existence of an employee/employer relationship. Any specific state exceptions and requirements shall be covered in a state-specific addendum. Contractor shall name the Broker, its affiliates and subsidiaries as additional insurers on any workers' compensation policy that Contractor obtains on his or her own behalf and shall also obtain a waiver of subrogation endorsement from the workers' compensation insurer in favor of the Broker, its affiliates and subsidiaries. Contractor shall, upon written request, provide evidence of the above insurance requirements for any policy of workers' compensation insurance he or she obtains on his or her own behalf.

**1A. Broker Supervision** - Nothing in this Agreement shall be interpreted to limit or reduce the Broker's legally required supervisory duties under applicable state and real estate laws and regulations. Contractor acknowledges that Broker retains the authority and obligation to supervise the real estate activities of its licensees as required by law, and Contractor agrees to comply with all supervisory directives issued by Broker. Such supervision shall not be construed as creating an employer-employee relationship, nor shall it diminish Contractor's independent contractor status under this Agreement.

## 2. Contractor Responsibilities

**2A. Licensure** - Contractor will be responsible for maintaining an active real estate license in good standing as required by the applicable Real Estate Commission in every state that Contractor engages in activities requiring a real estate license throughout the term hereof. All required continuing education requirements are also the responsibility of the Contractor. Contractor is and shall remain licensed and in good standing with the applicable Department of Professional and Business Regulation throughout the term hereof. Contractor shall be familiar with, comply with, and work in conformance with all applicable state and federal laws, policies, and procedures, including, but not limited to anti-discrimination laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies, lenders and other settlement service providers pursuant to the applicable state laws and the Real Estate Settlement Procedures Acts (RESPA).

Contractor acknowledges and agrees that the following are strictly prohibited (unless modified by separate addendum) without exceptions: all property management services, mobile homes without land, construction, remodeling or repair work for customers. Contractor shall not operate or manage properties for others in any case. Contractor shall not collect any monies for a third party, in regards to property management, and will not manage any property vacant or occupied, or act on behalf of any property owner, regarding compensated or non-compensated property management services. Contractor shall not conduct any work, remodeling, repair of any kind on behalf of the owner of c property. Contractor shall not ask for advance money from a customer, and shall not advance money in regards to a real estate transaction or property. Contractor



acknowledges and agrees that this is a violation to the Broker's office policy, and the Broker may terminate Contractor's relationship with the Broker, at the Broker's discretion. Should the Contractor advance monies to a customer and violate the present Agreement, the Contractor will not ask Broker to withhold monies from customer, or ask closing agent to do so.

Contractor shall indemnify, defend, and hold Broker harmless from all damages resulting from or related to Contractor failing to follow any applicable law or engaging in any prohibited activity.

**2B. Realtor Status** - If applicable, Contractor will become a member of an approved Association of Realtors®. Contractor will always conduct him/herself in full compliance with the applicable Statutes and the Rules and Regulations of the Real Estate Commission in each and every state that Contractor engages in activities requiring a real estate license and in a way which reflects the high standards of the Broker.

**2C. Expenses** - Contractor shall be responsible for all his or her own expenses including all applicable professional fees, business related expenses, marketing materials, insurance, memberships and all taxes levied by appropriate governmental entities including applicable occupational licenses. Broker will not withhold any taxes from compensation nor provide worker's compensation for Contractor.

The collection of the transaction fee and proper accounting of all fees, including but not limited to transaction fees, referral fees, etc., are the responsibility of Contractor. Contractor will be liable to Broker for any fees not properly accounted for by Contractor and, if not collected, Broker's fees, including but not limited to transaction fees, referral fees, etc. will be deducted from Contractor's commission. Contractor shall notify Broker immediately if it utilizes any referral company. Contractor shall indemnify, defend and hold Broker harmless from all referral fees that are not disclosed to Broker. Contractor may not negotiate down, discount, or waive transaction fees for any reason whatsoever without Broker's express written authorization, which must be produced by Contractor and transmitted to Broker by e-signature request and must be fully-executed by Contractor and Broker at least three calendar days prior to the closing of the transaction to be valid. Broker shall not be responsible for paying or waiving any fees that are not properly approved in writing and signed, if applicable, pursuant to this paragraph. Contractor shall notify and disclose to Broker immediately if it utilizes any referral company. Such amounts shall be disclosed by Contractor on the Realty Hub Disbursement Order. Contractor shall indemnify, defend and hold Broker harmless from all referral fees. Broker may institute legal proceedings to collect any referral fee from Contractor and the prevailing party shall be entitled to reimbursement of all costs, fees and attorney's fees in bringing such lawsuit.

This agreement acts as a credit card authorization and Contractor agrees to pay Broker by credit card or ACH debit to pay for all referral fees and other costs not properly submitted on the Realty Hub Commission Disbursement Order. This amount will be taken out immediately upon the Broker determining any amounts are due from Contractor. Contractor will provide to Broker a valid credit card number for the amount any incurred expenses. Any payment that is not received after 5 days of the due date, a \$25 late fee per day will be applied. Should any credit card payment be unable to be processed or returned, Broker may refer any outstanding amounts to a collection agency and/or pursue any ethics complaint against Contractor. Broker may also pursue legal action and recover attorney's fees to be added to any outstanding amounts.

### **Referral Fee Limitations and Broker Non-Liability**

Contractor acknowledges that any referral agreement—whether written, oral, or implied—is solely between Contractor and the referring party. Broker shall not be responsible for paying any referral fee or obligation that exceeds the commission actually earned on the transaction, nor shall Broker be liable for any referral fee that Contractor fails to disclose on the Realty Hub Disbursement Order. Contractor shall indemnify, defend, and hold Broker harmless from any claims, demands, or financial obligations arising from Contractor's referral agreements, including agreements that exceed the commission amount, agreements that violate RESPA or state law, or agreements entered into without Broker's express written consent. If Contractor's referral obligations exceed the commission due, Contractor remains personally responsible for the balance.



### **2C.1. Prohibition on Direct Compensation from Principals**

Contractor acknowledges that, under applicable real estate laws and regulations, compensation arising from real estate brokerage activity must be paid through the Broker.

Except as may be expressly permitted by applicable state law in connection with a closing and only when processed by a licensed closing attorney or title company, Contractor shall not directly or indirectly receive, collect, accept, or request any compensation, fee, commission, retainer, bonus, reimbursement, gift, or thing of value from any buyer, seller, landlord, tenant, or other principal in connection with a real estate transaction.

All compensation arising from real estate activity conducted under this Agreement must be paid to Broker and disbursed to Contractor in accordance with this Agreement.

Contractor shall not structure, redirect, or characterize payments in any manner intended to circumvent this requirement.

Contractor agrees to immediately disclose to Broker any instance in which compensation is offered or received outside of Broker.

Any violation of this Section shall constitute a material breach of this Agreement and may result in immediate termination pursuant to Section 8A, in addition to any obligation by Contractor to reimburse Broker for any improperly received funds and any resulting damages, fines, or liabilities.

**2D. Contact Information** - Contractor will keep Broker updated with any change to Contractor's contact information.

**2E. File Submission** - all executed agreements and disclosures must be uploaded to your agent Dropbox folder or My Private Folder.

#### **Listing files must include:**

1. Listing Agreement
2. Realty Hub Comprehensive Disclosure
3. Addendums (if any)
4. Completed Transaction Form

#### **Sales/Buyer files must include:**

1. Contract/Purchase Agreement
2. Realty Hub Comprehensive Disclosure
3. Addendums (if any)
4. Closing Statement/HUD/Closing Disclosure
5. Completed Transaction Form
6. Written Buyer Agreement (if working with Buyer)

#### **Referral files must include:**

1. Referral Agreement

#### **Lease Transaction files must include:**

1. Lease Agreement
2. Realty Hub Comprehensive Disclosure
3. Completed Transaction Form

**Realty Hub Comprehensive Disclosure** - The Realty Hub Comprehensive Disclosure (RHCD) is a mandatory



form to be signed by the Realty Hub client on all transactions. In the event that this document is not signed by the Realty Hub client, \$2500 of the gross commission shall be retained by Realty Hub.

**Personal Transactions** - Personal Transactions include any real estate transaction that involve:

1. Property in which the contractor owns or has any interest
2. Property purchased by the contractor
3. Property in which the contractor has any interest in or to buy or present offers from the Contractor, any members of immediate family, any firm, or any member thereof, or any entity in which the contractor has an ownership or financial interest.

**Personal Transactions must include the following:**

1. Ownership Interest Disclosure
2. Agency Representation Disclosure

The disclosures of Ownership Interest and Agency Representation will need to be in writing (letter, addendum, or added in the contract) and acknowledged by the Purchaser/Seller with their signature and date.

Should the Contractor fail to include the Ownership Interest Disclosure and Agency Representation Disclosure in any Personal Transaction, Realty Hub will retain \$2500 of the gross commission.

**Commission Withholding for Incomplete Files** - Contractor acknowledges that the Broker has legal and compliance obligations requiring complete transaction documentation. Accordingly, Broker may withhold the release or disbursement of any commissions or fees until all required documents, disclosures, forms, and compliance items have been submitted, reviewed, and approved by Broker. Broker shall not be liable for any delay in payment resulting from incomplete, inaccurate, or missing documentation.

**Refusal to Sign Commission Disbursement Forms** - Broker may refuse to sign any Commission Disbursement Form (CDF), closing instruction, or authorization to pay Contractor until the transaction file is complete and in full compliance with Broker policies and applicable state laws.

**Material Breach** - Failure to submit required documents within the timeframes reasonably established by Broker shall constitute a material breach of this Agreement. Broker may, at its sole discretion, impose administrative fines, terminate Contractor's affiliation, or take any action permitted by this Agreement.

**Agent Responsibility** - Contractor is solely responsible for ensuring that all required documentation is uploaded to the Contractor's agent folder prior to disbursement. Broker is not obligated to request, remind, or follow up with Contractor for missing documents.

**2F. Infractions** - Contractor shall be responsible for any infractions caused by his or her own actions. Contractor agrees to reimburse Broker for any fine or loss charged to the Broker by any governing entity by adjustment of paid commission, credit card, or cash payment.

**2F.1. MLS, Realtor Association, and Regulatory Fine Responsibility** - If applicable, Contractor acknowledges that MLS organizations, Realtor Associations, state licensing agencies, lockbox providers, and other regulatory bodies may impose fines, suspensions, penalties, assessments, dues obligations, or compliance requirements upon Broker arising from Contractor's actions, omissions, advertising, file deficiencies, late dues, lockbox misuse, showing violations, data misuse, or other conduct.

Accordingly, Contractor agrees to the following:

**1. Full Responsibility for Fines**

Contractor shall be solely and fully responsible for all fines, penalties, dues, sanctions, assessments, compliance charges, or costs imposed upon Broker as a result of Contractor's actions, omissions, or violations.

**2. Immediate Reimbursement**



Contractor shall reimburse Broker for any such fine or charge within three (3) business days of written notice. Broker may collect such amounts via commission withholding, credit card charge, or ACH debit, consistent with this Agreement.

### **3. Dues-Related Penalties**

If Contractor fails to pay MLS, Association, or Board dues on time and Broker becomes liable for penalties or risks office-wide suspension, Contractor shall reimburse all costs and may be temporarily removed from MLS access until resolved.

### **4. Lockbox and Showing Violations**

Misuse of electronic lockboxes, Supra access, showing restrictions, or property-entry rules shall be the full financial responsibility of Contractor, including fines, penalties, or property damage claims.

### **5. Unauthorized MLS Usage**

Contractor shall not share MLS data, credentials, or screenshots in violation of MLS rules. Any MLS fine assessed due to data misuse, advertisement misuse, or unauthorized posting shall be paid entirely by Contractor.

### **6. Broker Right to Suspend MLS Access**

Broker may suspend Contractor's MLS, Association, or system access if Contractor fails to cure any violation or reimburse any fines within the required timeframe.

### **7. Indemnification**

Contractor shall indemnify, defend, and hold Broker harmless from any claim, assessment, fine, or legal liability arising out of Contractor's violations of MLS rules, Realtor Association rules, or regulatory requirements.

### **8. Material Breach**

Repeated violations or failure to reimburse fines shall constitute a material breach of this Agreement and may result in immediate termination pursuant to Section 8A.

**2G. Wire Transfer Information** - Contractor will not send or communicate any specific Wire Transfer instructions. Instead, contractor will direct the client to contact the requesting party directly.

**2H. Dual Licensure Restriction (Real Estate and Mortgage Transactions)** - Contractor acknowledges that if they hold both a real estate license and a mortgage broker or loan originator license, they are strictly prohibited from acting in any mortgage-related capacity—including but not limited to originating loans, quoting rates or terms, processing applications, or submitting paperwork—for any transaction in which Realty Hub is involved, including any listing, sale, lease, referral, or personal transaction conducted under this Agreement. This restriction applies to all Realty Hub transactions and all clients represented through Realty Hub.

This prohibition is in place to prevent potential conflicts of interest, ensure full compliance with applicable RESPA laws and state regulations, and protect the integrity of the Broker's business. Contractor agrees not to promote, offer, or advertise mortgage services to Realty Hub clients, either directly or indirectly, while licensed under the Broker.

Any violation of this provision shall be considered a material breach of this Agreement and may result in immediate termination of Contractor's affiliation with Realty Hub, as well as additional legal or regulatory action if warranted.

**2I. Cybersecurity, Data Security, and Wire Fraud Prevention** - Contractor acknowledges that cybersecurity threats, email compromise, wire fraud schemes, and unauthorized access to confidential information pose significant risks in real estate transactions. Contractor agrees to comply with the following requirements, all of which are material terms of this Agreement:



### **1. Approved Communication Channels**

Contractor shall communicate with clients, title companies, lenders, and any transaction parties only through secure and reputable email providers and platforms approved by Broker. Contractor shall not use temporary, unencrypted, or anonymous email accounts for any real estate activity.

### **2. Prohibition on Transmitting Wiring Instructions**

Contractor is strictly prohibited from drafting, altering, forwarding, or paraphrasing any wire transfer instructions. Contractor must direct all clients to obtain wiring instructions directly from the requesting party.

### **3. Notice of Suspected Fraud**

Contractor must immediately notify Broker in writing of any suspected phishing email, cyber intrusion, compromised account, fraudulent wiring attempt, or unusual communication received by Contractor or any client.

### **4. Client Warnings**

Contractor shall provide clients with written notice that wire fraud is a known risk in real estate transactions and that Contractor and Broker will never send wiring instructions.

### **5. Device Security**

Contractor shall maintain updated antivirus software, strong passwords, and two-factor authentication on any device used for real estate work. Contractor is responsible for securing all devices that contain client information.

### **6. Prohibition on Unauthorized File Storage**

Contractor shall not store transaction documents, client identification, or financial information on unapproved third-party applications, personal cloud drives, or external servers without Broker's consent.

### **7. Liability and Indemnification**

Contractor shall indemnify, defend, and hold Broker harmless from any claims, losses, damages, or financial harm arising from Contractor's failure to follow the cybersecurity and wire fraud requirements in this Section.

Failure to comply with this Section shall constitute a material breach of this Agreement and may result in immediate termination of Contractor's affiliation with Broker.

**2J. Advertising, Marketing, and Social Media Compliance** - Contractor acknowledges that all advertising and marketing conducted in connection with real estate activity is subject to state law, Real Estate Commission rules, MLS rules, Fair Housing laws, and Broker's internal policies. Contractor agrees to comply with the following requirements, each of which constitutes a material condition of this Agreement:

**1. Broker Approval Required** - Contractor shall not publish, post, distribute, or display any advertisement—including online ads, printed materials, videos, signs, or social media posts—relating to real estate services or listings without first ensuring the materials comply with all applicable laws and Broker policies.

**2. Accurate and Truthful Advertising** - Contractor shall not make false, misleading, exaggerated, or unsubstantiated claims, including claims related to performance, ranking, guarantees, or financial incentives.

**3. Use of Broker Name** - Contractor must clearly identify the Broker's licensed name ("Realty Hub") in all advertisements in accordance with state law. Contractor may not create branding or marketing materials that obscure, minimize, or omit the Broker's name.

**4. MLS Content Restrictions** - Contractor shall not post MLS photos, remarks, or content online without MLS authorization. Contractor shall not advertise another agent's or brokerage's listing without fully complying with MLS rules and obtaining required permissions.



**5. Fair Housing Compliance** - Contractor shall avoid any advertising or online content that may constitute discrimination or imply preferences or limitations based on protected classes under federal, state, or local Fair Housing laws.

**6. Prohibited Terms and Practices** - Contractor shall not advertise:

- “Pocket listings” unless permitted by MLS rules and Broker policy
- Commission rebates without Broker approval
- Guaranteed sales or guaranteed outcomes
- Unauthorized team names or d/b/a branding
- Any content copied from other agents or brokerages without permission

**7. Use of Social Media Platforms** - Contractor is responsible for all content posted on any social media accounts used for real estate purposes. Contractor shall remove any content upon Broker’s request. Failure to remove non-compliant content constitutes a breach of this Agreement.

**8. Liability for Unauthorized Advertising** - Contractor shall indemnify and hold Broker harmless from any fines, complaints, legal claims, or MLS sanctions arising from Contractor’s advertising, marketing, or social media activity.

**9. Immediate Termination for Serious Violations** - Any advertising or social media activity that exposes the Broker to regulatory, legal, or reputational harm—including Fair Housing violations—may result in immediate termination pursuant to Section 8A.

**2K. Artificial Intelligence, Document Automation, and Technology Use Restrictions** - Contractor acknowledges that the improper use of artificial intelligence (“AI”), automated document tools, large language models, or unapproved software may result in legal errors, unauthorized practice of law, cybersecurity exposure, Fair Housing violations, and client harm. Contractor agrees to comply with the following requirements:

**1. Prohibition on AI-Generated Legal Language** - Contractor shall not use AI tools (including but not limited to ChatGPT, Gemini, Claude, or similar systems) to draft, modify, interpret, or generate contract clauses, legal addendums, disclosures, brokerage agreements, or any documents that create legal obligations.

**2. Use of Broker-Approved Forms Only** - Contractor shall use only those purchase agreements, listing agreements, disclosures, and addendums provided or approved by Broker, state Realtor associations, or regulatory bodies. No handwritten or AI-generated modifications may be added without Broker approval.

**3. No Uploading of Confidential Client Information into AI Tools** - Contractor shall not input or upload client information, transaction details, financial data, identification documents, or any non-public information into AI platforms or unapproved automation tools.

**4. Restrictions on AI-Generated Marketing and Content** - Contractor may use AI to draft general marketing content only if such content complies fully with advertising laws, Fair Housing requirements, MLS rules, and Broker policy. Contractor is responsible for fact-checking all AI-generated statements.

**5. Restrictions on Automated Consumer Interaction Tools** - Contractor shall not deploy, publish, activate, or use any AI chatbot, automated response system, autoresponder, or other consumer-facing automation tool in connection with real estate activities unless the tool meets all applicable state laws, Real Estate Commission rules, MLS rules, Fair Housing requirements, and Broker policies.

Broker has no obligation to evaluate, approve, review, or test any such tools, and Contractor assumes full responsibility and liability for verifying compliance before use. Broker may direct Contractor to modify, suspend, or discontinue the use of any automation tool at Broker’s discretion, and Contractor agrees to comply immediately.

Contractor shall indemnify and hold Broker harmless from any claims, damages, or regulatory actions



arising out of Contractor's use or misuse of automated consumer interaction tools. The presence or non-presence of automation policies, reminders, or notices issued by Broker shall not be interpreted as approval or endorsement of any automation tool.

**6. Indemnification for AI Misuse** - Contractor shall indemnify, defend, and hold Broker harmless from any claims, fines, disputes, or damages arising from Contractor's use or misuse of AI tools or automated systems, including unauthorized or inaccurate document creation.

**7. Material Breach and Termination** - Any unauthorized use of AI or automated systems that violates this Section, exposes confidential information, or causes legal or transactional risk shall constitute a material breach of this Agreement and may result in immediate termination pursuant to Section 8A.

**2L. Technology Systems, Platform Access, and Credential Security** - Contractor acknowledges that Broker provides access to certain digital systems, software, platforms, automations, communication tools, and document repositories for the purpose of conducting real estate activities. These may include, without limitation: Dropbox or My Private Folder, Freshdesk, MLS systems, WordPress portals, signature platforms, and automated workflow tools. To protect the security and integrity of these systems, Contractor agrees to the following:

**1. No Sharing of Credentials** - Contractor shall not share, disclose, or permit any third party—including assistants, unlicensed individuals, family members, or other agents—to access Broker systems using Contractor's login credentials. Contractor is solely responsible for maintaining the confidentiality of all usernames and passwords.

**2. Authorized Use Only** - Contractor shall access only those systems and folders specifically assigned to Contractor. Contractor shall not attempt to access or retrieve information from any portion of Broker's systems to which Contractor is not explicitly granted access.

**3. Protection of MLS and Board Credentials** - If applicable, Contractor shall not share MLS login information, Supra access credentials, or any association-issued access tools with any other individual. Unauthorized access to MLS systems constitutes a material breach of this Agreement.

**4. Secure Device Use** - Contractor shall ensure that devices used to access Broker systems (including phones, tablets, and computers) are secured with passwords, biometrics, or other access controls. Contractor shall maintain up-to-date antivirus and security software.

**5. No Modification of Broker Systems** - Contractor shall not modify, alter, disable, or attempt to bypass any automation, workflow, form, document template, platform configuration, or system rule implemented by Broker.

**6. Third-Party Software Restrictions** - Contractor shall not connect Broker systems to any third-party software, plug-in, or integration—including automation platforms, email scrapers, data extractors, or cloud-sync tools—without Broker's prior written approval.

**7. Immediate Reporting of Credential Compromise** - Contractor must notify Broker immediately if Contractor's login credentials, MLS access, devices, or email accounts become compromised or suspected of compromise.

**8. Liability for Unauthorized Access** - Contractor shall be solely responsible for any actions taken using Contractor's credentials, including unauthorized file access, deletion, alteration, or system interference. Contractor shall indemnify and hold Broker harmless from any damages arising from such unauthorized actions.

**9. Broker Right to Suspend Access** - Broker may suspend or revoke Contractor's access to any technology system at any time if Broker determines, in its sole discretion, that Contractor's actions pose a risk to system security, compliance, or brokerage operations.

**2M.1. Protection of Brokerage Reputation** - Contractor shall not engage in any conduct, communication, or publication—whether online, in print, or in person—that may reasonably be expected to harm, disparage, misrepresent, or negatively impact the reputation, brand, goodwill, or public image of Broker.

**2M.2. No False Titles or Roles** - Contractor shall not represent or imply, directly or indirectly, that Contractor:

- is an owner,
- is a partner,
- is a manager,
- is a team leader within the brokerage,
- supervises other agents,
- runs a branch office, or
- holds any position of authority within Broker

except as expressly authorized in writing by Broker.

**2M.3. No Misleading Production Claims or Awards** - Contractor shall not publish or advertise:

- “Top Producer,”
- “#1 Agent,”
- “Million Dollar Agent,”
- sales volume rankings,
- production statistics,
- award claims,
- “Top 1%,”

or similar statements unless:

1. the claim is objectively verifiable,
2. Contractor possesses documentation to prove the accuracy of the claim, and
3. Broker has approved the use of the claim.

**2M.4. Use of Broker Name and Branding Materials** - Contractor may use Broker’s name in marketing and advertising materials only in a manner that complies with all applicable laws, MLS rules, Realtor® advertising standards (if applicable), state licensing regulations, and truth-in-advertising requirements. Contractor is solely responsible for ensuring that all advertisements, online content, AI-generated materials, signage, and promotional media using Broker’s name are accurate, compliant, and not misleading.

Broker may require the removal, correction, or modification of any marketing or advertising materials that Broker determines, in its sole discretion, to be non-compliant, misleading, inaccurate, or harmful to Broker’s brand or reputation, without the need for prior approval or published branding guidelines.

**2M.5. Social Media and Online Representation** - Contractor shall not:

- misrepresent Broker’s policies, views, opinions, or positions;
- imply Broker endorses Contractor’s statements;
- post sensitive or confidential information;
- create accounts or pages that mimic or falsely appear to be Broker’s official channels;
- engage in arguments, harassment, or unprofessional conduct on platforms where Broker is identified in Contractor’s bio.

Broker may direct Contractor to delete, edit, or retract posts that violate this Section.



**2M.6. Recruiting Restrictions** - Contractor shall not:

- use Broker's name,
- use Broker's reputation,
- use marketing assets, or
- leverage Broker's brand influence

to recruit real estate agents to a competing brokerage or team, or to solicit agents away from Broker, in accordance with Section 13 (Non-Solicitation).

**2M.7. No Unauthorized Public Statements** - Contractor shall not make public statements, interviews, or media appearances that:

- reference Broker,
- imply representation of Broker, or
- discuss Broker's internal policies or matters

without Broker's express written consent.

**2M.8. Removal Upon Demand** - Contractor agrees to immediately remove, delete, retract, or correct any advertisement, post, website, listing media, marketing content, public communication, or online material upon Broker's demand if Broker determines, in its sole discretion, that the content violates:

- any federal, state, or local law or regulation;
- any MLS rule or policy;
- any Realtor® advertising or ethical standard (if applicable);
- any truth-in-advertising requirement;
- any term or exclusion contained in Broker's errors and omissions (E&O) insurance policy;
- any provision of this Agreement;
- or if the content is otherwise inaccurate, misleading, harmful, or damaging to Broker's brand or reputation.
- Contractor's failure to remove such content immediately shall constitute a material breach of this Agreement.

**2M.9. Indemnification** - Contractor shall indemnify and hold Broker harmless from any claims, fines, investigations, or damages arising from Contractor's:

- advertising,
- marketing,
- statements,
- online content, or
- misuse of Broker's brand.

**2N.1. Duty to Protect Client Information** - Contractor shall maintain the confidentiality and security of all client information, transaction documents, identification records, financial information, MLS data, and any other sensitive materials obtained through Broker. Contractor shall comply with all federal, state, MLS, and E&O requirements regarding data handling.

**2N.2. Secure Device Requirements** - Any device used to access Broker systems—including phones, tablets, laptops, and desktop computers—must:



- be password-protected;
- use biometric or PIN security where available;
- have up-to-date operating system security updates;
- have reasonable antivirus or malware protection installed.

Contractor is solely responsible for ensuring device security.

**2N.3. Lost, Stolen, or Compromised Devices** - If any device containing client information is lost, stolen, hacked, or otherwise compromised, Contractor must notify Broker within 24 hours. Broker may suspend Contractor's access to systems until the incident is resolved.

**2N.4. Personal Cloud Storage** - Contractor may store client files and transaction documents on personal devices or personal cloud services (such as Google Drive, iCloud, Dropbox, or OneDrive), provided that such devices or accounts are secured by passwords and reasonable security measures. Contractor is solely responsible for ensuring that any storage used complies with state confidentiality rules and does not result in unauthorized access. Broker shall not be responsible for any data loss, breach, or unauthorized access occurring on Contractor's personal devices or storage accounts.

**2N.5. Email Forwarding Restrictions** - Contractor shall not auto-forward Broker emails or client communications from Broker-approved platforms to unsecured personal email accounts. Contractor must ensure that email accounts used for real estate activity are secure and meet basic industry standards for privacy.

**2N.6. Screenshots, Photos, and Document Sharing** - Contractor shall not share screenshots, photos, or copies of MLS data, client records, closing documents, or confidential communications through unsecure channels or with unauthorized individuals. This includes messaging apps that store images on personal devices outside secure storage.

**2N.7. Third-Party Access Prohibited** - Contractor shall not allow unlicensed assistants, family members, friends, or third parties to access Broker systems, client files, MLS credentials, transaction documents, emails, or devices containing confidential information.

Contractor shall indemnify Broker for any breach caused by such unauthorized access.

**2N.8. AI Tool Restrictions for Sensitive Material** - Contractor may use AI tools, writing assistants, or automation platforms for routine tasks such as summarizing documents, drafting communications, or creating marketing content. However, Contractor shall not upload or input personally identifiable information (PII)—including driver's licenses, social security numbers, bank statements, loan documents, or any sensitive financial information—into AI tools unless the platform is specifically approved by Broker for secure use. Contractor is solely responsible for ensuring that any information submitted to AI tools does not violate privacy laws, MLS rules, or E&O insurance requirements.

**2N.9. Transaction Document Storage** - Contractor must maintain complete copies of all contracts, addenda, disclosures, and transaction documents and must upload any required documents to Broker's designated system when requested. Broker does not require Contractor to use any specific storage system beyond compliance with state law, MLS rules, and document retention requirements. Contractor is solely responsible for backing up personal copies and ensuring secure retention.



**2N.10. Data Deletion Upon Request** - Upon Broker’s request, Contractor shall delete client information from personal devices, cloud storage, and messaging apps, except where retention is legally required.

**2N.11. Indemnification** - Contractor shall indemnify, defend, and hold Broker harmless from any claim, complaint, regulatory action, fine, investigation, or data breach arising from Contractor’s:

- device insecurity,
- unauthorized storage or sharing of information,
- cloud storage mismanagement,
- email misuse,
- or violation of data-handling rules.

**2N.12. Material Breach**

Violation of any part of this Section constitutes a material breach and may result in termination pursuant to Section 8A.

**3. Yearly Membership Dues**

\$100 - This amount will be charged annually on April 1st of every year. With the execution of this agreement, Contractor will pay the prorated membership dues according to the following schedule:

<b>Month Joined</b>	<b>Realty Hub Dues</b>	<b>Month Joined</b>	<b>Realty Hub Dues</b>
January	\$24.99	July	\$74.97
February	\$16.66	August	\$66.64
March	\$8.33	September	\$58.31
April	\$100	October	\$49.98
May	\$91.62	November	\$41.65
June	\$83.40	December	\$33.32

**3A. Sign-Up Fee** - Contractor acknowledges and agrees to pay a one-time \$20 Sign-Up Fee.

**3B. Refund Policy** - Annual dues and sign-up fees are non-refundable. No refunds or prorated credits will be issued in the event of early termination or non-usage of services.

**3C. Electronic Delivery of IRS Form 1099**

Contractor hereby consents to receive any required IRS Form 1099 and any other tax-related documents electronically via email in lieu of paper delivery. Contractor agrees that electronic delivery shall satisfy any requirement for furnishing such documents under applicable federal and state laws, including Internal Revenue Service regulations.

Contractor is solely responsible for maintaining a valid and current email address with Broker and for promptly notifying Broker of any changes to such email address. Contractor acknowledges that failure to update contact information may result in delayed receipt of tax documents, and Broker shall not be liable for any such delay.



Contractor may request a paper copy of any tax document by submitting a written request to Broker; however, electronic delivery shall remain the default method of delivery.

#### 4. Transaction Fee

\$100 - To be paid to Broker with each transaction. This fee includes Errors and Omission insurance. For the purposes of this Agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, the execution by all parties of a lease, or performance of any service, where a commission or fee is paid to Broker as a result of the efforts of Contractor.

**4A. Wire Transfer Fee** - All incoming bank Wire Transfers sent to Realty Hub will be subject to a \$15 fee.

#### 4B. Transaction Fees on Retainers and Termination Fees

In addition to the standard transaction fee described above, Broker shall charge a \$100 transaction fee on any retainer fee, cancellation fee, or termination fee collected in connection with real estate services performed by Contractor.

For purposes of this Agreement:

- A "Retainer Fee" shall mean any upfront fee, consultation fee, or advance payment collected from a client prior to the completion of a real estate transaction.
- A "Termination Fee" shall mean any fee collected from a client in connection with the cancellation, withdrawal, or early termination of a listing agreement or other brokerage relationship.

If a Retainer Fee is collected and the matter later results in a completed transaction for which a standard transaction fee is charged under Section 4, the Retainer Fee transaction charge shall not result in an additional transaction fee, and only one transaction fee shall apply to that transaction.

If no transaction is completed, the \$100 transaction fee shall still apply to the Retainer Fee or Termination Fee.

All such fees must be disclosed to Broker and processed through Broker in accordance with this Agreement. Contractor shall not collect or retain such fees outside of Broker.

#### 5. Commission

For any transactions generated by associate the commission shall be 100% to Contractor; or for any transactions in which Broker provides is required or requested to provide "**Material Assistance**" to close, the commission split shall be 50% to Contractor and 50% to Broker - To be paid to the Contractor less transaction fee, referral fees paid to other agents, outstanding dues, and any unpaid fines to the Broker. "**Material Assistance**" shall include any meetings and inspections where broker's physical presence is to be required for attendance. Broker shall provide written notice to Contractor when Material Assistance is being requested or required. No 50/50 commission adjustment shall apply without such notice.

Disbursement to Contractor can be made:

**At closing**, if legally permissible, (Paid at Closing) upon the following documents uploaded to contractor's



online agent folder at Dropbox or My Private Folder:

1. Transaction Form
2. Purchase Agreement
3. Applicable disclosures
4. Commission Disbursement Form
5. Realty Hub Comprehensive Disclosure
6. Written Buyer Agreement (if working with Buyer)

OR

**Within 24 hours** by bank Direct Deposit upon the following:

1. Files uploaded to agent's online Dropbox folder or My Private Folder: Transaction Form, Purchase Agreement, Closing Statement, applicable disclosures, Written Buyer Agreement (if working with Buyer), and Realty Hub Comprehensive Disclosure.
2. Broker receives commission and funds cleared by Bank five business days after initial bank deposit.

**5A. Unclaimed Commissions and Fees** - Any real estate commissions and fees received by Realty Hub and not claimed by the Contractor within fifteen (15) months from the date the funds are received shall become property of Realty Hub.

**5B. Banking Delays, Payment Holds, Fund Clearance, and Broker Non-Liability** - Contractor acknowledges that Broker's commission disbursement processes depend on third-party financial institutions, title companies, closing agents, and banking systems, all of which may impose fraud holds, deposit holds, verification protocols, or other delays outside Broker's control. Contractor agrees to the following:

**1. Funds Must Clear Before Disbursement** - Broker shall not release any commission to Contractor until all funds related to the transaction have fully cleared Broker's bank, including any fraud, compliance, or deposit holds imposed by financial institutions. Contractor has no right to demand payment prior to final clearance.

**2. No Liability for Banking Delays** - Broker shall not be liable for any delays, holds, or restrictions imposed by banks, title companies, or third-party payment processors, nor for delays caused by errors, processing times, or internal controls of such institutions.

**3. Right to Extend Hold Period** - Broker may extend any standard hold period if Broker determines, in its sole discretion, that additional time is required to ensure the safety, authenticity, or clearance of funds, or to prevent fraud or loss.

**4. Returned, Reversed, or Recalled Funds** - If any commission, wire, ACH, or check is returned, reversed, recalled, or determined to be invalid after payment to Contractor, Contractor agrees to immediately return such funds to Broker within three (3) business days of written notice. Broker may also recover such amounts via commission adjustment, credit card charge, or ACH debit, consistent with this Agreement.

**5. No Guarantee of Payment Timing** - Any estimated timeline provided by Broker or staff for commission payment is an approximation only and shall not be construed as a guarantee. Contractor shall hold Broker harmless from any financial loss, inconvenience, complaint, or claim related to payment timing.

**6. Title Company and Closing Agent Errors** - Broker is not responsible for any delays or inaccuracies caused by closing agents, title companies, attorneys, lenders, or their internal processes, nor for any delays arising from misrouted wires, incorrect closing instructions, or errors in disbursement orders.

**7. Indemnification** - Contractor agrees to indemnify, defend, and hold Broker harmless from any



losses, fees, penalties, or claims arising out of banking delays, payment reversals, title or closing agent errors, or Contractor's own failure to verify payment status before making financial commitments.

**8. Paper Check Deposit Hold Policy** - Contractor acknowledges that any commission funds received by Broker via paper check are subject to a mandatory minimum five (5) business day hold period following deposit. This hold is required due to the increased risk of returned checks, stop payments, insufficient funds, and fraud associated with paper check transactions. Broker shall not release any funds to Contractor until this hold period has elapsed and the funds have been confirmed as cleared and irrevocable by Broker's financial institution. Contractor agrees that this hold period is separate from and in addition to any other banking, fraud prevention, or compliance-related hold periods described in this Agreement. Broker shall not be liable for any delays in payment resulting from this policy.

**5C. Commission Adjustments and Required Client Releases** - Contractor may independently agree to reduce, credit, or adjust only the portion of the commission payable to Contractor. Broker's fees, including transaction fees and any other brokerage charges, shall not be reduced or waived without Broker's express written consent.

If Contractor elects to reduce or modify Contractor's commission, Contractor shall obtain from the client a fully executed Commission Adjustment Release prior to closing. Contractor shall provide Broker with a copy of such executed release within twenty-four (24) hours.

No commission adjustment shall be valid unless the required release has been fully executed. Contractor shall be solely responsible for any financial or legal consequences arising from a commission adjustment made without the required release.

**5D.1. Unearned or Reversed Funds** - If any commission or portion thereof is reversed, rescinded, refunded, returned, charged back, withheld, delayed, or deemed unearned for any reason, Contractor shall immediately reimburse Broker for all such amounts paid to Contractor.

**5D.2. Returned Checks, ACH Reversals, and Wire Recalls** - If any check, wire, ACH transfer, or other payment received by Broker is returned, reversed, recalled, rejected, frozen, flagged for fraud, or otherwise invalidated after Contractor has been paid, Contractor is fully responsible for returning those funds to Broker within three (3) business days of written notice.

Broker may also recover such amounts via commission withholding, ACH debit, or credit card charge, at Broker's discretion.

**5D.3. Closing Agent, Title Company, or Closing Attorney Error** - If a closing agent, attorney, lender, title company, or third-party payment processor incorrectly disburses funds and Broker is required to return or reverse all or part of the commission, Contractor shall be responsible for all amounts previously issued to Contractor.

**5D.4. Fraud or Misrepresentation** - If a transaction becomes subject to a fraud investigation, dispute, or lender repurchase demand (including appraisal issues, buyer qualification problems, or rescission), Contractor shall return all funds previously disbursed that are connected to the disputed or fraudulent portion of the transaction.

**5D.5. Lease Transactions Included** - This Section applies equally to lease commissions, property management referral fees, tenant placement fees, lease renewal fees, or any other compensation arising from non-sales activity.



**5D.6. Future Commission Offset** - If Contractor fails to return unearned funds promptly, Broker may withhold or deduct such amounts from any future commission payable to Contractor, in addition to other collection methods.

**5D.7. Indemnification** - Contractor agrees to indemnify, defend, and hold Broker harmless from any claims, losses, fees, interest, penalties, legal expenses, or damages arising out of:

- commission chargebacks,
- reversals,
- misdirected funds,
- unearned commissions,
- lender buybacks,
- fraud findings, or
- any payment recovery action.

**5D.8. No Limitation on Broker's Remedies** - Broker's rights under this section are cumulative and do not limit Broker's ability to pursue any other remedy permitted under this Agreement or applicable law.

## 6. Errors and Omissions Insurance/Automobile Insurance

In the event of a claim, Contractor shall be responsible for the deductible amount. The deductible is currently \$2500 per claim. This deductible may change yearly. Contractor will be notified of any change. Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, license complaint or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Claims and Disputes Retention Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award, and Contractor agrees to cooperate fully in this regard. Contractor understands that, from time to time, the Principals of Broker may deem it necessary to obtain legal consultation concerning one of Contractor's transactions, Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transaction(s).

Contractor acknowledges that Broker does not provide commercial automobile insurance coverage for Contractor or any other independent contractor.

Contractor shall maintain throughout the term of this Agreement automobile liability insurance covering any vehicle used in connection with Contractor's real estate activities with minimum limits of not less than:

- \$100,000 bodily injury per person
- \$300,000 bodily injury per accident
- \$100,000 property damage

or a combined single limit of not less than \$300,000.

Contractor shall maintain a vehicle insurance policy that permits business use of the insured vehicle. Upon request, Contractor shall provide Broker with proof of such insurance coverage. All insurance required under this Agreement shall be primary and non-contributory to any insurance carried by Broker. The limits of insurance required herein shall not limit the liability of Contractor under this Agreement. Contractor assumes full responsibility for the transportation of clients, customers, or other third parties.



## 7. Escrow and Earnest Money Deposit

Broker does not maintain an escrow account. Earnest money deposits should be made payable to a title company or attorney handling the closing. Contractor shall obtain a receipt of escrow from the title/attorney company for the office file.

## 8. Termination of Independent Contractor Agreement

This agreement may be terminated by either party with five days written notice. If terminated by the Contractor, there shall be no partial refunds during the membership year. The Contractor acknowledges no refund will be issued for the Sign-Up Fee under any circumstances. Failure to maintain an active real estate license will also result in termination. This agreement will terminate in the event the Contractor associates their real estate license with another real estate brokerage.

**8A. Immediate Termination Grounds** - Notwithstanding the five-day notice period described in Section 8, Broker may terminate this Agreement immediately and without advance notice if Contractor engages in any of the following conduct, each of which shall constitute a material breach of this Agreement:

**1. Fraud, Dishonesty, or Misrepresentation** - Any act of fraud, willful misrepresentation, forgery, falsification of documents, or dishonest conduct in a real estate transaction or in dealings with clients, customers, Broker, or third parties.

**2. Unauthorized Advertising or Marketing** - Publishing or distributing marketing materials, social media posts, signage, or advertisements that violate state law, Fair Housing rules, MLS rules, Broker policies, or that contain inaccurate or unauthorized claims.

**3. Violation of Wire Fraud or Cybersecurity Policies** - Any breach of Section 21 or any action contributing to a wire fraud attempt, cybersecurity breach, or unauthorized transmission of confidential information.

**4. Improper Handling of Earnest Money or Client Funds** - Receiving, holding, depositing, or attempting to deposit any client funds in violation of state law or Broker policy.

**5. Unauthorized Practice of Law or Contract Alteration** - Drafting legal clauses, modifying contracts, or advising clients beyond the scope of a licensed real estate professional, including unauthorized use of AI to generate legal language.

**6. Failure to Follow Broker Directives Related to Compliance** - Repeated failure or refusal to comply with Broker's supervisory instructions, requests for documents, or compliance requirements.

**7. Threatening, Abusive, or Unprofessional Conduct** - Conduct that harms or threatens to harm Broker's reputation, disrupts operations, harasses staff or clients, or creates a hostile or unsafe environment.

**8. Criminal Activity** - Any arrest, charge, or conviction involving fraud, dishonesty, theft, violence, or any offense which in Broker's judgment makes continued affiliation inappropriate.

**9. Improper Agency Relationships, Undisclosed Interests, or Conflicts of Interest** - Contractor's engagement in any agency relationship—including dual agency, limited consensual dual agency, designated agency, transaction brokerage, or single agency—in a manner that violates applicable state law, required written disclosures, or Broker's Policy Manual constitutes grounds for immediate termination. Contractor must obtain all legally required written consents and comply fully with Broker's policies governing agency representation in Florida, Georgia, and Alabama. Any undisclosed ownership interest, familial relationship, financial interest, or conflict of interest in a transaction shall also constitute a material breach.

**10. Violation of Prohibited Activities in Section 2A** - Including, but not limited to: property management, construction, repair work, advancing funds, or any activity expressly prohibited in this



Agreement.

**11. Improper Access or Use of Broker Systems** - Sharing passwords, accessing confidential files, misusing automated systems, altering Broker data, or attempting to circumvent system controls.

**12. Failure to Maintain Required Insurance** - Including failure to maintain automobile liability insurance, E&O deductibles, or other insurance required by this Agreement.

**13. Conduct Exposing Broker to Liability** - Any act or omission that, in Broker's sole judgment, exposes or threatens to expose Broker to legal, financial, or reputational harm.

Upon immediate termination, Broker may take any lawful steps necessary to protect clients, open transactions, and the brokerage, including notifying MLS systems, title companies, and regulatory authorities.

## 9. Policies, Procedures, and Realty Hub Policy Manual

Contractor acknowledges that Realty Hub maintains a Policy Manual (the "Policy Manual") containing operational procedures, compliance requirements, technology usage standards, communication protocols, transaction handling requirements, and other rules governing Contractor's conduct and real estate activities.

Contractor understands and agrees that:

### 1. Binding Nature of Policy Manual

The Policy Manual is incorporated into this Agreement by reference and is a material part of Contractor's obligations under this Agreement.

### 2. Acknowledgment Prior to Access

Contractor acknowledges that access to the Policy Manual may be provided after execution of this Agreement as part of the onboarding process. Contractor agrees that lack of immediate access shall not relieve Contractor of the obligation to comply with the Policy Manual.

### 3. Obligation to Review Upon Access

Contractor agrees to review the Policy Manual promptly upon receiving access and to comply with all policies, procedures, and requirements contained therein.

### 4. Ongoing Updates and Modifications

The Policy Manual may be updated, modified, or supplemented by Broker from time to time at Broker's sole discretion. Such updates may be communicated via email, the Realty Hub Support Page, or other official communication channels.

### 5. Binding Effect of Updates

Contractor agrees that continued affiliation with Broker constitutes acceptance of any updates to the Policy Manual, and no additional signature or amendment to this Agreement shall be required for such updates to be enforceable.

### 6. Conflict with State Law

To the extent any provision of the Policy Manual conflicts with applicable state law, the applicable law shall control; however, all other provisions shall remain in full force and effect.

### 7. Material Breach

Contractor's failure to comply with the Policy Manual or any updates thereto shall constitute a material breach of this Agreement and may result in disciplinary action, suspension, or termination pursuant to Section 8A.



## 10. Resolution of Disputes

**10.1 Mandatory Arbitration** — Any dispute, claim, or controversy arising out of or relating to this Agreement, including its breach, termination, enforcement, interpretation, or validity, shall be resolved exclusively by final and binding arbitration. The parties waive any right to litigate such disputes in court, except as necessary to enforce or confirm an arbitration award.

**10.2 Arbitration Format** — Unless the Broker elects otherwise in writing, all arbitration proceedings shall be conducted by video conference. No party may require in-person hearings unless the Broker expressly agrees.

**10.3 Venue** — The venue for arbitration shall be Orange County, Florida. If an available arbitrator meeting the qualification standards of Section 10.4 cannot be secured in Orange County, the arbitration shall occur at the nearest available arbitration location serving Orange County, Florida, as determined by the arbitrator or agreed arbitration service.

**10.4 Arbitrator Qualifications** — The arbitrator must meet one of the following qualifications:

- (a) a Board-Certified Real Estate Attorney;
- (b) a Retired Judge with experience in real estate or civil matters; or
- (c) an attorney with at least fifteen (15) years of experience in real estate law, real estate litigation, broker-defense litigation, or real estate arbitration.

No individual lacking these qualifications may serve as arbitrator.

**10.5 Selection of Arbitrator** — The parties shall attempt to mutually agree upon a qualified arbitrator. The Broker may reject any proposed arbitrator who does not meet the requirements of Section 10.4. If the parties cannot agree within fifteen (15) calendar days, each party shall nominate one qualified arbitrator, and those two nominees shall jointly select the final arbitrator, who must meet the qualification standards of Section 10.4. The selected arbitrator's appointment shall be final and binding.

**10.6 Administration of Arbitration** — Arbitration may be administered by any arbitration service mutually agreed upon by the parties. If no agreement is reached, arbitration shall proceed with a qualified arbitrator selected pursuant to Section 10.5 without administration by JAMS or the American Arbitration Association, unless both parties expressly consent in writing to their involvement.

**10.7 Costs and Fees** — The party initiating arbitration ("Claimant") shall pay the initial filing fee and a refundable cost deposit equal to fifty percent (50%) of the anticipated arbitrator fees. Except where prohibited by law, the losing party shall be responsible for all arbitration fees, arbitrator compensation, administrative fees, and the prevailing party's reasonable attorneys' fees and costs. If the arbitrator determines that the Claimant's claim was frivolous, unreasonable, or brought in bad faith, the Claimant shall be responsible for all arbitration expenses and the Broker's attorneys' fees.

**10.8 Governing Law** — This arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). Judgment on the arbitration award may be entered in any court of competent jurisdiction.



**10.9 Class Action Waiver** — All claims must be brought solely in the parties' individual capacities. Class, collective, representative, or group arbitration is not permitted. The arbitrator has no authority to hear or decide such claims.

**10A. State Law Compliance and Jurisdiction-Specific Overrides** - Contractor acknowledges that Broker operates in multiple states and that real estate laws, agency rules, advertising requirements, disclosure obligations, supervisory duties, escrow rules, and professional standards vary by jurisdiction. Contractor agrees to comply with the laws, rules, and regulations of the state in which the Contractor is licensed and performing real estate activities.

To the extent any provision of this Agreement conflicts with the real estate laws or regulatory requirements of Florida, Georgia, or Alabama, the applicable state law shall control, and the conflicting provision of this Agreement shall be interpreted or modified to the minimum extent necessary to comply with state law while preserving the intent of the Agreement.

This provision shall not invalidate the remaining portions of the Agreement, which shall continue in full force and effect.

## **11. Indemnification and Hold Harmless**

Contractor hereby agrees to indemnify and hold harmless the Broker, its owners, officers, affiliates, subsidiaries, agents or representatives from any and all claims which may arise out of, in the course of, or relate in any way to the Contractor's performance of his or her duties hereunder. Additionally, Contractor acknowledges that if Contractor is subject to any non-compete agreement or covenant from a previous brokerage that Contractor will not violate that covenant or agreement or put the Broker at risk of liability by violating it. Contractor shall indemnify, defend and hold Broker harmless for any action or failure to act by Contractor, including, without limitation, any unauthorized representations and any failure to fulfill any of Contractor's responsibilities or obligations set forth herein.

## **12. Cooperation**

In the event of any dispute, complaint, claim, or allegation concerning or involving Contractor, either directly or indirectly, Contractor agrees to cooperate fully and in good faith by providing documents, testimony and any other items or information that may be needed to respond to and defend a complaint, claim, or allegation. This covenant shall survive termination of this Agreement, whether voluntary and involuntary, and is without time limitations in its obligation. Contractor's breach of this provision shall constitute a material breach of this Agreement and Broker shall be entitled to recover reasonable legal fees and costs expended or incurred as a result of Contractor's non-cooperation.

Contractor agrees that, for all actions that Contractor does during his/her contractual relationship with Broker, Contractor will forever indemnify and hold harmless Broker, their heirs, successors, spouses and assigns, from any and all claims, complaints, causes of action, Realtor arbitration demands, damages and liabilities of every kind whatsoever, whether known or unknown, including without limitation of any action, omission, negligence or any other basis of liability or complaint, in any forum, brought by any third party against REALTY HUB. No action or complaint arising out of a real estate transaction in which Broker was involved may be brought by Contractor before anybody, against any third party, without prior written consent of the Broker. If the Broker initiates any litigation or arbitration action on behalf of the Contractor or if the Broker must defend any action of the Contractor in litigation or arbitration, Contractor will pay all related filing fees and attorney fees. Contractor agrees to reimburse the Broker for the amount of any fine charged or arbitration loss or court loss charged to the Broker for any infraction caused by the Contractor, by any MLS board for infractions of board rules by cash payment or by authorization of credit card charge or commission adjustment, which is hereby granted to Broker. Broker will be compensated 20% of any arbitration award or court judgement, to compensate company for time, company legal expenses and costs accrued by such arbitration or court action.



**12A. Consumer Complaint Handling and Broker Notification Requirements** - Contractor acknowledges that improper handling of consumer complaints, disputes, or concerns can expose Broker to legal, regulatory, and financial liability. Contractor agrees to comply with the following requirements, each of which constitutes a material obligation of this Agreement:

**1. Immediate Notification** — Contractor shall notify Broker within twenty-four (24) hours of receiving any consumer complaint, threat of complaint, negative review, dispute, demand for compensation, allegation of wrongdoing, or indication that a customer is dissatisfied.

**2. No Admissions of Fault or Liability** — Contractor shall not, under any circumstances, admit fault, responsibility, or liability on behalf of Broker or Contractor, nor shall Contractor apologize in a manner that could be interpreted as accepting responsibility.

**3. No Written Statements Without Approval** — Contractor shall not send written explanations, responses, timelines, narratives, or statements to consumers, attorneys, title companies, lenders, inspectors, or regulators regarding a dispute without Broker's prior review.

**4. Commission Adjustments and Settlement Limitations** — Contractor may negotiate only the portion of the commission that Contractor is entitled to receive in connection with a transaction. Contractor shall have no authority to negotiate, reduce, waive, or credit any portion of Broker's fees, including but not limited to the \$100 transaction fee or any other fee owed to Broker.

Any commission reduction, credit, concession, or financial accommodation offered by Contractor to a client shall require the client to execute a Commission Adjustment Release. Contractor shall not grant any reduction or credit unless such release has been obtained.

Contractor shall notify Broker within twenty-four (24) hours of any commission adjustment or concession and shall provide Broker with a copy of the executed release.

Contractor shall not enter into any settlement, refund, or concession that would expose Broker to liability or that would be reasonably expected to create future claims against Broker.

**5. Regulatory Complaints** — Contractor shall not contact, file complaints with, or respond to inquiries from any governmental, licensing, Realtor, or regulatory body—including FREC, GREC, AREC, or MLS organizations—without Broker's direction and written authorization.

**6. Forwarding of Documentation** — Contractor shall immediately forward to Broker any emails, texts, notices, letters, legal documents, or demands received from consumers, attorneys, or regulatory bodies.

**7. Required Cooperation** — Contractor shall cooperate fully with Broker, E&O carriers, legal counsel, and regulatory investigators, including providing documents, timelines, and statements requested by Broker.

**8. No Independent Legal Responses** — Contractor shall not independently consult or respond through legal counsel in a manner that represents, implicates, or involves Broker without Broker's prior written authorization.

**9. Indemnification** — Contractor shall indemnify and hold Broker harmless from any damages, claims, legal fees, complaints, or regulatory actions arising from Contractor's failure to follow the requirements of this Section.

**10. Material Breach** — Any violation of this Section shall constitute a material breach and may result in immediate termination pursuant to Section 8A.

**12B. Confidentiality and Proprietary Information** - Contractor acknowledges that during the course of affiliation with Broker, Contractor will have access to confidential, proprietary, and commercially valuable information belonging to Broker, including but not limited to: operational processes, standard operating



procedures (SOPs), compliance workflows, technology systems, automations, communication routing structures, training materials, agent support procedures, transaction templates, scripts, financial practices, business strategies, and any non-public information regarding Broker's operations ("Confidential Information").

Contractor agrees to the following:

**1. Non-Disclosure** — Contractor shall not disclose, reproduce, distribute, publish, or otherwise communicate any Confidential Information to any third party, including other real estate professionals, competing brokerages, vendors, or the public, without Broker's prior written consent.

**2. Limited Use** — Contractor shall use Confidential Information solely for the purpose of conducting real estate activities on behalf of Broker and shall not use such information for personal gain, competitive purposes, or for the benefit of any other real estate brokerage or business.

**3. Protection of Materials** — Contractor shall maintain reasonable safeguards to protect Confidential Information from unauthorized access, disclosure, or loss. Contractor shall not upload Confidential Information to personal cloud accounts or external storage platforms without Broker approval.

**4. Return of Materials** — Upon termination of this Agreement, Contractor shall immediately return or permanently delete all Confidential Information in Contractor's possession, including copies stored on personal devices, cloud accounts, email systems, or physical files. Contractor shall not retain any materials derived from Broker's operations or systems.

**5. Survival** — Contractor's obligations under this Section shall survive termination of this Agreement indefinitely.

**6. Injunctive Relief** — Contractor acknowledges that unauthorized disclosure or misuse of Confidential Information will cause irreparable harm to Broker for which monetary damages may be inadequate. Broker shall be entitled to immediate injunctive relief, in addition to any other remedies available at law or in equity.

**7. Indemnification** — Contractor shall indemnify and hold Broker harmless from any damages, losses, or liabilities resulting from Contractor's breach of this Section.

**12.C1. Agent Responsibility for Transaction Management** - Contractor is solely responsible for managing all aspects of Contractor's transactions, including communications with applicable clients, cooperating brokers, title companies, closing attorneys, lenders, inspectors, and all third parties. Contractor must remain reasonably available and responsive throughout the transaction until closing.

**12.C2. Definition of Unresponsiveness / Abandonment** - For purposes of this Agreement, "Unresponsiveness" or "Transaction Abandonment" shall include, but not be limited to:

- Failure to respond to Broker, Client, or a transaction-related party within 24 hours;
- Failure to perform required contractual duties in a timely manner;
- Failure to provide requested documents, signatures, disclosures, or authorizations within a reasonable time;
- Repeated lapses in communication that jeopardize the transaction;
- Absence, vacation, or unavailability without appropriate coverage or notification to Broker.

**12.C3. Broker's Right to Intervene** - If Contractor becomes unresponsive, abandons the transaction, or is otherwise unavailable to fulfill Contractor's obligations, Broker may, but is not required to:

- Communicate directly with the Client, cooperating broker, title company, or any transaction-related party;



- Issue directives to prevent harm to the Client or the transaction;
- Facilitate signatures, disclosures, deadlines, or extension requests;
- Provide information or documentation necessary to avoid contract breach;
- Assign the transaction to another licensed agent;
- Take any action Broker deems necessary to prevent financial loss, legal exposure, or consumer harm.

Such actions shall not create an agency relationship between Broker and Client.

**12.C4. No Liability for Broker Intervention** - Broker shall not be liable for:

- Completing actions on Contractor's behalf,
- Any outcome resulting from Contractor's abandonment,
- Delays or failures caused by Contractor,
- Any loss suffered by Contractor due to reassignment or intervention.

Contractor shall indemnify and hold Broker harmless from any claim, complaint, or dispute arising from Broker's intervention.

**12.C5. Administrative Fee** - If Broker intervenes in a transaction due to Contractor's unresponsiveness or abandonment, Broker may assess an administrative fee of up to \$250. This fee may be deducted from:

- any commission payable to Contractor from any sales transaction,
- any commission or referral fee payable to Contractor from any lease transaction,
- or any future commission payable to Contractor from any subsequent transaction.

If no commission is available for deduction, Contractor agrees that Broker may collect the administrative fee via broker's payment portal.

**12.C6. Reassignment of Transaction** - If Contractor is unresponsive or abandons the transaction:

- Broker may reassign the Client to another agent;
- Contractor may lose the right to some or all of the commission;
- Broker may determine a fair partial commission split based on work completed;
- Broker's decision shall be final.

**12.C7. Material Breach** - Repeated unresponsiveness, abandonment of transactions, or failure to meet communication standards constitutes a material breach of this Agreement and may result in termination pursuant to Section 8A.

**13. Protection of Contractor's Listings, Transactions, and Commissions**

**13.1 Listings Upon Termination**

Upon termination of this Agreement for any reason, Contractor may withdraw and relist any active listing agreements with a new brokerage, provided that all outstanding dues, fees, charges, and obligations owed to Broker are paid in full. Contractor shall be responsible for complying with all MLS rules and applicable laws in connection with such withdrawal and relisting.

**13.2 Broker Ownership of Transactions and Commissions**

Contractor acknowledges that all real estate transactions, referral agreements, and commissions arising from



activities conducted during Contractor's affiliation with Broker are the sole and exclusive property of Broker.

Contractor shall have no right or authority to transfer, assign, redirect, or otherwise move any transaction, referral agreement, or commission to another brokerage under any circumstances.

### **13.3 Definition of Pending Transactions**

For purposes of this Agreement, "Pending Transactions" shall include the following, provided the applicable trigger occurred prior to the effective date of Contractor's termination:

#### **(a) Sales Transactions**

Any transaction for which a binding purchase and sale agreement has been fully executed by all required parties prior to the effective date of Contractor's termination, but the transaction has not yet been consummated as of that date.

For purposes of this Section, a sale transaction shall be deemed "consummated" upon the transfer of title or ownership of the property and the disbursement of funds, whether through a title company, closing attorney, escrow agent, or any other legally recognized closing process.

#### **(b) Lease Transactions**

Any lease transaction in which a lease agreement has not been fully executed by all required parties as of the effective date of Contractor's termination, but for which substantive leasing activity occurred prior to termination, including but not limited to:

- property showings,
- submission of an application,
- negotiation of lease terms,
- or exchange of draft lease agreements.

If the lease agreement is fully executed after Contractor's termination, such transaction shall be deemed a Pending Transaction and subject to the commission split set forth in this Section.

For the avoidance of doubt, any lease agreement fully executed prior to termination shall not be considered a Pending Transaction.

#### **(c) Referral Transactions**

Any transaction arising from a referral agreement entered into by Contractor during Contractor's affiliation with Broker, where the referral fee has not yet been earned and paid to Broker as of the effective date of Contractor's termination.

For purposes of this Section, a referral fee shall be deemed "earned" only upon completion of the underlying transaction giving rise to the referral, including:

- the closing of a sale transaction through a title company or closing attorney, or
- the full execution of a lease agreement by all required parties,

and payment of the referral fee to Broker.

### **13.4 Commission Split on Pending Transactions**

Pending Transactions, as defined in this Section, shall be split fifty percent (50%) to Broker and fifty percent (50%) to Contractor only if such transactions are not completed prior to the effective date of Contractor's termination and are completed after termination.



For the avoidance of doubt:

- Any transaction that is fully completed prior to Contractor's termination shall be compensated in accordance with the standard commission structure set forth in this Agreement.
- Any Pending Transaction that is completed after Contractor's termination shall be subject to the fifty percent (50%) / fifty percent (50%) split described herein.

For purposes of this Section, a transaction shall be deemed "completed" upon:

- the closing of a sale transaction through a title company or closing attorney,
- the full execution of a lease agreement by all required parties, or
- the earning and receipt of a referral fee by Broker.

### **13.5 No Circumvention or Re-Structuring**

Contractor shall not take any action, directly or indirectly, to circumvent Broker's rights under this Section, including but not limited to:

- delaying execution of agreements until after termination,
- canceling and re-executing contracts under a new brokerage,
- re-negotiating or re-structuring transactions,
- redirecting clients or counterparties,
- or otherwise interfering with Broker's entitlement to compensation.

Any such action shall constitute a material breach of this Agreement.

### **13.6 Broker Control of Commission Disbursement**

Broker shall retain full authority and control over all commission disbursements related to Pending Transactions, including communication and instructions to title companies, closing agents, landlords, tenants, or cooperating brokers.

Contractor shall not issue or attempt to issue any payment instructions inconsistent with Broker's rights.

### **13.7 License Transfer Does Not Affect Rights**

Contractor's transfer of license affiliation to another brokerage shall not affect Broker's ownership of any Pending Transactions, referral agreements, or commissions arising therefrom.

### **13.8 License Suspension or Revocation**

In the event Contractor's real estate license is suspended, revoked, or otherwise rendered inactive, all Pending Transactions shall remain subject to the provisions of this Section and shall be split fifty percent (50%) to Broker and fifty percent (50%) to Contractor.

### **13.9 Survival**



The provisions of this Section shall survive termination of this Agreement and remain in full force and effect until all Pending Transactions have been completed and all related compensation has been fully received and disbursed.

**14. Modification**

Contractor acknowledges this agreement may be modified by the Broker from time to time. Any updates shall be sent via email as notice to Contractor.

**15. Become Active**

In states where applicable, Broker is authorized to add Contractor to Broker’s license and become active.

**16. Agency Relationships**

Contractor acknowledges that all real estate brokerage agency relationships exist between the Broker and the client. Contractor shall owe reasonable skill, care, accountability, and honesty to all parties in every transaction.

**16A. Alabama Rider** - Per Alabama law, contractor acknowledges that Broker is required to have an office policy describing the company’s brokerage services. Contractor acknowledges that Broker offers the following agency services to the public: single agency, sub-agency, limited consensual dual agency, and transaction brokerage.

**17. Consent to Receive Text Messages**

Contractor hereby expressly consents to receive text messages (including SMS and MMS) from Broker and its authorized representatives at the mobile number provided by Contractor for the purposes of providing brokerage-related information, transaction updates, compliance reminders, policy updates, and other communications relevant to Contractor’s affiliation with Broker.

Contractor understands that standard messaging and data rates may apply and that message frequency may vary. Contractor may update their contact number or opt out of non-essential text messages by notifying Broker in writing; however, opting out may limit Broker’s ability to provide timely transaction or compliance communications.

This consent shall remain valid for the duration of Contractor’s affiliation with Broker and any period following termination as reasonably necessary to complete pending matters or comply with legal or regulatory obligations.

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**APPENDIX A – Privacy & Data Handling Standards**

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**A.1 – Confidential Information Defined**

Confidential information includes client identity, financial information, contract terms, MLS data, negotiation details, closing documents, inspection results, and any non-public information relating to a transaction.



**A.2 – Duty of Care**

Contractor shall handle confidential information in a manner consistent with all state privacy laws, MLS rules, and E&O insurance requirements.

**A.3 – Permitted Storage**

Contractor may store files on personal devices or personal cloud storage, provided such storage is reasonably secured and password-protected.

**A.4 – Prohibited Disclosures**

Contractor shall not disclose confidential information to unauthorized individuals, including unlicensed assistants, family members, or third parties.

**A.5 – Email & Messaging Security**

Contractor is responsible for securing communications and may not transmit confidential documents through insecure channels.

**A.6 – AI Usage**

Contractor may use AI tools for drafting or summarizing work but shall not upload PII or sensitive financial documents unless the platform is Broker-approved.

**A.7 – Breach Notification**

Contractor must immediately notify Broker if any device or account storing client information is lost, accessed improperly, or compromised.

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**APPENDIX B – MLS Access & Compliance Standards**

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**B.1 – MLS Access Integrity**

Contractor must use their own MLS access credentials and shall not share them with any other individual.

**B.2 – Data Usage Rules**

Contractor shall comply with all MLS copyright rules and may not distribute MLS data, photos, remarks, sold information, or proprietary data without permission.

**B.3 – Accurate Listing Input**

Contractor must ensure all MLS entries are accurate, complete, and timely.

**B.4 – Lockbox and Showing Compliance**

Contractor shall comply with all lockbox, Supra, and showing regulations. Misuse shall be the sole responsibility of Contractor.

**B.5 – Photo, Media, and AI Usage**

Contractor shall comply with MLS media rules and ensure no misleading digital editing is used in photos or virtual staging.

**B.6 – Fines & Penalties**

All MLS fines, penalties, dues lapses, audits, or sanctions arising from Contractor’s conduct are the full



responsibility of Contractor and fall under Section 2F of this Agreement.

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**APPENDIX C – Ethics & Professional Conduct Standards**

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**C.1 – Professionalism**

Contractor shall conduct business with honesty, fairness, and diligence, adhering to state license law standards and accepted professional norms.

**C.2 – Communication**

Contractor shall maintain timely responses to clients, cooperating brokers, and transaction parties, consistent with Section 12C of this Agreement.

**C.3 – Advertising Honesty**

All advertising must be truthful, non-misleading, and compliant with MLS, state licensing laws, and Section 2M of this Agreement.

**C.4 – Conflict of Interest Disclosures**

Contractor shall disclose personal interests, family involvement, dual agency situations (if legal), or any financial relationships relevant to the transaction.

**C.5 – Consumer Treatment Standards**

Contractor shall treat all parties honestly and comply with all state and federal Fair Housing laws.

**C.6 – Compliance with Broker Policies**

Failure to comply with any part of this appendix may constitute a material breach pursuant to Section 8A.

**THE CONTRACTOR SIGNING THIS AGREEMENT EACH REPRESENT AS FOLLOWS:**

**THEY HAVE READ THE AGREEMENT, THEY UNDERSTAND THE AGREEMENT, THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOOSING ABOUT THE MEANING AND CONSEQUENCES OF THE AGREEMENT, AND THEY FREELY AND VOLUNTARILY SIGN THIS AGREEMENT.**

**CONTRACTOR ACKNOWLEDGES THAT THIS AGREEMENT WILL BECOME EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT, AND THIS AGREEMENT WILL BE ENFORCED IN THE EVENT OF BREACH OR TERMINATION OF THIS AGREEMENT AT ANY POINT AFTER THE EXECUTION OF THIS AGREEMENT.**

X \_\_\_\_\_



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January 21, 2022 6:33 AM EDT

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January 24, 2022 3:08 AM EDT

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March 21, 2022 3:57 AM EDT

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July 13, 2022 5:11 AM EDT

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October 12, 2023 6:19 AM EDT	Tony Louie - info@usrealtyhub.com added by Anthony Louie - brokeradmin@usrealtyhub.com as a CC'd Recipient Ip: 2001:fd8:331f:a260:24ec:f8d:61fc:be1d
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