

GA-USRH 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 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 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 insureds 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.

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.

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.

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

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.

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.

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.

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:

Month Joined	Realty Hub Dues	Month Joined	Realty Hub Dues
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.

4. Transaction Fee

\$100 - To be paid to Broker with each transaction. This fee includes Errors and Omission insurance. For purposes of this Agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties of a lease, where a commission is paid to Broker as a result of the efforts of Contractor. Contractor agrees that Broker has the right to hold and/or apply any commissions owing to Contractor, as may be necessary to pay for or secure any obligations of Contractor hereunder. Contractor shall not be entitled to any portion of the transaction fee.

4A. Wire Transfer Fee

All incoming bank Wire Transfers sent to Realty Hub will be subject to a \$15 fee.

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.

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

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, 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.

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 Contractors 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).

Broker does not maintain commercial automobile insurance coverage that extends coverage to Contractor or any other independent contractor of Broker. For the duration of this ICA, Contractor shall maintain automobile insurance coverage with minimum liability limits of \$100,000 per occurrence, \$300,000 aggregate, and a minimum limit of \$100,000 in property damage coverage. If available by the insurer, Contractor shall cause the insurance policy to name Broker as an additional insured. In any event, such insurance shall be primary and noncontributory to any insurance available to Broker and Broker’s insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Contractor under this Agreement and in no event shall the above insurance limits be any indication that such insurance limits are adequate insurance coverage for Contractor.

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.



9. Policies and Procedures

Contractor acknowledges Contractor has read, asked any questions of Broker and fully understands the Policy Manual, which is incorporated into this Agreement by this reference. Contractor agrees to fully review any amendments and/or additions to the Broker's Policy Manual, Agreement or any Addenda thereto. Contractor agrees to abide by the Broker's Policies and Procedures. In the event of any direct conflict between any of the Broker's Policies and the terms and provisions of this Agreement, the terms and provisions of the Agreement shall control.

10. Resolution of Disputes

The parties to this Agreement agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding final arbitration in the state that issued the Contractor's real estate license, and if Contractor is licensed in more than one state then the state in which the transaction that is the subject of the dispute closed in, or if there is no applicable transaction, the state in which the agent was domiciled at the time the dispute arose, before three arbitrator(s). The arbitration shall be administered by JAMS pursuant to and in accordance with the expedited procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules & Procedures and which can be found at www.jamsadr.com. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party shall bear his or her own attorney fees and costs, except that the arbitrator may award a party attorney fees or costs if such an award is authorized by an applicable law or contract. Broker and Contractor agree that the arbitration will be conducted by a single arbitrator in the JAMS office (as applicable) closest to the county of the Broker's office with which the Contractor is or was associated (unless otherwise agreed). This Agreement to Arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

Broker and Contractor agree that any and all claims pursued against each other will be on an individual basis, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action. Both Broker and Contractor hereby waive their right to commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. The parties agree that any claim by or against Broker or Contractor shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Broker and Contractor. This Class Action waiver shall supersede any contrary agreements, statements or rules in the JAMS Rules. (2) The waiver of Class Action claims and proceedings is an essential and material term of this arbitration agreement.

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.

13. Protection of Contractor's Listings and Contracts

In the event that Contractor terminates his/her contractual relationship with Broker for any reason, any and all listings obtained through the efforts of Contractor during the term of this Agreement shall be withdrawn by Contractor and relisted with Contractor's new brokerage, without penalty once any outstanding balance for dues, charges or fees to Broker are brought up to date. Pending sales and referrals will be split 50/50. Pending sales and referrals are defined as any transactions that are under contract and not yet closed.

In the event that Contractor has their real estate license suspended or revoked by the state licensing commission, any pending sales and referrals will be split 50/50. Pending sales are defined as any transactions that are under contract and not yet closed.

In the event that Contractor separates from Broker (regardless of whether such separation was due to Broker's or Contractor's actions), Contractor shall not, for a period of two (2) years from the date of such separation, solicit any real estate professional affiliated with Broker (or Broker's parent company or any of its divisions, affiliates, sister corporations, or subsidiary corporations) or any person employed by Broker (or Broker's parent company or any of its divisions, affiliates, sister corporations, or subsidiary corporations) to separate from Broker in order to join Contractor or Contractor's new / replacement / third-party qualifying broker.

Contractor hereby acknowledges and agrees the restrictive covenants contained in this Agreement (non-solicitation provisions) are: 1) reasonable and valid in duration, scope, and all other respects; 2) necessary for the protection of legitimate business interests of the Broker; and 3) a pre-condition to Broker's offer to enter into this Agreement with Contractor. The Broker shall be entitled to obtain immediate injunctive relief from any court of competent jurisdiction, in addition to the remedies available at law or in equity, in the event of a violation of the restrictive covenants contained in this Agreement.

At all times during Contractor 's affiliation with Broker and following any separation from Broker (regardless of whether such separation was due to Broker's or Contractor 's actions), Contractor agrees not to make any disparaging statements (oral or written), directly or indirectly (including through the use of social media), to the media, members of the general public, or to any person associated with or employed by Broker (or Broker's parent company or any of its divisions, affiliates, sister corporations, or subsidiary corporations) about Broker (or Broker's parent company or any of its divisions, affiliates, sister corporations, or subsidiary corporations), including any member of Broker's senior or executive management team. Disparaging statements include statements that are false, statements that are misleading, and statements that might tend to cast Broker (or Broker's parent company or any of its divisions, affiliates, sister corporations or subsidiary corporations) or any member of Broker's senior or executive management team in a negative light, regardless

of the truth or falsity of such statements.

Contractor further represents, covenants, and agrees that Contractor will not at any time after the Effective Date (including any period after the termination of the Agreement), through any medium, including orally or in writing, take any action that could or, in fact does, damage or negatively impact the reputation of Broker or cause the individual receiving the communication to call into question Broker's business condition, integrity, competence, good character, professionalism, or services. Contractor's failure to follow and obey all of the rules and regulations set forth in the communities serviced by Contractor or Contractor's failure to act in a professional manner to the detriment of Broker's reputation may result in the immediate termination of Contractor. Contractor also hereby agrees to indemnify Broker for any damages to Broker's reputation or business that arise from Contractor's breach of this provision.

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.

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.



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Signature Certificate

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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