THE VIRTUAL REALTY GROUP

Commercial Agent Information- Please Complete

Personal

Name & Email: _____ Cell phone: _____
Last First M.I. & Email

Address: _____ Social security#: _____
Street Address / City, State. ZIP Code

Commission plan you are requesting: **A.** ☐ **90%-10%** **B.** ☐ **Other**

What is the email you will use while associated with our company: _____

How did you hear about our company: _____

You give us consent to perform a background check on you, before on boarding, if we so choose to. **Initial Here**_____

Is there anything important we should know about you, including any documented criminal activity: A. ☐ Yes B. ☐ No

_____

License History

Year you obtained license:_____State(s) licensed in:_____RE license#:_____

Have you ever been disciplined/written up by any Local, State or Federal entity: A. ☐ Yes B. ☐ No C. ☐ Other

Please explain: _____

Previous Real Estate Experience

Company name & address: _____
Last First M.I. Street Address / City, State. ZIP Code

Brokers name: _____ Start date: _____ End date: _____

Brokers phone: _____Sales volume: _____ Number of closed sales: _____

Reason for leaving /comments: _____

Prior sales experience: _____

Emergency Contact Information

Name: _____Telephone:_____ Relationship: _____
Last First M.I.

Address:_____ Email:_____
Street Address / City, State. ZIP Code

Comments

Please tell us a little about yourself or your past experience:_____

_____

COMMERCIAL INDEPENDENT CONTRACTOR AGREEMENT

(Between Broker and Licensee)

This Independent Contractor Agreement ("Agreement"), "dated_____ is made between The Virtual Realty Group (VRG), and or its licensed DBA's ("Broker") and your name: _____("Licensee"). In consideration of the covenants and representations contained in this Agreement, Broker and Licensee agree as follows:

1. BROKER: Is duly licensed in multiple states, under different names, with different broker affiliates. Broker will keep all license(s) current during the term of this Agreement.

2. LICENSEE: Licensee represents that he or she is duly licensed by the State(s) of_____ _____ as a real estate broker, broker associate or salesperson, and has not used any other names within the past five years, except _____. Licensee shall keep his/her real estate license current and active during the terms of this Agreement, including satisfying all applicable continuing education and provisional license requirements for the state in which they are licensed in. What state(s) are you joining us in_____?

3. BROKER AND LICENSEE RELATIONSHIP:

3.1. Broker and licensee are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership and Broker shall not be liable for any obligation, injury, disability or liability incurred by licensee.

3.2. Licensee assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain listings and sales of property for the parties mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that licensee commits no act of any type for which the Real Estate Commission of the state of _____ is authorized to suspend or to revoke a license.

3.3. Broker shall not limit licensee's activities to geographical areas, manner in which services are to be performed, with regard to hours, schedule, inventory, vacation or similar activities, except to the extent required by all applicable laws, policies, and procedures.

3.4. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Licensee agrees and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, licensee and other licensees of Broker. Licensee agrees to provide Broker a complete copy package of each closed transaction with all necessary documents. Upon termination of licensee, as long as licensee is in good standing with Broker and has no open closings, licensee may take their listings with them*. Call for details.

3.5. Licensee shall have no authority to bind Broker by any promises or representations and Broker shall not be liable for any obligation or liability incurred by licensee unless Broker specifically authorized it in writing.

3.6. Licensee is considered to be an Independent Contractor for tax purposes and will be responsible for all tax issues at the end of each calendar year.

VRG will **not** issue an IRS 1099 to licensee unless VRG physically pays you out of our company bank account(s) or we were issued a 1099 on your behalf. However, in some states, if we cannot get you paid from the closing table on a transaction (normally we can), and we have to pay you from our account(s), we will issue you a 1099 at the end of the year. VRG does not withhold taxes or Social Security from Licensee's compensation. Payment of taxes and Social Security contributions are Licensee's responsibility. Licensee is considered an independent contractor and company does not provide a workplace or unemployment insurance.

BUSINESS EXPENSES: Broker shall not be liable to licensee for any expenses incurred by licensee or for any of its acts. Licensee agrees to provide and pay for all necessary professional licenses and dues. Licensee understands and agrees that Broker shall not pay for any office(s), place of business, supplies, advertisements, marketing materials and that licensee is responsible for conducting business at its own costs, if any. Broker shall not be liable to reimburse licensee for any expenses unless specifically agreed to in writing.

LICENSED ACTIVITY: Licensee shall be familiar with, and comply with all applicable 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 and other settlement service providers pursuant to the state in which they are licensed in & the Real Estate Settlement Procedures Acts (RESPA).

6. COMPENSATION / COMMISSION:

6.1 Compensation shall be charged to the parties who enter into listing or buyer agreements, or for services requiring or using a real estate license. Licensee may use its own discretion regarding what commission fee to charge its clients for these services. In no event shall Broker be personally liable to licensee for licensee's share of commissions not collected, nor shall licensee be entitled to any advance or payment from Broker upon future commissions, licensee's only remuneration being a licensee's share of the commission paid by the party or parties for whom the service was performed. Nor shall licensee be personally liable to Broker for any commission not collected. Licensee shall be responsible to broker for any previously earned sales commission, reimbursement or rebate of any sales commission, on any successful closing. If you are buying or selling your own home, please see page 6 below in our OPPM.

6.2. Any commission plan a licensee enters a closing with will close that transaction with the same commission plan as entered. At no time is a licensee with VRG to request, receive, ask or authorize any closing company to release a commission check on a transaction they may be involved in. A licensee will not be paid for a closed transaction until their file is completed in our Transaction Management system (TC) and certified by our broker or manager. Signing commission instructions or unauthorized release of a commission check is grounds for termination.

6.3. Oregon & Washington state licensees only, all your contractual paperwork (including offers & any other material presented to a customer, client or other real estate broker), will need to be reviewed & initialed by our OR Broker within 7 days and WA Broker within 10 days of origination, or such other time frames as may be established pursuant to the real estate laws of each state. You'll need to have a Dotloop, Docusign or a similar account available.

6.4. Washington State licensees only, VRG will collect the appropriate B&O tax from each of your successfully closed transactions. This tax will be deducted from your commission at closing. Limited service listings, entry only listings or auction listings are prohibited. Contact us for more details.

6.5. Florida and Michigan licensees only, we reserve the right to collect a processing/compliance fee of $395 from your buyer or seller, payable at closing to VRG, or deducted from your commission at closing.

6.6. North / South Carolina and all New England state licensees only, in the event we cannot get you paid from the closing table, we will have to deposit the entire commission check into our bank account, re-disperse to you when the check clears, and issue you a IRS 1099 at years end. There will be a $40 charge per transaction for this in North / South Carolina and a $25 charge per transaction in all New England states.

6.7. Licensee ***MUST CHOOSE*** one commission plan: Which plan do you choose? **A.** ☐ **90%-10%** **B.** ☐ **Other**

6.8. Commissions- You can never accept rental / lease payments or deposits. Any payment(s) shall go directly to the owner, property management or closer. Also, never accept any type of compensation in regards to a rental or lease transaction (or any transaction period). The commission must be paid to the licensee through VRG unless we have made prior arrangements. Any transaction shall be reported to VRG within 48 hours. Any commissions to be paid to a licensee will be paid once all the appropriate documents are uploaded into our transaction management system for that transaction and certified by the broker or manager, or other arrangements are made. Referral fees shall only be paid to the Broker of any state licensed salesperson / broker in accordance with a written agreement between salespersons / broker, approved by VRG broker prior to the close of any deals. A social security number of the referring broker or EIN number is required, along with a signature of the referring broker, in order to process the referral fee.

6.9. Commercial Deals- are 90%- 10% or $1,000 whichever is greater, to VRG, unless another plan has been agreed to in advance? Call to discuss details*. On any transaction that will have more than 1 scheduled payout, we will take our **whole** commission on the very first payout.*

6.10. Commission Payment Delays - If a closing company, an attorney or HUD will not honor our commission disbursement agreement (CDA), then you will experience a delay in receiving your funds, while we wait to receive and process the check, and for the funds to clear our bank. In the event this happens, the choices available to you, once funds have cleared, is to send you a check, Zelle you or to wire you the funds which will be subjected to a wire service charge. Again, a licensee will **NOT** be paid on a closed transaction until their file is completed in our transaction management system (TC) and certified by our broker or manager. We reserve the right to charge an admin fee of up to $40 for each closed transaction where we could not get you paid from the closing table. We don't always charge it, but we reserve the right to do so.

7. PAYPAL PAYMENTS: Any of our membership fees shall be paid through Paypal. You do not have to have a Paypal account, but it is paid through and collected by Paypal. Payments that are “skipped” (Paypal’s word for insufficient funds or expired credit card) 3 times or more and the profile canceled by Paypal, could result in VRG charging you a year in advance, or putting your license on inactive status. Upon termination from VRG, Licensee is to immediately cancel any recurring Paypal payment with us, to avoid any future automatic recurring payment charges. VRG will make only a **$25 refund** to a licensee after termination if the licensee forgot to cancel their recurring payment and was charged. **Name**_____**Initial Here**_____

8. COMPENSATION UPON HIRE OR AFTER TERMINATION: Licensee shall be entitled to compensation on transaction(s) that occurred prior to the date of termination and for which licensee has not yet been paid, so long as licensee is not in default of any provision of this agreement. Licensee authorizes Broker to deduct from any commissions due at termination of this Agreement, any and all financial obligations owed to Broker that are imposed by terms of this Agreement. Furthermore, in the event licensee leaves and has transaction(s) pending that require further work normally rendered by the licensee, Broker shall make arrangements within the company to perform the required work. The Broker or licensee assigned, shall be compensated for completing the pending transaction(s) and such compensation shall be deducted from the terminated licensee's share of any commission. Any transaction(s) already in closing and brought over to VRG upon hire, or released from VRG upon termination are subject to a 10% charge of gross commissions earned by the licensee who is hiring on or terminating.

9. REFERRAL PROGRAM: Refer an agent into our firm and earn $200 (commercial) and $100 (residential) every time that agent closes a sale transaction with us. You must be an active licensee with VRG to collect this referral fee.

10. TRANSACTION MANAGEMENT & ACTIVITY REPORTING: Licensee shall report all of his/her real estate activities to their Broker/BIC within 48 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows/closings (accepted purchase agreements), cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving a licensee and his/her client. Any licensee who does not follow our closing procedures and closes a transaction without VRG first creating the transaction in our transaction management system (TC), or closes a deal with less than 50% of the required documents in the file, will be charged a $500 fee per occurrence. This fee will be deducted from the most recent deal closed, or if need be, the next deal.

11. DOCUMENTS AND FILES: All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by licensee according to the manner and term indicated in Broker’s Office Policy and Procedure Manual.

12. **FREE BUSINESS CARDS:** We offer 500 free business cards and 2 free car magnets to all agents/brokers.

You need to request these cards and magnets by filling out our order form located in our (Backoffice) within **10** days of your hire date, or you can pay for them at cost.

13. AUTOMOBILE INSURANCE: Licensee shall maintain automobile insurance coverage for liability and property damage in the minimum amounts that their state requires. Broker shall be held harmless against any claims or demands resulting from any automobile accident of licensee or as a result of licensee's default in this paragraph.

14. EARNEST MONEY DEPOSITS: Licensee acknowledges and understands that **Broker does not maintain a trust fund account** and that any earnest money deposits shall **NEVER** ever be touched by licensee**.** Licensee should notify their client(s) immediately to arrange for any earnest money deposits needing to be delivered and submitted and then it should be reported to the broker. Licensee shall not ever receive ANY funds from clients nor receive ANY cash or other types of payments from clients. **Initial Here___**

15. WIRE FRAUD ADVISORY: Do not allow any attorney, title or escrow company to send, email or fax you wiring instructions to forward to your clients, for any potential closing. Those secured instructions **NEED** be sent directly to your client(s) from the attorney, title or escrow company. **Initial Here_____**

16. BUSINESS NAMES AND LOGOS: While affiliated with VRG, licensee shall use Broker's name(s) depending on which state you are licensed in: "The Virtual Realty Group", "The Virtual Realty Group Inc.", "The Virtual Realty Group Independent", "VRG Independent", "The Virtual Realty of Pennsylvania", "AZ Virtual Realty", "Team VRG", "VRG Oregon Realty Group" and "VRG Washington Realty Group LLC", and distinctive logo on signage, stationary, websites, and/or any other marketing materials unless otherwise agreed to. Licensee agrees that VRG retains exclusive rights to these trademark logos and graphics, and licensee agrees to discontinue the use of any trademark logo and graphics immediately upon termination from VRG.

17. ADVERTISING AND SOLICITATIONS: All advertising done by licensee needs to receive prior written approval of Broker. NO TELEPHONE SOLICITATION IS ALLOWED by licensee to people who have registered their telephone numbers on a national do-not-call registry. Broker is not liable or responsible for any advertising done by licensee on its behalf and licensee agrees to hold Broker harmless of any costs, damages, legal or otherwise, specifically arising as a result of licensee's failure to comply with this.

18. LIABILITY AND HOLD HARMLESS: In addition to all other legal or equitable remedies of Broker, licensee shall indemnify and hold Broker and its owner(s), managers, affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collective "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of licensee, including, but not limited to, licensee's misrepresentation of its relationship with Broker to any third party or any action by licensee taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due to be paid in full by licensee, who hereby agrees to indemnify and hold harmless Broker or manager for all such sums.

19. INJURIES TO LICENSEE: Licensee acknowledges and agrees that Broker does not provide worker's compensation insurance for licensee as the licensee is an independent contractor. It is licensee's obligation to obtain appropriate insurance coverage for the benefit of licensee and its employees, if any, for any injuries. Licensee and its employees waive any rights to recovery from Broker for any injuries that licensee and/or licensee and/or its employees may sustain while performing services under this Agreement.

20. LICENSEE'S EMPLOYEES: Licensee's employees, if any, who perform services for Broker under this Agreement shall also be bound by the provision of this Agreement. Licensee's responsibilities include advising its employees of the terms of this Agreement and supervising their activities to ensure their compliance with all of its terms. At the request of Broker, licensee shall provide evidence that such persons are licensee's employees and are bound by the provisions of this Agreement.

21. WORKING PLACE: Broker does not provide an office space for the licensee. Licensee may work from home, personal office, vehicle or any other places of licensee's choice. However, licensee is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Licensee shall be accessible by phone, fax, e-mail or postal mail, and respond to voicemails, text messages or emails within a reasonable time frame.

22. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall be valid and enforceable.

23. APPLICABLE LAW: This Agreement is entered into the state in which the licensee is licensed, and shall be governed by the laws of that State. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the state in which licensee is licensed.

24. TERMINATION OF AGREEMENT: This Agreement may be terminated by either party, any time, with or without cause. Even after termination, this Agreement shall govern all disputes and claims between Broker and licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services. If Licensee terminates for any reason, Licensee must notify their Broker, support staff or management via text, email or phone call, of said termination. Licensee must also cancel their recurring membership payment through Paypal, or their bank account if they paid with a credit card.

25. DISPUTE RESOLUTION: Mediation: Mediation is recommended as a method of resolving disputes arising out of this Agreement between Broker and licensee. Arbitration: All disputes or claims between licensee and other licensee(s) associated with Broker or manager, or between licensee and Broker or manager, arising from or connected in any way with this Agreement, which cannot be adjusted between the parties involved, then arbitration shall be pursuant to the rules of law in the state in which the licensee is licensed in. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, et seq., shall govern this Agreement.

26. LICENSEE AGREES AND UNDERSTANDS THAT: VRG has an Office Policy and Procedure Manual which contains important information about the Company's general office policies. Licensee is expected to read, understand, and adhere to VRG's office policies. The Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the manual, with or without prior notice. The Office Policy and Procedure Manual contains Broker's Policy against Harassment. Licensee agrees to comply with all aspects of the policy against sexual harassment and other forms of harassment.

27. TEAM NAMES AND DBA's: Licensees are free to form teams to conduct business, or use a team name in their business. However, any team name that is used in **ANY** type of marketing must be approved by the state real estate commission in which they are licensed in, and their broker. Team names, nicknames, DBA's, not approved by your state real estate commission, or names that confuse the general public to whom the actual broker is, are prohibited.

Acknowledgement of Independent Contractor Agreement:

I_____, the undersigned associate licensee do hereby acknowledge that I have read The Virtual Realty Group Independent Contractor Agreement and agree to abide by its provisions during my association with The Virtual Realty Group. Licensee acknowledges receipt of a copy of this agreement for their records.

Licensee Print Name _____

Licensee Signature _____ Date _____

VRG Broker/Manager Print Name _____

VRG Broker/Manager Signature _____ Date _____

Office Policy and Procedure Manual

Introduction:

Broker: Is duly licensed in multiple states, under the names of “The Virtual Realty Group”, “The Virtual Realty Group Inc.", “The Virtual Realty Group Independent", “VRG Independent”, "The Virtual Realty of Pennsylvania", "Team VRG", "VRG Oregon Realty Group" and "VRG Washington Realty Group LLC". Broker will keep all license(s) current during the term of this Agreement.

The Virtual Realty Group (VRG) is a full-service real estate brokerage with its corporate office located in Irvine California. We are committed to the very highest level of professionalism to our local and national clients. Our main goal is to have complete customer satisfaction. This Policy and Procedure Manual is a reference guide on how to conduct business on a day to day basis. This is only a guide; Associate Licensee (agent) should always use their professional judgment. Associate Licensee (agent) understands they are not an employee of The Virtual Realty Group, but an independent contractor. Licensee is under the direction of the broker or manager as the results of the work, but not by the methods by which such results are accomplished and will execute an Independent Contractors Agreement that defines this relationship in detail.

Philosophy of Our Company:
This office is committed to providing the highest quality service to our clients and the professionals with whom we work. It is the policy of this company to conduct ourselves at all times in the highest ethical, professional and competent manner when dealing with our clients, associates and the professionals of this company, other companies, other professionals and members of the general public. Achieving a reputation for service and excellence above and beyond the standards of our competition is something we always strive for. Achieving that reputation comes from a dedication to consistent service, focused agency activities and ethical business practices.

Office Policy and Procedure Manual:
The general purpose of this office policy and procedure manual is to establish a uniform system of daily conduct by and between us when dealing with each other, our clients, associates and employees of this company, other companies, other professionals and members of the public. We provide you with policies and guidelines to help better your quality of service to clients and avoid disputes with and liability to others.

Incorporated Items:
The following items are incorporated into this manual by reference whether or not the items are attached or whether you are a Realtor® or not.

- Real Estate Law in the state you are licensed in.
- The Bylaws, Rules and Regulations of the National, State and Local Associations of any state we are licensed in.
- Realtors®, of which this Company is a member, including the Code of Ethics and Standards of Practice of the National Association of Realtors®.
- The Bylaws, Rules and Regulations of the various Multiple Listing Services (MLS’s) of which this company is a member.

Working Place:
Broker **does not** provide an office space for the Licensee. Licensee may work from home, personal office, car or any other place of licensee's choice. However, licensee is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Licensee must be accessible by phone, fax, e-mail or postal mail, and respond to voicemails within a reasonable amount of time.

Relationship of Licensee and Term:
Licensee is not an employee, but rather an independent contractor who shall agree to our Independent Contractor Agreement. You do not have an employee employer relationship with this company. You are considered an independent contractor for all purposes. You are associated with the Company for an unspecified term on an at-will basis. Except where it is otherwise expressly agreed in writing with the company, either party may terminate their association at any time with or without cause or reason. This office maintains the absolute rights to transfer, demote, suspend and administer independent contractor discipline at any time, for any reason, if the need arises.

You are advised, however, that any violation of the following could be cause for immediate termination of your association with us.

- The policies in this manual
- The terms of any Broker/Associate licensee contract
- The Real Estate License Law
- Any conviction of any illegal act or any dishonest or unethical act

This office is committed to Equal Opportunity in the workplace and maintains a policy to employ, retain, promote, terminate, and otherwise treat all associates and job applicants on the basis of merit, qualifications, and competence.

Supervision:
Licensee shall work under the supervision of their Managing Broker. Licensee assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain listings and sales/rentals of property for the parties' mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that licensee commits no act of any type for which the Real Estate Commission of any state is authorized to suspend or to revoke a license. Licensee shall be familiar with, and comply with all applicable 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 and other settlement service providers pursuant to the state in which they are licensed in & the Real Estate Settlement Procedures Acts (RESPA).

Licensee's Employees:
Licensee's employees, if any, who perform services for the broker under this agreement shall also be bound by the provision of this agreement. A licensee's responsibilities include advising its employees of the terms of this agreement and supervising their activities to ensure their compliance with all of its terms. At the request of broker, licensee shall provide evidence that such persons are licensee's employees and are bound by the provisions of this agreement.

Transaction Management System:
All Licensees shall use the company approved free online transaction management system (TC) on all real estate transactions, or elect to pay VRG to manage the uploading of all

documents and paperwork. All transaction files shall be complete with all the necessary documents in place and certified by the broker or manager before payments of any commissions will be released to the licensee regardless if a deal has closed or not. In the state of Washington, if you have held your real estate license for less than 30 (thirty) months, all contracts, listings, and offers must be approved by your Managing Broker before submittal to the client.

Commission Rebates, Discounts or Credits:
Licensees with The Virtual Realty Group are free to negotiate their commissions in accordance with real estate law in the state in which you are licensed in. VRG will not participate in any discounting of commissions that the licensee offers their buyers or sellers. All fees owed to The Virtual Realty Group are based on the total "Gross" commissions paid on a transaction, or a previously signed separate commission agreement, not the rebated, discounted or credited commission paid.

Compensation, Fees and Commissions, See Also ICA:
1. All commissions earned by an licensee of The Virtual Realty Group from a transaction in which you are the listing agent, selling agent or both, and for which you are the procuring cause, will be paid directly to you from the closing company in which that transaction is currently held. You will be paid based on the Commission Plan you have selected in the Independent Contractor Agreement (See ICA section 6.7) unless a different schedule has been agreed to, in or attached to a Agent contract. All payments due you are conditioned upon review and certification of your transaction file by the broker.

2. Any fees owed to The Virtual Realty Group from a non "transaction" commission payment can be made via the company PayPal account or other source such as Venmo or Zelle. Any fees that VRG may owe one of our licensee's for recruiting fees, referral fees, or any other fees will be paid to the licensee via the company PayPal account, company check, wire, Venmo or Zelle, at the discretion of The Virtual Realty Group.

3. Deductions- All expenses of any kind incurred by the broker on your behalf, including fees that you have agreed to pay the broker but have not been paid, will be deducted from payments due you.

4. "Double Ending" a Deal- Any deal where licensee has 2 sides of a transaction, VRG will collect fees for both sides of the transaction based on the appropriate commission plan you are on. Call for details*.

6. Compensation Disputes- If a dispute of any kind involving the compensation including, among other things, payment of the compensation, the amount of the compensation, or the parties entitled to the compensation, exists between or among any of the following: broker, you and another broker, a principal, or any other party involved in a transaction, the compensation will be held by the broker or manager until the dispute is resolved. You agree the broker will incur no liability for withholding payment until all disputes are fully resolved.

7. At no time is a licensee with VRG to request, receive, ask or authorize any closing company to release a commission check on a transaction you may be involved in. All transaction files shall be completed in our online Transaction Management system (TC) and have been certified by the manager or broker, before a licensee can be paid directly from a closing. Unauthorized release of a commission check to a licensee is grounds for immediate termination.

Tax Reporting:
At the end of each calendar year or as soon after as possible, all licensee's should provide the Internal Revenue Service accurate records of income earned and expenses incurred during the calendar year which may or may not have significant tax consequences. All agents are encouraged to keep accurate records of earnings and expenses. Licensees are also encouraged to get tax advice regarding these matters. VRG will **not** issue an IRS 1099 to a licensee unless we were issued one on behalf of a transaction licensee was involved in, or if we physically paid you on a transaction from one of our bank account(s).

Real Estate Forms:
All forms used for any transaction shall be state approved. Questionable forms shall be approved by our broker / manager for the state in which you are licensed.

Proprietary Information / Confidentiality:
You agree that you will not furnish to any person, business, real estate brokerage or any other entity presently existing, or to be formed in the future, any information regarding the Broker's clients, customers, properties, prices, or terms of negotiations including the broker's policies and relationships with clients, customers or other business relations and/or the broker's business along with the following: Any files, Maps, Books, Publications, Records, Prospect or client lists, Sales plans Programs, Materials, Manuals, Forms, Brochures, Training material, Listing, sales materials, any other material, files, records or data provided by Broker.

Any such items in your possession will be returned to the broker within 24 hours after your termination from this office. You expressly agree that all such items are the property of the broker and you will not use these materials in connection with any real estate business carried on by you, either alone or with other individuals or entities.

The broker agrees that you are entitled, at your own expense, to photocopies of any records and files in which you have a bona fide personal, legal, or economic interest; and you may access such files only for such purposes. You agree not to sell, market to, or otherwise solicit or encourage any clients of the broker, particularly sellers with whom the broker presently holds listing agreements, to terminate their relations or contracts with the broker.

Department of Real Estate- Licensing and Education:
As a licensee with The Virtual Realty Group, you are required to maintain a valid real estate license in the state in which you are licensed in and keep it in good standing while associated with this company. If your license expires, is suspended or revoked, you may not engage in any activities on behalf of this company for which a real estate license is required. The broker may designate another company licensee to handle your prospects, listings and transactions during any time your license lapses, and allocate such reasonable compensation to that licensee for work performed. Licensee is responsible to meet the education requirements of the state in which you are licensed in. If an licensees license status shows "expired" on the website of the state in which you are licensed in at any time, licensees appointment will be suspended with our company until the status is back to "active" or "good standing".

Property Management
An active real estate license is required for anyone interested to pursue property management. It is an activity that very few licensees engage in. If you have an interest in this, please call us.

Error and Omissions Insurance:
All real estate transactions are covered under our company E & O Policy through our insurance carrier. Licensee is responsible for any deductible with respect to E and O claims regarding transactions brokered through The Virtual Realty Group or any of it's DBA's. In general, the limits of liability are $1.0M per claim and $1.0M aggregate, different limits may apply in Oregon and Washington where we have separate coverage (call for details). We have never had to use this insurance, and don't plan to.

Automobile Insurance:
All licensees of The Virtual Realty Group (if you own a car) shall have current automobile insurance. You shall maintain on file with this office proof of current insurance coverage for liability and property damage in

the minimum amounts that your state requires. VRG shall be held harmless against any claims or demands resulting from any automobile accident of licensee or as a result of licensee's default in this paragraph.

Trust Funds and Earnest Monies:
Licensee acknowledges and understands that Broker **DOES NOT** maintain a trust fund account and that any earnest money deposits shall NEVER ever be touched by licensee. **DO NOT** touch client's checks, monies or funds. The mishandling of trust funds is the number one reason real estate agents and brokers have their licenses suspended or revoked. Under **NO** circumstances is a licensee to accept earnest money deposit checks, monies or funds. Licensee should notify their client(s) immediately to arrange for any earnest money deposits needing to be delivered and submitted and then it should be reported to the broker. Do not handle money in any form including check, money order, cash or otherwise, regarding good faith deposits, appraisals, home inspections, repairs, credit reports, or other service providers. Have your client deliver or send closing deposits directly to the closing company, or pay for inspections or appraisals at time of service. Give clients information needed for them to mail or drop off deposits directly to the closer within three business days after acceptance of an offer.

WIRE Fraud Advisory: Do not allow any attorney, title or escrow company to send, email or fax you wiring instructions for you to forward to your clients, for any potential closing. These secured instructions **NEED** to be sent directly to your client(s) from the attorney, title or escrow company.

Marketing and Advertising:
All advertising and marketing materials need receive approval from the broker or manager of VRG. All licensees shall strictly adhere to any state or federal "do not call" list regulations. Failure to do so may result in immediate termination.

Discrimination:
The Virtual Realty Group does not discriminate, nor should licensee, based on race, color, religion, sex, national origin, family status, sexual orientation or disability. It is the law. All licensees are expected to assist all customers to purchase, sell or obtain financing.

Maintaining Files:
Your files are a record of every event relative to your dealings with your clients on a listing or sale transaction. You shall retain copies of all listings, deposit receipts and other documents executed by you or obtained by you in connection with a real estate transaction, whether the sale is consummated or not. You shall maintain a neat and orderly file on every listing and sale on which you work. All files are property of the company and are to remain either in your possession or the company's until the file is closed.

Litigation and Claims Handling: You are required to:
Promptly notify your broker / manager of any claim or potential claim made against you and or the company. This includes any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a Lawsuit, arbitration or mediation process; or any written or verbal notice or threat that anyone intends to hold you and/or the company responsible for any alleged wrong doing. Cooperate with the company in the defense of the claim. Promptly pay to the company any amounts due here under upon notice to you from the company. This includes attorney's fees, and the cost of any settlement or a judgment (collectively the "costs of defense"), shall be allocated between the company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction that led to the claim, whether or not the transaction actually closed
You will be responsible for all costs of a claim if you fail to follow any law, regulation or company policy as set forth in this policy manual, and that failure results in a judgment or other final adjudication based on that failure. You will be solely responsible, and shall reimburse the company, for all the company's costs of defense if a judgment or other final adjudication on any claim adverse to the company arises from you that establishes dishonest, fraudulent, criminal, or malicious acts, errors of omissions were committed or results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties, or establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other unlawful classification.

Disputes During Closing:
If a dispute arises during closing between buyer and seller, buyer, the cooperating broker and/or the company, which cannot be resolved by negotiations between the parties and the agent(s) involved, and the company determines that it is in the best interest of the company to resolve the matter during escrow rather than risk a potential claim or litigation after closing; then company broker has the right to negotiate a resolution of the dispute which may involve a reduction in the commission to be received, or a credit given to one of the parties. In that event, and regardless of actual company or agent liability or responsibility in the dispute, the agent(s) and the company will participate in the commission reduction or credit pro rata.

Sexual Harassment Policy:
The Virtual Realty Group disapproves of and does not tolerate Sexual harassment or harassment of any kind. All licensees shall avoid offensive or inappropriate sexual behavior and are responsible for assuring that their workplace is free from sexual harassment at all times. The Virtual Realty Group prohibits: unwelcome sexual advances, requests for sexual acts or favors, with or without accompanying promises, threats or reciprocal favors or actions, or other verbal or physical conduct of a sexual nature which creates a hostile or offensive working environment. Complaints of sexual harassment will be promptly and carefully investigated, and all licensees are assured that they will be free from any reprisal or retaliation from filing such complaints. Any licensee who has a complaint of sexual harassment by anyone should immediately bring the complaint to the attention of the broker. Office investigations will include interviews with all relevant persons, including the complainant, the accused, and other potential witnesses. Licensees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept strictly confidential. The broker will review findings with the complainant at the conclusion of the investigation. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to an including termination will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are acquainted with this sexual harassment policy and to avoid sexual harassment in the future.

Buying, Selling or Renting Your Own Properties RULES:
You can buy **but not sell or rent** your own properties in accordance with our E&O policy provided below. In order to sell or rent your own property, you must have your own purchased error and omissions (E&O) insurance policy in place (inexpensive), naming our company and your broker as additional insured, before any personal listing or rental is started**. A copy of this policy is to be sent to your broker in advance of any listing or rental of your own property. Our E&O **will NOT** cover your personal listings or rentals. **Name**_____ **Initial Here**_____

- We need complete documentation on any personal transaction you do whether it was entered into a MLS or not.
- An accredited written home inspection report was issued in connection with the transaction or a waiver was executed by you the buyer/agent.
- A home warranty was purchased by you the buyer/agent or paid for by the seller or a waiver was executed by you the buyer/agent.
- An approved state “Purchase Contract” was used in the transaction.
- You agree to indemnify and hold harmless the broker from any and all claims against you and/or your broker in charge or manager arising out of your personal purchase transaction(s).
- The purchase of your properties is treated as a normal transaction in regards to the commission plan you have chosen in the independent contractor agreement (See ICA section 6.7), and what is owed to VRG. The Virtual Realty Group will collect the appropriate commission fee based on that plan, regardless if the home was on any MLS or not.
- We **do not allow** transactions which contain language referring to "purchase/lease", "rent to own", or "assignee or wholesaling" options in any part of any contract, counter offers, addendums etc, without prior written consent from your Broker in Charge.

- If you are not taking a commission on the purchase of your own properties, we will base our fee owed at closing on the commission plan you chose in the ICA. If you're on the 90%-10% plan for example, we'll base our 10% fee on 2.5% of the closed sales price, or the commission offered. On rentals, we will take 10% of the commission offered. If no commission is offered, we base our 10% on 2.5% of the yearly rental lease. Usually a very small number. If you buy your own properties with or without a commission offered, regardless if it was on the MLS, the above will apply as well. In summary, we earn our respective fees regardless of whether the sale, purchase or rental was your personal property transaction or not. Call for more details and clarity.

Listings:
Any listing(s) taken by an licensee shall be uploaded to our Transaction Management system (TC) and a copy of the listing agreement supplied to VRG within 48 hours of taking the listing(s). Listing(s) are the property of the brokerage. Listings not in an open closing are only released upon termination on a case by case basis depending on particular situation of licensee and objectives of seller. Within 48 hours after notice of termination by either party, licensee shall provide broker or manager with a list of all active listing(s) taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the company in accordance with the terms of your ICA, or other written agreement.

Loan Modifications or Business Brokering
We do **NOT** allow loan modifications or business brokering as a licensee of our company. We do not carry E&O insurance for this type of activity. Performing either of these activities will be grounds for termination from our company.

Short Sale Negotiating
We allow the negotiating of short sales by a licensee of The Virtual Realty Group only after approval is given by your manager or Broker in charge.

Garnishing of Wages:
The Virtual Realty Group does not participate in any "garnishing, collecting, holding, or securing" of your wages in any fashion. If any entity including city, county or state "asks, demands or requires" us to garnish your wages for any reason, we reserve the right to terminate your license and affiliation with us at any time. Some of the reasons for garnishment could include child support, alimony or taxes, just to name a few. We are simply not set up from an administrative stand point to be able to handle the many jurisdictions, paperwork and recording keeping that would be involved.

Termination:
Your association with the company can be terminated by either party, with or without cause, at any time upon written notice given to the other party. If this agreement is terminated while you have listings or pending transactions that require further work normally rendered by you, the broker may make arrangements with another salesperson in the company to perform the required work. The licensee performing the work shall be reasonably compensated for completing the work, and such reasonable compensation shall be deducted from your share of the commission. At no time will commission plan payment refunds be given to an agent or broker associate upon termination unless otherwise agreed to in writing, in advance.

Office Meetings and Email:
The Virtual Realty Group does not hold weekly office meetings because we have no offices for you to come in to. Licensee may work from home, personal office, vehicle or any other places of licensee's choice. In lieu of such meetings, broker or manager will communicate important announcements via e-mail, phone or text. You shall have a working e-mail address and check it regularly, including spam.

Acknowledgement of Office Policy and Procedure Manual:

I_____, the undersigned associate licensee do hereby acknowledge that I have read The Virtual Realty Group Office Policy and Procedure Manual and agree to abide by its provisions during my association with The Virtual Realty Group. Licensee acknowledges receipt of a copy of this agreement for their records.

Licensee Print Name _____

Licensee Signature _____ Date _____

VRG Broker/Manager Print Name _____

VRG Broker/Manager Signature _____ Date _____