

INDEPENDENT CONTRACTOR AGREEMENT

(Between Broker and Associate-Licensee)

This Independent Contractor Agreement (“Agreement”), dated, is made between Real Estate eBroker Inc./REeBroker (“Broker”) and (“Associate-Licensee”).

In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. BROKER: Broker represents that Broker is duly licensed as a real estate broker by the State of California, doing business as REeBroker. Broker shall keep Broker’s license current during the term of this Agreement.

2. ASSOCIATE-LICENSEE: Associate-Licensee represents that he or she is duly licensed by the State of California as a real estate broker or salesperson. Associate-Licensee shall keep his/her California DRE license current during the terms of this Agreement, including satisfying all applicable continuing education and provisional license requirements.

3. BROKER AND ASSOCIATE-LICENSEE RELATIONSHIP:

3.1. Broker and Associate-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 Associate-Licensee.

3.2. Associate-Licensee assumes and agrees to perform no other activities other than those regulated by the Department of Real Estate in association with the Broker, except to solicit and obtain listings and sales of real estate for the parties’ mutual benefit, and to do so in accordance with the law and with the ethical and professional standards as required, so that the Associate-Licensee commits no act of any type for which the Real Estate Commissioner of the State of California is authorized by section 10176 of the California Business and Professions Code to suspend or to revoke a license.

Associate-Licensee must obtain written approval from Broker to perform other business such as processing loans, BPO, property management, loans modification, legal consultation, etc.

3.3. Broker shall not limit Associate-Licensee’s activities to geographical areas, by 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 the Broker. Associate-Licensee agrees and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee and other Licensees of Broker. Associate-Licensee must provide the Broker a completed file of each closed transaction with all necessary documentation.

3.5. Associate-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 Associate-Licensee unless the Broker specifically authorized it in writing.

3.6. The Broker will provide workers’ compensation insurance for Broker’s own benefit but this fact shall not create an inference of employment and Associate-Licensee shall not be treated as an employee for state and federal tax purposes.

3.7. Associate-Licensee is considered to be an Independent Contractor for tax purposes and will receive IRS Form 1099-MISC at the end of each calendar year. The Broker will NOT withhold taxes or Social Security from Associate-Licensee’s compensation. Payment of taxes and Social Security contributions are Associate-Licensee’s responsibility. Associate-Licensee is also considered an independent contractor for purposes of Unemployment Insurance.

4. BUSINESS EXPENSES: Broker shall not be liable to Associate-Licensee for any expenses incurred by Associate-Licensee or for any of its acts. Associate-Licensee agrees to provide and pay for all necessary professional licenses and dues. Associate-Licensee understands and agrees that Broker shall not provide any office, place of business, supplies, advertisements or marketing materials, and that Associate-Licensee is responsible for conducting business at his/her own cost, if any. Broker shall not be liable to reimburse Associate-Licensee for any expenses.

5. LICENSED ACTIVITY: Associate-Licensee shall be familiar and comply with, all applicable laws, policies, and procedures, including, but not limited to, anti-discrimination laws and restrictions against giving or accepting a fee, or other thing 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 California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).

6. COMPENSATION: Compensation shall be charged to the parties who enter into listing or other agreements for services requiring a real estate license. Associate-Licensee may use its own discretion regarding what commission fee to charge its clients for these services. Associate-Licensee shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason.

6.1. BROKER COMPENSATION: Broker compensation shall be charged to the parties who enter into listing or other agreements for services requiring a real estate license. Broker's fees are provided in Addendum No.1 of this agreement and shall be payable only after the transaction has been closed, except as may otherwise be agreed by Broker and Associate-Licensee before completion of any particular transaction.

6.2. ASSOCIATE-LICENSEE COMPENSATION: Associate-Licensee shall receive a commission split agreed upon in Addendum No.1 of this agreement. This compensation is payable out of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause. This amount shall be payable immediately after all necessary documentation is received concerning these services, except as may otherwise be agreed upon by Broker and Associate-Licensee before completion of any particular transaction. Associate-Licensee may receive his/her commission directly from escrow, if the completed transaction file was presented for Broker's review a minimum of two (2) business days before close of escrow.

6.3. RISK-MANAGEMENT FEE: The risk-management fee shall be deducted by the Broker from the associate licensee's earned gross commission and will be used by the company to offset the cost of E&O insurance, settlements, judgments, legal fees, costs of claims and litigation and other risk-management costs. The risk-management fees are listed in Addendum No. 1 of this agreement.

6.4. REFERRAL COMPENSATION: Associate-Licensee may receive a referral fee or some other sort of compensation from another broker, agent or company. The referral fee must be paid to Broker. Associate-Licensee can't directly accept a referral fee. Broker's fees for referral are provided in Addendum No. 1 of this agreement.

6.5. BROKER PRICE OPINIONS (BPO): With Broker's approval, upon performing Broker's Price Opinions (BPO), the agent is permitted to receive checks directly from the company for which the BPOs are submitted. Broker's fees for BPO are provided in Addendum No. 1 of this agreement.

6.6. COMPENSATION AFTER TERMINATION: Upon termination of this agreement, payments under this section shall cease; provided, however, that so long as Associate-Licensee is not in default of any provision of this Agreement, Associate-Licensee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Associate-Licensee has not yet been paid. Associate-Licensee authorizes Broker to deduct from any commissions due at termination of this Agreement all financial obligations owed to Broker that are imposed by terms of this Agreement. Furthermore, in the event Associate-Licensee leaves the Broker and has pending transactions that require further work normally rendered by the Associate-Licensee, Broker shall make arrangements for Broker or another Associate-Licensee in the company to perform the required work, and the Broker or Associate-Licensee assigned shall be compensated for completing the details of pending transactions and such compensation shall be deducted from the terminated Associate-Licensee's share of the commission.

6.7. RECRUITMENT INCENTIVE COMPENSATION: If Associate-Licensee refers other agents to join Broker, Associate-Licensee may receive recruiting compensation from the Broker. The amount and requirements to receive recruitment compensation are provided in Addendum No. 1 of this agreement.

6.8. DIRECT COMPENSATION TO ASSOCIATE-LICENSEE: Associate-Licensee cannot directly receive any compensation for performing real estate business without Broker's approval.

6.9. ADVANCE FEE: Collecting advance fee from a client is prohibited for Associate-Licensee.

7. 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 Associate-Licensee according to the manner and term indicated in Broker's Office Policy Manual.

8. AUTOMOBILE INSURANCE: Associate-Licensee shall maintain automobile insurance coverage for liability and property damage. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of Associate-Licensee.

9. TRUST FUND (EARNEST MONEY DEPOSIT) HANDLING:

According to Business and Professions Code and Commissioner's Regulation, trust funds received **MUST** be placed into a neutral escrow depository (escrow/title company), or a trust account maintained by the Broker no later than three business days after receiving the funds. Associate-Licensee must follow Broker's instructions listed on the REeBroker Web site when handling the earnest money funds. Associate-Licensee shall never receive funds from clients in its personal or in its Company name nor receive any cash payments from clients.

10. FICTITIOUS BUSINESS NAMES AND LOGOS: While affiliated with Broker, Associate-Licensee shall use Broker's name "REeBroker" or "Real Estate eBroker" or corresponding distinctive logo on signage, stationery, Web sites, and/or any other marketing materials. Associate-Licensee agrees that Broker retains exclusive rights to the "Real Estate eBroker" and "REeBroker" trademark logo and graphics. Associate-Licensee agrees to discontinue the use of the REeBroker trademark logo and graphics immediately upon the termination of this Agreement.

11. ADVERTISING AND SOLICITATIONS: All advertising done by Associate-Licensee must receive prior written approval of Broker. **NO TELEPHONE SOLICITATION IS ALLOWED** by Associate-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 Associate-Licensee on its behalf and Associate-Licensee agrees to hold Broker harmless of any costs or damages, legal or otherwise, specifically arising as a result of Associate-Licensee's failure to comply with the guidelines outlined in this paragraph.

12. LIABILITY: In addition to all other legal or equitable remedies of Broker, Associate-Licensee shall indemnify and hold Broker and its owner(s), 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 (collectively "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of Associate-Licensee, including, but not limited to, Associate-Licensee's misrepresentation of its relationship with Broker to any third party or any action by Associate-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 Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums.

13. INJURIES TO ASSOCIATE-LICENSEE: Associate-Licensee acknowledges and agrees that Broker will provide workers' compensation insurance for Broker's own benefit and for Associate-Licensee only (not for **Associate-Licensee's employees**). It is Associate-Licensee's obligation to obtain appropriate insurance coverage for the benefit of Associate-Licensee and its employees, if any, for any injuries. Associate-Licensee and its employees waive any rights to recovery from Broker for any injuries that Associate-Licensee and/or its employees may sustain while performing services under this Agreement.

14. ASSOCIATE-LICENSEE'S EMPLOYEES: Associate-Licensee's employees, if any, who perform services for Broker under this Agreement, shall also be bound by the provision of this Agreement. Associate-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, Associate-Licensee shall provide evidence that such persons are Associate-Licensee's employees and are bound by the provisions of this Agreement.

15. WORKING PLACE: Broker doesn't provide an office space for the Associate-Licensee. Associate-Licensee may work from home, personal office, vehicle or any other locations of Associate-Licensee's choice. However, Associate-Licensee is responsible to store all transaction documents in a secure place and be able to present them at the Broker's request within 24 hours. Associate-Licensee must be accessible by phone, fax, e-mail and postal mail, and respond to voicemails within a maximum time frame of 24 hours. Broker may register Associate-Licensee office as a REeBroker branch, if Associate-Licensee requests it.

16. ACTIVITY REPORTING: Associate-Licensee is required to report all his/her real estate activities to the Broker within 48 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows (accepted purchase agreements), earnest money deposits, cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving an Associate-Licensee and his/her client(s). Proper reporting is when the Associate-Licensee opens a new transaction, makes changes, uploads documents or writes notes in the transaction file on the Broker's Web site.

17. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement, whether verbal or written. This Agreement supersedes any prior written or verbal 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 continue to be valid and enforceable.

18. APPLICABLE LAW: This Agreement is entered into in the County of San Diego, California, and shall be governed by the laws of the State of California. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the County of San Diego, State of California.

19. 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 Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions and services.

20. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE: The Associate-Licensee will have access to and become acquainted with various trade secrets and Confidential Information which are owned by the Broker. "Confidential Information" means any information identified or reasonably identifiable as confidential and not generally available to third parties. Associate-Licensee shall keep confidential and not disclose, directly or indirectly, to anyone, or use Confidential Information during the period of association with Broker and after termination of this agreement. Under no circumstances shall Associate-Licensee seek to derive benefit from such Confidential Information.

20. ASSOCIATE-LICENSEE AGREES AND UNDERSTANDS THAT:

20.1. Real Estate eBroker Inc. Office Policy Manual contains important information about the Company's general office policies. Associate-Licensee is expected to read, understand, and adhere to Broker's policies. The Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the Manual, with or without prior notice.

20.2. Office Policy Manual contains Broker's Policy against Harassment. Associate-Licensee agrees to comply with all aspects of the policy against sexual harassment and other forms of harassment.

20.3. Associate-Licensee's signature below certifies that he/she has read Broker's Office Policy Manual and agrees to abide by its provisions during his/her association with Broker. It supersedes all prior agreements, understandings, and representations concerning Associate-Licensee's association with the Company.

[ADDENDUM No.1 \(Split, Fees, Fines and Charges\)](#)

Real Estate eBroker
Broker Vygandas Anthony Razhas

Please print this agreement for your records.