



SWEETGROUP
— R E A L T Y —

INDEPENDENT CONTRACTOR AGREEMENT

Between: SWEET GROUP REALTY, LLC, an Idaho Limited Liability Company, with its principal office located at 3363 E Presidential Dr, Suite 103, Meridian, ID 83642, and any parents, subsidiaries, assumed business names and other alter egos of the foregoing (hereinafter “Company” or “Sweet Group Realty”);

And: [name] _____
*(List entity name **only** if license is held in the name of an entity approved by the applicable state real estate commission. Must include entity designation if listing an entity name. DBAs not accepted.)*

[address] _____

[address] _____

[phone] _____ [email] _____

Idaho Real Estate License No. _____

Other Real Estate License(s) No.(s) _____

(hereinafter “Contractor”, “Independent Contractor” or “You”);

Effective Date: the _____ day of _____, 20_____.

Sweet Group Realty/Company and Contractor/Independent Contractor are each referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS

- A. Contractor is duly licensed with each of the state(s) listed above to do business as a real estate licensee and Contractor wishes to affiliate and place his/her/its license with the Company and the Company desires to allow Contractor to affiliate with it on the terms and conditions set forth herein.
- B. Company desires and intends to associate with Contractor with certain, defined discrete and unique projects, tasks, business opportunities, advice and consultation, and other services, all for the benefit of Company, but only provided that Contractor maintains the confidentiality of Company’s trade and business secrets and customer information;

- C. Contractor is agreeable to performing services for Company because it is expected that Contractor will realize financial and pecuniary gain as a result of his/her/its relationship with Company.

AGREEMENT

WHEREFORE, the parties acknowledge the understandings expressed in the above Recitals, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following words and terms shall have the following meanings, unless otherwise indicated:
 - 1.1. “*Agreement*” shall mean this Independent Contractor Agreement.
 - 1.2. “*Confidential Information*” means all trade secrets of Company and all other information regarding Company or its business activities, existing now or in the future, including but not limited to (i) all technical, scientific, financial and marketing information regarding Company; (ii) all other information regarding Company’s research, product development plans, products, product specifications, production techniques, suppliers, market studies, merchandising and selling techniques, mode of operation, system of performing services, price lists, prospects, customers, support and training procedures, personnel, operating policies, future plans and business strategies, written or electronic data and proprietary notes; (iii) information regarding any current and prospective clients, including lists, contact information, descriptions of needs or preferences; (iv) the fees, receipts, commissions and other earnings of Company from its customers and clients; (v) financial information and accounting procedures; (vi) sales, marketing and e-commerce strategies; (vii) employee compensation structures and strategies; (viii) all information received by Company from others subject to an obligation to maintain the confidentiality thereof; and (ix) any of the foregoing that is stored, maintained, or used on any computer programs or databases. Confidential Information may be tangible or intangible and may exist in any form or medium, including, but not limited to, written information on a hard copy or paper document and information that is stored electronically or digitally on a computer or other memory device, magnetic recordings, photographs, and video-graphic recordings. Such Confidential Information is not necessarily stamped, marked or otherwise designated as confidential.
 - 1.3. “*termination of any association between Company and Contractor*” shall mean the conclusion, end or termination of any relationship between Company and Contractor, including but not limited to those of principal and agent, master and servant, independent contractor, consultant, officer, director, shareholder, and the like, for any reason whatsoever.
2. **Company’s Scope of Services.** As relevant to this Agreement, the parties understand the scope of business services offered by Company is the provision of professional real estate services relative to regulated real estate transactions as defined by the Idaho Real Estate License Law, chapter 20, title 54, Idaho Code, as now existing or hereafter amended.

3. **Referral of Business by Contractor to Company.** From and after the Effective Date of this Agreement and until such time as the termination of any association between Company and Contractor, Contractor agrees to exclusively refer business to Company in the nature of the scope of services described above in paragraph 2. Contractor shall use his/her/its best efforts to refer said business to Company, to the exclusion of referral to any other person or entity.

4. **Contracting Status, Statement of Agency.** From and after the Effective Date of this Agreement and until such time as the termination of any association between Company and Contractor, Company associates with Contractor, and Contractor accepts said association, as an “Independent Contractor” as defined under Section 3508 of the Internal Revenue Code of the United States 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 Company. 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.
 - 4.1. 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.
 - 4.2. 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 understands that Company is legally accountable for the activities of the Contractor. Contractor further agrees that they will follow all local, state, and federal laws regarding business permits and licenses that may be required to carry out their business.
 - 4.3. *Workers’ Compensation Insurance 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 Company 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 Company, 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 Company, 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.
 - 4.4. *Taxation.* Independent Contractor understands that Independent Contractor is entering into this Agreement as an Independent Contractor and not as an employee. Company will have no responsibility to withhold or pay any income or other taxes on Independent Contractor’s compensation or to provide any insurance, retirement or other employee

benefits to Independent Contractor. Independent Contractor will not be treated as an employee with respect to services rendered by Independent Contractor pursuant to the Agreement for federal/state/local tax purposes.

5. **Term, Termination.** The covenants, promises, duties, obligations, and rights contained herein are effective on the Effective Date of this Agreement, as specified above, and continue perpetually until such time as Company or Contractor cease to exist, or until such time as (i) the occurrence of the suspension, revocation or termination of Contractor's or Company's real estate license for any cause or reason whatsoever, in which case termination shall be effective coincident to such an event (ii) upon written notice, with or without cause, from either party to the other party of the intent to terminate this Agreement for breach of any provision hereof, in which case termination shall be effective ten (10) days thereafter if the event of breach is not cured, or (iii) upon written notice from either party to the other party of the intent, with or without cause, to terminate this Agreement, in which case termination shall be effective thirty (30) days from the date of the written notice. Notwithstanding the above and foregoing, Company shall have the right to terminate this Agreement immediately if Contractor commits fraud, deceit, or misrepresentation incident to Contractor's performance under this Agreement. *In the event of termination of this Agreement, the duties and obligations of Company and Contractor set forth in this paragraph of this Agreement shall survive termination of this Agreement, and such other provisions and paragraphs hereof expressly designated as surviving termination shall further survive termination of this Agreement.*
 - 5.1. Upon termination of this Agreement, for any reason, Contractor agrees to cease use of any and all sales materials or similar items that bear the name, logos, registered trademarks or inscription of Company, in any manner whatsoever.
 - 5.2. Upon termination of this Agreement, for any reason, Company will release those listings without an existing contract of sale, provided the account of Contractor is paid in full, and the property owner wishes the listing released. After Contractor's association with Company terminates, Company will continue to pay Contractor's commission less any fees or other monies owed (e.g., commission advances, garnishments or required withholdings, past due balances owed to Company, etc.) on transactions in a pending status as of termination date, upon successful close of escrow, in accordance with the terms set forth on Addendum A of this Agreement. Company shall be deemed released from all claims for commissions not yet earned under the law by Contractor.
 - 5.3. Upon termination of this Agreement, for any reason, Contractor is aware that such termination could result in a significant financial loss, including but not limited to pending transactions. Contractor agrees that, on such an occasion, Company may not have any adequate remedies at law and understands and agrees that Company may seek any and all available equitable remedies, in addition to or instead of any and all available legal remedies. See relevant paragraphs relating to transactions upon termination in the Sweet Group Realty U.S. Policies and Procedures Manual provided herewith, and updated or amended from time to time.
6. **Duties of Contractor.** During the term of this Agreement, Contractor shall perform such tasks and services as may be assigned by Company to Contractor, subject to the following terms and conditions.

- 6.1. Contractor shall act as an independent real estate sales professional in carrying out the customary activities of a licensed real estate agent, including, but not limited to:
 - 6.1.1. Maintain an active real estate license with Sweet Group Realty as required in the state of Idaho so long as they engage in activities requiring an Idaho real estate license.
 - 6.1.2. Maintain a funding source on file for auto withdrawal of fees and any amounts due to Company.
 - 6.1.3. List all properties for sale under the Sweet Group Realty brokerage brand.
 - 6.1.4. Promptly upload all listing contracts, purchase contracts, leases, referrals and any other transaction documentation into the transaction management system within one business day of execution date.
 - 6.1.5. Represent buyers and sellers in the sale of real property.
 - 6.1.6. Represent landlords and tenants in the leasing of property.
 - 6.1.7. Such other services pertaining to the real estate business of the Company.
 - 6.1.8. Adhere to the rules of conduct as laid out by Idaho's Department of Licensing, MLS Rules, Federal and State Fair Housing, National Association of REALTORS® Code of Ethics and the Association of REALTORS to which the Contractor belongs.
 - 6.1.9. Abide by all Company policies and procedures, including the Unauthorized Real Estate Activities section of the Policies and Procedures Manual.
 - 6.1.10. Notify the Company in writing and the Idaho Department of Licensing, as required, within 10 calendar days of a criminal conviction, an adverse judgment, or disciplinary action against the Contractor.
 - 6.1.11. Contractor must notify their Designated Managing Broker and/or Managing Broker in writing prior to removing their license from Company and terminating this agreement. All fees shall continue to be billed and charged to Contractor's funding source(s) until such notice is received.
 - 6.1.12. Contractor shall not be affiliated with a competing firm. For purposes hereof, "Affiliate with a competitor of the Company" shall mean that the Contractor or Contractor's spouse or partner is an individual proprietor, partner, majority stockholder, officer, employee, director, consultant, agent, joint ventures, investor, lender, or in any other capacity, alone or in association with others, owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or working for or permitting the use of his or her name by, a residential real estate brokerage other than Sweet Group Realty.
- 6.2. ***FOR THE PURPOSES OF THE ABOVE PARAGRAPH, THOSE CONTRACTORS WHO CURRENTLY FALL WITHIN THE DEFINITION OF "AFFILIATE WITH A COMPETITOR OF THE COMPANY" AT THE TIME THIS AGREEMENT IS EFFECTIVE, THEN THOSE CONTRACTORS WILL HAVE A PERIOD OF SIX MONTHS FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO RESOLVE ANY SUCH CONFLICT OR BE RELEASED FROM THE COMPANY.***
- 6.3. Contractor agrees that any and all real estate listings, or any interest therein, and all other real estate related service contracts approved by the Company, including, but not limited to, those pertaining to the purchase, sale, rental or lease of real estate, or any interest therein or services in relation thereto, any of which Contractor is required under applicable law to hold and maintain a real estate license in order to perform the service or have an interest in, shall be taken in the name of the Company and its Designated Managing Broker in the state, as required under applicable state law and regulation. Contractor shall ensure

that all fees, commissions, or other compensation earned by Contractor, and for which Contractor must be a licensed real estate professional in order to receive such commission or compensation, in connection with the sale, lease or rental of real estate and any interest therein or service in relation thereto are made payable to the Company.

- 6.4. Contractor understands that the Designated Managing Broker and Managing Broker(s) (herein collectively referred to as “Broker”) will rely on the accuracy, completeness and competence of Independent Contractor's services performed under this Agreement in fulfilling the Broker's contractual commitments to the public. Contractor shall strive at all times to perform in a manner that will increase the goodwill, reputation and business of Broker, and Contractor shall do nothing which would serve to disturb, discredit or devalue Broker or Broker's goodwill, reputation and/or business.
7. **Anniversary Date and Good Standing.** Contractor’s join date (“Join Date”) shall be the Effective Date of this Agreement. The anniversary date (“Anniversary Date”) for Contractor will be the first day of the calendar month following Contractor’s Join Date with the Company. To be considered a Contractor in Good Standing, Contractor must be current on all financial obligations, including all fees and/or amounts owed to the Company. In addition, all required licenses, local, state, and national dues and subscriptions which are required to conduct real estate business in Contractor’s state(s) must be current and in effect.
8. **Agency Relationships.** Contractor acknowledges that all agency relationships entered into for any real estate transactions exist solely between the Company and the client. The Contractor owes a duty of reasonable care to all parties in the transaction. During the period of this Agreement, Contractor shall diligently represent Sweet Group Realty with all reasonable skill and care expected of a licensed real estate professional.
9. **Realtor Affiliation.** Contractor shall maintain an active membership in a local association or board of REALTORS affiliated with the National Association of REALTORS as determined by Company. Contractor agrees to be a dues paying member of, and abide by the REALTOR Code of Ethics and Standards of Practice of the National Association of REALTORS as well as the statutes and rules of the state within which they are licensed and any requirements of the multiple listing service if Contractor is a member.
10. **Contractor to Conduct Independent Business.** Contractor is responsible for all business expenses related to being a real estate licensee unless otherwise provided in this Agreement. In no way limiting the generality of the foregoing, Contractor shall be responsible for the following: REALTOR dues, MLS dues, cell phone, business cards, signs, sign-posts, advertising, personal branding, continuing education, licensing, printing, copying, faxing, digital camera, computer(s), printer/scanner/fax, high-speed Internet, automobile, auto insurance, local, state, federal and municipality taxes of any kind, and any and all government, regulatory or agency licensure, compliance, or other fees.
11. **Automobile Insurance.** Company does not maintain commercial automobile insurance coverage that extends coverage to Contractor or any other independent contractor of Company. For the duration of this Agreement, 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 Company as an additional insured. In any event, such insurance shall be primary and noncontributory to any insurance available to Company and Company'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.

12. **Policies and Procedures.** Contractor acknowledges Contractor has read, asked any questions of his or her Broker, and fully understands the Sweet Group Realty Policies and Procedures Manual, which is incorporated into this Agreement by this reference and acknowledges a copy of the Policies And Procedures that was delivered to Contractor via email. Contractor agrees to fully review any amendments and/or additions to the Company's Policies and Procedures, this Agreement or any Addenda thereto. Contractor agrees to abide by the Company's Policies and Procedures. In the event of any direct conflict between any of the Company's Policies and Procedures and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control. *By signing this Agreement, Contractor acknowledges having read the Company's Policies and Procedures and certifies Contractor's compliance therewith effective as of the date of this Agreement.*

13. **Non-Competition and Non-Solicitation.** Contractor will perform services which have a unique value to Company and which, if used in competition with Company, could cause serious and irreparable harm to Company. Contractor will likely develop goodwill for Company through personal contact with customers, suppliers, strategic partners or others who have business relationships with Company. This goodwill, which is a proprietary asset of Company, may follow Contractor after his/her/its association with Company ends. Accordingly, Contractor agrees to the following.
 - 13.1. *Non-Solicitation.* Contractor agrees that during the term of this Agreement and for a period of eighteen (18) months following termination of any association between Company and Contractor, Contractor will not, directly or indirectly, either for himself/herself/itself or on behalf of any other person, partnership, limited liability company, corporation or other entity: (i) publish, distribute, or cause or allow to be published or distributed, notice to any employee, officer, director, agent, independent contractor, consultant, customer, strategic partner, licensor, licensee, supplier or other service provider of Company to the effect that Contractor is no longer associated with Company, or that Contractor has relocated or re-associated with any direct or indirect competitor of Company; (ii) solicit any customer or prospective customer of Company; (iii) attempt to interfere with or damage any associate of the Company's business relationship with any customer or prospective customer of Company; or (iv) solicit the employment, association or engagement of any Company personnel or associates of Company, or otherwise attempt to interfere with or damage such a relationship.
 - 13.2. *Extension of Duration.* Contractor agrees that the duration of the restrictions in this paragraph shall be extended by the duration of any period during which Contractor is in violation of the restrictions.
 - 13.3. *Judicial Reformation.* Company and Contractor agree and stipulate that, in light of all of the facts and circumstances relating to the relationship that exists and is expected to

exist between Company and Contractor, these restrictions (including but not limited to the scope of the restricted activities and the duration and geographic extent of the restrictions) are fair and reasonably necessary for the protection of the goodwill and other protectable interests of Company. If a court of competent jurisdiction should decline to enforce any of these restrictions, Company and Contractor agree that the restrictions shall be deemed to be reformed to restrict Contractor's ability to compete with Company to the maximum extent, in time, scope of activities, and geography, that the court shall find enforceable.

13.4. Future Associations. Contractor agrees that prior to accepting employment or association with, or otherwise rendering services to, any third party engaged during the period in which the covenants of this paragraph are in effect, Contractor will provide such third party with written notice of such covenants, with a copy of such notice delivered simultaneously to management personnel of the Company. In addition, Contractor grants Company the right to notify any such third party of Contractor's obligations hereunder during such period.

13.5. The provisions of this paragraph shall survive termination of this Agreement.

14. **Protection of Company Information.**

14.1. Responsibility to Protect. Contractor recognizes and acknowledges that the Confidential Information constitutes a special and valuable asset to Company, and that the same is confidential and proprietary to Company. Except to the extent necessary in conjunction with the discharge of Contractor's duties as an associate of Company, Contractor specifically agrees that Contractor will **NOT** at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, discuss, copy, reproduce, publish or otherwise communicate (orally or in written, electronic or other medium) to any person, firm, or corporation in any manner whatsoever any Confidential Information of Company of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential material or important, *unless* the written consent of Company is obtained. Contractor shall: (a) access only Confidential Information as is reasonably necessary to perform Contractor's functions for Company; (b) allow access to Confidential Information under Contractor's control to only those associated with Company whose functions for Company reasonably necessitate access to such Confidential Information; and (c) make such efforts as are reasonable under the circumstances to preserve the confidentiality of Confidential Information. Under no circumstances shall Confidential Information be copied or removed from Company's premises without Company's prior express written consent. Proposals, quotations and files may be temporarily removed from Company's premises for the purpose of transacting business for the benefit of Company and shall be returned immediately thereafter.

14.2. Ownership of Confidential Information. All writings, records, journals, data and other materials (in written, electronic or other medium) that describe, depict, contain, reflect or record any Confidential Information shall belong exclusively to Company. All copies of any Confidential Information in Contractor's possession or under Contractor's control shall be immediately returned to Company upon Company's demand. Company shall have the legal right to obtain the return of any such original documents and any copies made thereof from whomever may possess them. Promptly following termination of any association between Company and Contractor, Contractor agrees to deliver to Company all originals and copies of all such materials in his or her control or possession,

and further to turnover to Company all such digitally stored Confidential Information, including on personal devices of Contractor, and thereafter permanently delete the same from Contractor's personal devices, subject to verification by Company.

14.3. Limitations on Applicability. The restrictions set forth above in this paragraph shall not apply to Confidential Information that Contractor is legally required to disclose by statute or regulation or in connection with any litigation or other legal proceeding, including pursuant to a subpoena or similar document. Contractor agrees to use his or her best efforts to immediately notify Company as soon as Contractor becomes aware of the possibility that disclosure of Confidential Information may be required in connection with a legal proceeding.

14.4. The provisions of this paragraph shall survive termination of this Agreement.

15. **Non-Disparagement.** From and after the Effective Date of this Agreement, and thereafter for a period ending eighteen (18) months after the termination of any association between Company and Contractor, regardless of the reason the relationship is terminated, Contractor covenants and agrees **NOT** to vilify or disparage Company, and not to make any remarks portraying Company in a negative light, and not to make any defamatory or untrue statements with regard to Company, its business practices and management, its officers and directors. Should Contractor breach the covenants set forth in this paragraph, then Contractor shall be liable to Company for payment of the sum of \$15,000.00 USD, which the parties agree and stipulate represents a fair and accurate amount of damages for breach of this covenant.

16. **Compliance with Law and Good Business Practices.** Contractor shall abide by all applicable laws, ordinances and regulations, including, without limitation, local, state and federal laws and regulations relating to real estate licensing, real estate transactions, real estate service businesses, telemarketing, marketing, intellectual property rights, etc. Contractor shall also abide by the rules of ethical conduct established by the National Association of REALTORS®. Contractor's advertising and promotion must be completely factual and ethical. In all dealings, Contractor shall adhere to the highest standards of professionalism, ethics and integrity.

16.1. Contractor will submit any documents necessary for the Company to keep Contractor in compliance with all local, state and federal laws as well as Company Policies and Procedures. The Company will share all materials with Contractor that the Company has relating to the Contractor's independent contractor relationship with the Company in an agent file.

16.2. The Company reserves the right to assess penalties, financial and otherwise, in accordance with the Company Policies and Procedures, against Contractors who fail or refuse to provide completed documentation as required by the Company or by any state, federal or local law in order to achieve and maintain compliance.

17. **CONTENT LICENSE AND MODEL RELEASE PROVIDED BY CONTRACTOR.**

17.1. Unless otherwise Sweet Group Realty expressly agreed upon in writing between Sweet Group Realty and Contractor, to the extent Contractor provides to Sweet Group Realty or any of its affiliates or licensees (collectively, "Sweet Group Realty Licensees"), any photographs, images or content of any type created or otherwise owned by Contractor (collectively, "Contractor Content") including, without limitation, by uploading such Contractor Content via any online network operated by an Sweet Group Realty Licensee,

Contractor retains ownership to such Contractor Content but Contractor hereby grants Sweet Group Realty Licensees a royalty-free, irrevocable, world-wide, perpetual, non-exclusive license to publicly display, distribute, reproduce and create derivative works the Contractor Content, in whole or in part, in any media, including on any Sweet Group Realty Licensee website, for any purpose, including advertising and promotion of Sweet Group Realty Licensee services and/or products.

17.2. Contractor warrants and represents that Contractor Content provided by Contractor to Sweet Group Realty Licensees does not violate the intellectual property of others. Sweet Group Realty Licensees will not be required to pay any additional consideration or seek any additional approval in connection with using the Contractor Content provided by Contractor, and Sweet Group Realty Licensees retain exclusive and sole discretion as to whether to use such Contractor Content or reject or remove such Contractor Content from any online systems operated by any of the Sweet Group Realty Licensees.

17.3. Moreover, to the extent the Contractor provides to any Sweet Group Realty Licensees, or otherwise consents to allow Sweet Group Realty Licensees to receive, any photographs of Contractor as a model, Contractor hereby provides Sweet Group Realty Licensees with the irrevocable right to use Contractor's name (or any fictional name), likeness, picture, portrait, or photograph in all forms and in all media and in all manner, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes, and Contractor waives any right to inspect or approve such photograph(s) or finished version(s) incorporating such photograph(s), including any written materials or other content that may be created and appear in connection therewith.

17.4. Contractor hereby waives all moral rights as to such photographs and releases and agrees to hold harmless Sweet Group Realty Licensees, and their assigns, licensees, successors in interest, agents, employees and representatives from any liability by virtue of any blurring, distortion, alteration, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the photographs, or in any processing thereof.

18. **Errors and Omissions Coverage.** E&O will be invoiced in the amount of \$235, due by November 30th of each year. Contractor acknowledges that if it is determined that Contractor acted fraudulently, grossly or recklessly negligent, or willfully, Contractor shall be responsible for the full amount of the damages and costs recovered against Company, along with all costs of defense. This language in no way limits the liability of Contractor to Company. Please see Company's compensation agreement for collection method

19. **Indemnification and Hold Harmless.** Contractor hereby agrees to defend, indemnify and hold harmless the Company, 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 Company at risk of liability by violating it. Contractor shall indemnify, defend and hold Company 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.

20. **Leads upon Departure.** Contractor acknowledges that it is the Company's policy that upon departure from the Company of a Contractor who is remaining in the real estate business ("Departing Agent"), that the company shall maintain and preserve the Departing Agent's database of leads ("Leads") in any of the Company provided consumer relationship management applications of Contractor's accounts for a period of 48 hours ("Preservation Period") measured from the time in which the Contractor formally gives notice to exit the organization or change the compensation plan the agent is on, such as lead agent to flat fee. Agent must notify designated broker, or it is then solely at the brokers discretion of how account is handled. If the Departing Agent would like to obtain a list of their contacts that they put in the system or paid for themselves that were not Company generated, then the Leads can be exported upon written request to Sweet Group Realty's Technology and Technical Support at Jeffrey.Sweet@gmail.com (an "Export Request") provided the Sweet Group Realty Request is received within the Preservation Period. If the CRM the Company is using charges a fee to export leads, the Contractor will be responsible for the cost. If Contractor cannot pay the cost to export the leads under the Preservation Period, then the leads become property of Company. If Departing Agent does not provide an Export Request as set forth herein during the Preservation Period, then the Departing Agent's Leads are subject to forfeiture and/or deletion after the Preservation Period expires.
- 20.1. A lead provided to the agent during their time with Sweet Group Realty is deemed Company property. Any violation of taking leads upon departure and not completing referral form with Sweet Group Realty will hold a penalty of \$5,000 for every violation.
- 20.2. A lead is defined as any contact information that the agent has been given access to that was not obtained by their own individual marketing.
21. **Covenant of 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 Company shall be entitled to recover reasonable legal fees and costs expended or incurred as a result of Contractor's noncooperation.
22. **Revisions and Modifications of this Agreement.** The provisions and paragraphs of this Agreement may be modified from time to time by the Company in its sole discretion. Company will provide a minimum of seven (7) days' notice of any material revision for review by Contractor by sending an email communication to the email address on file in Company's system. For material changes, after the seven-day review period has elapsed, unless Contractor has notified the Company in writing that Contractor objects to the revisions, Contractor is deemed to have accepted all revisions. The Company strives to update the Policies and Procedures manuals biannually in May and November, as needed, but may be updated at any time necessary. Contractor will receive timely communications from Company regarding any such Policy & Procedures update. However, it is the Contractor's responsibility to remain

informed of and familiar with the most current version of the Company's Policies and Procedures at all times. If Contractor fails to provide an email address in Company's system, or fails to provide Company with notice of changes to Contractor's email address, to the extent Company is required to provide notice of amendment by email, Company's notice of amendment will nonetheless be effective upon the date Company attempts to send the amendment to Contractor at an email address that is the last known email address to Company of Contractor. It is the Contractor's responsibility to remain informed at all times of his or her responsibilities and obligations under the most current version of the Company's Agreement.

23. MANDATORY BINDING ARBITRATION AND DISPUTE RESOLUTION.

23.1. Mediation in Advance of Arbitration.

23.1.1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, a private alternative dispute resolution provider, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clauses set forth in this paragraph.

23.1.2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

23.1.3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

23.1.4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

23.1.5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

23.1.6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements set forth above.

23.1.7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

23.2. *Binding Final Arbitration; Appeal.* 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, not resolved pursuant to mediation described above, shall be determined by arbitration in the state of Idaho, before three arbitrator(s). The arbitration shall be administered by JAMS pursuant to and in accordance with the Sweet Group Realty edited 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.

23.2.1. Of the three arbitrators, the Chair must previously have served as Chair or sole arbitrator in at least 10 arbitrations where an award was rendered following a hearing on the merits and one of the wing arbitrators must be an expert in the area of residential real estate brokerage transactions.

23.2.2. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Idaho. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

23.2.3. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

23.3. *Damages and Limitation of Liability.* In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits.

23.4. *Class Action Waiver.* Company 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 Company and Contractor waive their right to comment, 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 Company 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 Company and Contractor. This class action waiver shall supersede any contrary agreements, statements or rules in the JAMS rules.

23.4.1. The waiver of class action claims and proceedings is an essential and material term of this arbitration agreement in this section, and the parties agree that if it is determined that the waiver in this section is prohibited or invalid in its entirety in a case in which a class action, representative action or similar allegations have been made, then the remainder of this section shall also be void. If however, some, but not all, of the waivers are found to be unenforceable for any reason in a case in which class action, representative action or similar allegations have been made, the Contractor's individual claims shall be decided in arbitration. Any class action, representative action or similar action as to which the class action waiver in the paragraph is found to be unenforceable shall be decided in court and not in arbitration.

23.5. *Fees and Costs to Prevailing Party.* In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

23.6. *Confidentiality.* The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

23.7. *Contractor represents and acknowledges that he or she understands the meaning and effect of the arbitration waiver and agreements in this Agreement and has been provided a reasonable time and opportunity to consult with his or her own legal counsel regarding the same.*

24. **Commissions on Transactions and Company Cap.** Contractor shall be entitled to a commission on sales, rental/lease transactions, broker price opinions ("BPOs") and referrals (collectively "Transactions") as follows: income retained by the Company after referrals and concessions, but prior to commission split ("Gross Commission Income"), shall be split as referred below:

Premier Agent:

Lead Transaction

- 50/50 commission split + \$250 Brokerage Fee

Sphere Transaction

- 50/50 New agents with 0 Transaction history (for first 3 transactions)

- 70/30 commission split + \$250 Brokerage Fee

- \$12M+ in production - 80/20 commission split + \$250 Brokerage Fee

- \$20M+ in production - 90/10 commission split + \$250 Brokerage Fee

Newly Licensed Agents:

New Agents with ZERO transactions are subject to a 50/50 commission split + \$250 Brokerage Fee for their first Three (3) transactions with Sweet Group Realty.

Flat Fee Agent:

\$450/transaction (cap at 20 deals)

\$250/transaction after cap

Includes but not limited to: compliance, systems for tracking W-9/income/checks, broker support, admin support, office/printer access (where applicable), listing support.

If you switch from Premier Agent to Flat Fee Agent, you are subject to the Premier Agent commission split on anything you put under contract for 30 days

Sphere Commission split is accumulative and does not restart every year. Your production will be counted as long as you are in business with Sweet Group Realty.

The Company reserves the right to adjust this fee schedule. Signature below signifies agreement to all items in this Agreement. This Agreement may be updated at a future time, in the event it is, a new agreement will be sent to you and/or be displayed for you on Brokermint.

THE PARTIES FURTHER EXPRESSLY ACKNOWLEDGE AND AGREE THAT CONTRACTOR SHALL PAY TO COMPANY THE COMPANY-PORTION OF ANY COMMISSIONS ARISING FROM TRANSACTIONS THAT CLOSE WITHIN ONE (1) YEAR AFTER THE TERMINATION OF AN ASSOCIATION BETWEEN COMPANY AND CONTRACTOR IF THE TRANSACTION RESULTS FROM A LEAD GENERATED DURING THE TERM OF THIS AGREEMENT, OR IF THE TRANSACTION WAS UNDER CONTRACT, OR IN THE PROCESS OF BECOMING UNDER CONTRACT, DURING THE TERM OF THIS AGREEMENT.

25. **Notices.** Delivery of all notices and documentation shall be in writing and deemed delivered and received when: (i) sent via electronic mail to the email address on file in Company's system; or (ii) sent by mail to Contractor's address on file. Company's address for physical delivery of notices and documentation sent by Contractor is Sweet Group Realty, ATTN: Legal Department, 3363 E Presidential Dr Suite 103, Meridian, ID 83642.
26. **Litigation.** In the event of a dispute or disagreement regarding performance, execution, interpretation, or any other matter related to the formation or fulfillment of this Agreement:
- 26.1. Choice of Law. The laws of the State of Idaho shall govern all matters related to such.

- 26.2. Choice of Forum. The state District Court of the Idaho county in which the Company has its principal office shall have exclusive jurisdiction to hear and resolve such, should judicial action ever be initiated.
- 26.3. Consent to Jurisdiction. Each of the parties to this Contract expressly consents to personal jurisdiction and venue in the state District Court of the Idaho county in which the Company has its principal office, and waives any objection to personal jurisdiction or venue that the party might have, should judicial action ever be initiated.
- 26.4. Attorneys' Fees and Court Costs. If any party seeks the services of an attorney regarding such, the prevailing party upon trial, appeal, or other judicial disposition shall be entitled to reimbursement of all reasonable attorney fees, court costs, and litigation expenses incurred in enforcing this Agreement and in collecting on any judgment resulting therefrom, except such fees, costs, and expenses incurred in pursuing an invalid or unenforceable provision of this Agreement;
- 26.5. Remedies. Any party can pursue any and all legal and equitable remedies available to a party under Idaho law, all of which shall be cumulative and not exclusive, and the parties further agree and stipulate that –
- 26.5.1. **EQUITABLE RELIEF.** Contractor acknowledges that Company will suffer immediate and irreparable harm, which will not be compensable by damages alone, if Contractor repudiates or breaches any of the provisions of this Agreement, or threatens or attempts to do so. If any such actual, threatened or attempted repudiation or breach occurs, Contractor agrees and stipulates that Company, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain any such breach, and Company shall not be required to post a bond or other security as a condition for the granting of such relief.
- 26.5.2. **LEGAL RELIEF.** If Contractor engages in any activity prohibited by any provision of this Agreement, Contractor shall pay to Company as liquidated damages and not as a penalty an amount equal to two (2) times the Expected Revenues (as defined below) lost as a direct or indirect result of such prohibited activity. Contractor acknowledges and agrees that such amount is a reasonable calculation of Company's actual damages and not a penalty having regard to the business services offered by Company. For purposes of this provision, "Expected Revenues" means the annual expected profit of Company generated by or attributable to any customer, or as a result of any supplier relationship, during the twelve-month period ending on the date of termination of any association between Company and Contractor. If Contractor engages in any activity resulting in the loss of personnel associated with Company, Contractor also shall pay to Company any fees and expenses incurred by it to replace any such personnel. The amounts payable to Company hereunder shall be paid in a lump sum as soon as they are determinable and, to the extent permitted by applicable law, may be set-off by Company against any other amount owing to Contractor.

27. Miscellaneous.

- 27.1. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

- 27.2. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and in equity.
- 27.3. Binding Effect. This Agreement shall be binding upon and operate to the benefit of all parties to this Agreement and their respective heirs, successors, legal and personal representatives, and permitted assigns.
- 27.4. Captions. The captions heading the sections of this Agreement are inserted for convenience of reference only, and in no way define, limit, construe or describe the scope or intent of any terms, provision, or section of this Agreement.
- 27.5. Drafting. The parties agree that this Agreement shall be applied, construed and interpreted as if it was written by each party, with equal input, and that each party was a co-drafter of each and every provision.
- 27.6. Advice of Counsel. Each of the parties acknowledges that they have had the opportunity to consult with their respective legal counsel prior to and regarding the formation, execution, and performance of this Agreement.
- 27.7. Waiver. The failure of any of the parties to this Agreement to insist on the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature, nor shall it affect the parties' rights to claim strict performance of any other portions of this Agreement.
28. **Confidentiality**. All of the parties to this Agreement agree that the terms and conditions of this Agreement and the disposition, resolution, and other matters related to fulfilling the terms and conditions of this Agreement shall remain CONFIDENTIAL between the parties, and shall not be disclosed to anyone except to the extent that either party is legally obligated to disclose, or to the extent that any party is required to disclose to fulfill the terms and conditions of this Agreement. The parties may disclose the terms and conditions of this Agreement to a spouse or professional advisor, provided such person agrees to be bound by this provision and that any breach of this provision by that person shall be a breach under this Agreement by the party the person represents. The parties shall safeguard all confidential information in such manner as to guarantee against its inadvertent or negligent disclosure. This Agreement may be used as evidence in any subsequent proceeding in which any of the parties to this Agreement alleges a breach of this Agreement.
29. **MERGER**. THIS INSTRUMENT CONTAINS THE FINAL AND CONCLUSIVE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER DESCRIBED IN IT, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROMISES, REPRESENTATIONS AND UNDERSTANDINGS, ORAL OR WRITTEN. NO MODIFICATIONS OR AMENDMENTS OF THIS AGREEMENT SHALL BE BINDING UNLESS ALLOWED BY THE EXPRESS TERMS HEREOF OR OTHERWISE REDUCED TO WRITING AND SIGNED BY THE PARTY SOUGHT TO BE BOUND.

[signature page follows]

Contractor/Name:	
Signature:	
Date:	