



GLOBAL REAL ESTATE PRO

Independent Contractor Agreement

CONFIDENTIAL

684 NJ-208, Franklin Lakes, NJ 07417 | (800) 975-0711 | info@globalrealestatepro.com

PART I

PARTIES, BACKGROUND & PURPOSE

1.1 Parties

This Independent Contractor Agreement ("Agreement" or "ICA") is made and entered into on _____ (date) by and between the individual named below ("Agent") and the applicable Global Real Estate Pro entity licensed as a real estate brokerage company in the Agent's state(s) of licensure ("Global Real Estate Pro" or the "Company"). Global Real Estate Pro and Agent may each be referred to as a "Party" and together as the "Parties."

	Company	Agent
Name	Global Real Estate Pro	_____
Address	684 NJ-208, Franklin Lakes, NJ 07417	_____
Phone	(800) 975-0711	_____
Email	info@globalrealestatepro.com	_____

1.2 Effective Date

This Agreement is effective as of the date it is signed by the last of the Parties (the "Effective Date").

1.3 Background

- A. Agent is a real estate licensee in their state(s) of licensure.
- B. Global Real Estate Pro is a brick-and-mortar real estate brokerage company doing business in Agent's state(s) of licensure.
- C. The Parties wish for Agent to become affiliated with Global Real Estate Pro as a real estate licensee in Agent's state(s) of licensure, under the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:



1.4 Purpose

The Company agrees to engage the Agent as an independent contractor real estate licensee, provide onboarding resources, and reimburse licensing-related expenses under the terms of this Agreement.

1.5 Real Estate Brokerage Services

During the Term (Section 8.1), Agent will perform real estate brokerage services ("Services") on behalf of Global Real Estate Pro for the benefit of Global Real Estate Pro's clients. Services include those customarily performed by real estate licensees in Agent's state(s) of licensure, and other activities set forth in Global Real Estate Pro's Policies (Section 9.1) or as requested or required by Global Real Estate Pro.

PART II

INDEPENDENT CONTRACTOR RELATIONSHIP

2.1 Not an Employee

This Agreement establishes an independent contractor relationship between Agent, as service provider, and Global Real Estate Pro, as service recipient. Agent's role is that of a "qualified real estate agent" as defined in Section 3508 of the Internal Revenue Code, with the title granted by the license Agent holds (e.g., salesperson, associate broker, broker). Nothing in this Agreement creates a joint venture, partnership, employer-employee or other relationship between the Parties.

Agent is not entitled to any employee benefits Global Real Estate Pro may offer, including group health or life insurance, retirement or other fringe benefits. Agent alone, and not Global Real Estate Pro, is responsible for withholding and paying all income, payroll, Social Security and other federal, state and local taxes, for insurance contributions (including unemployment and disability), and for obtaining workers' compensation insurance on Agent's own behalf.

Agent may devote as much time, energy, effort and skill as Agent sees fit to build Agent's real estate business. Agent is not required to keep definite office hours, attend sales meetings, or meet sales quotas, and has no mandatory duties other than those set out in this Agreement and documents incorporated by reference. Agent irrevocably waives any right to claim, assert, or support any third-party claim of, an employer/employee relationship between Global Real Estate Pro and Agent.

2.2 Agent Expenses

Except as expressly provided otherwise in this Agreement (including Part VI, Brokerage-Provided Resources) or in the Company's Policies, Agent bears all costs of being a real estate licensee, including without limitation:

Category	Agent-paid costs
Memberships & Licensing	REALTOR® dues; MLS dues; continuing education; licensing expenses; all government, regulatory and agency licensure and compliance fees
Marketing	Business cards; signs and sign posts; advertising; personal branding; printing, copying and faxing
Equipment & Technology	Cell phone; digital camera; computer(s) and related hardware or software; printer/scanner/fax equipment; high-speed internet



Category	Agent-paid costs
Vehicle & Insurance	Automobile expenses; auto insurance; individual E&O premiums and deductibles where required by law; any other business or personal insurance Agent deems prudent
Taxes	Local, state, federal and municipal taxes of any kind

2.3 Workers' Compensation Insurance

Unless applicable law requires otherwise, Agent shall obtain workers' compensation insurance for Agent and any of Agent's employees in amounts Agent deems appropriate, but never less than the legal minimum. Agent shall name Global Real Estate Pro LLC and its subsidiaries, successors and assigns (the "Additional Insureds") as additional insureds, obtain a "waiver of subrogation" endorsement in their favor, and provide proof of coverage upon written request.

2.4 Agency Relationships

All brokerage relationships for any real estate transaction, regardless of agency status, exist solely between Global Real Estate Pro and the client (or customer), not between Agent and the client. Agent provides services on Global Real Estate Pro's behalf, and all listings taken by Agent in connection with Global Real Estate Pro's business are the separate and exclusive property of Global Real Estate Pro. Agent shall carry out Agent's duties with all reasonable skill, care and diligence expected of a licensed real estate professional.

PART III

LICENSING REIMBURSEMENT & COMMITMENT

3.1 Covered Expenses

The Company agrees to reimburse the Agent for:

- Tuition and fees for an approved Real Estate School
- The Agent's initial real estate license application fee

3.2 Documentation Requirement

Agent must submit valid receipts at the time of signing this Agreement.

3.3 Reimbursement Timing

Reimbursement shall be issued after the Agent closes their first real estate transaction with the Company.

3.4 Payment Window

Reimbursement shall be issued within fourteen (14) business days after the first closed transaction and verification of documentation.

3.5 Agent's Commitment

The Agent agrees to fulfill **one** of the following:

- Maintain active affiliation with the Company for one (1) year, **OR**
- Complete six (6) closed real estate transactions with the Company



3.6 Repayment Obligation

If the Agent fails to meet the commitment requirement or terminates early, the Agent must repay all reimbursed amounts within thirty (30) days of termination.

PART IV

COMPENSATION & COMMISSION STRUCTURE (80/20 SPLIT)

4.1 Commission Split

Agent earns commission on purchase, sale, rental/lease, broker price opinion ("BPO") and referral transactions (each a "Transaction"). Income retained by Global Real Estate Pro after referrals but before the split ("Gross Commission Income") is split as follows on all Transactions closed by the Agent, as further described in the Global Real Estate Pro Policies and Procedures (the "P&Ps"):

Party	Share of Gross Commission Income (per closed Transaction)
Agent ("Contractor Dollar")	80%
Company ("Company Dollar")	20%

If a Transaction is subject to any state or local tax, the 80/20 split is calculated after the tax is deducted.

4.2 Payment Timing

Commission shall be disbursed to the Agent within five (5) business days after the Company receives commission funds.

4.3 Adjustments

Any concessions or credits agreed to during a transaction shall proportionally affect both Parties' shares.

4.4 Referral Fees

Referral fees paid to outside brokers shall be deducted from the gross commission before applying the 80/20 split.

4.5 Pending Commissions Upon Departure or Termination

If the Agent voluntarily leaves the Company, or is terminated by the Company, while any listing or transaction is under contract but has not yet closed, the Agent shall forfeit all pending commissions on those transactions. Such commissions shall be retained by the Company, and no commission shall be owed or paid to the Agent after the date of departure or termination.

4.6 Onboard Date and Anniversary Date

Agent's "Onboard Date" is the later of (a) Agent's "Join Date" (the date Global Real Estate Pro verifies Agent's email address and Agent becomes active in Global Real Estate Pro's system) or (b) the date Agent's license is transferred to Global Real Estate Pro. Agent's "Anniversary Date" is the first day of the calendar month following the Onboard Date. Example: if the Onboard Date is January 10, 2024, the Anniversary Date is February 1, 2024.



PART V

AGENT RESPONSIBILITIES (ONBOARDING)

5.1 Yearly REALTOR® Association Membership Fee

Agent shall pay the annual membership fee to the Realtor Association with which Global Real Estate Pro is affiliated.

5.2 MLS Membership

Agent shall maintain one (1) local MLS membership of their choice, at their own expense.

5.3 Additional Agent-Paid Items

Agent is responsible for optional MLS add-ons, lockbox fees, key fees, or supplemental association memberships.

PART VI

BROKERAGE-PROVIDED RESOURCES

The following items are provided by the Company and override the general expense rule in Section 2.2.

6.1 Provided at No Cost to the Agent

Category	Included
Insurance & Fees	E&O Insurance; MLS listing fees
Marketing & Branding	Marketing materials; mailers; business cards; all branding materials for the Agent's personal business
Signage	Post & lawn signs; cost of post installation for lawn signs; all signage
Technology & Support	Computer programs and software access; personal live VA (Virtual Assistant)
Media Exposure	Podcast exposure opportunities; television exposure opportunities

6.2 No Fees Charged to Agent

The Agent will pay:

NO desk fees	NO marketing fees	NO franchise fees
NO transaction fees	NO technology fees	NO training fees



PART VII

SPONSORSHIP PROGRAM & BONUS STRUCTURE

7.1 Sponsor Selection

The Agent was most influenced to join Global Real Estate Pro by:

Sponsor Name	City	State
_____	_____	_____

(the "Sponsor"), and selects this individual as Agent's Global Real Estate Pro sponsor. Selecting a sponsor is an important decision and should be based on who was most influential in Agent's decision to join; sponsor selection is part of this Agreement. Upon signing, the selection is **permanent and may not be changed**. The Sponsor has no authority to set or modify the terms of Agent's relationship with Global Real Estate Pro, and this Agreement overrides any verbal or written statements by the Sponsor to the contrary.

7.2 Sponsor Requirement

A sponsor's only requirement is being selected by the joining agent as the most influential person in their decision to join. Sponsors are encouraged, but not required, to support joining agents. If a Sponsor promised anything beyond referring the Agent, the Agent alone is responsible for confirming the Sponsor can deliver it; Global Real Estate Pro does not enforce agreements between agents made outside this Agreement.

7.3 Continuation of Original Sponsor

If this Agreement is terminated under Part VIII and Agent rejoins Global Real Estate Pro within one hundred eighty (180) days after the Offboard Date (the "Original Sponsor Window"), the same Sponsor continues as Agent's sponsor. If Agent rejoins after that window, Agent may select a new sponsor, except as otherwise provided in the P&Ps.

7.4 Global Real Estate Pro as the Sponsor

If no individual most influenced Agent to join, or Agent prefers not to select a sponsor, Global Real Estate Pro will be deemed Agent's Sponsor and will hold that position going forward.

7.5 Sponsorship Bonus Structure

Any Agent who recruits another licensed agent ("Sponsored Agent") into the Company earns Sponsorship Bonuses from the Company's 20% share of each Sponsored Agent's transactions:

Tier	Applies To	Bonus Rate	Example (\$10,000 gross; \$2,000 Company share)
A. Initial	Sponsored Agent's first 3 closed transactions	30% of Company's 20% share	\$600 BONUS per transaction
B. Ongoing	4th transaction onward, indefinitely	10% of Company's 20% share	\$200 BONUS per transaction



7.6 Downline Bonus

A "Downline Agent" is an agent who is (i) sponsored by one of your Sponsored Agents, (ii) contracted with the Company, and (iii) actively closing transactions. For every transaction closed by a Downline Agent, you receive a **\$100 BONUS**, excluding rentals. Downline Bonuses continue as long as both you and the Downline Agent remain contracted with the Company.

7.7 How the Levels Work

Level	Who	What you receive
You	Sponsoring Agent	Your own 80/20 split
Level 1	Your Sponsored Agent	30% of Company's share on their first 3 transactions, then 10% on every transaction
Level 2	Your Sponsored Agent's new recruit	\$100 per transaction (excluding rentals)

7.8 Sponsorship Breakdown Example

Illustration only, using the Tier B rate (\$200 per transaction on a \$10,000 gross commission). Actual bonuses depend on each transaction.

Sponsored Agents	Transactions	Sponsorship (10% of 20%)	Downline (\$100 each)	Combined Total
1	8	\$1,600	\$800	\$2,400
2	16	\$3,200	\$1,600	\$4,800
3	24	\$4,800	\$2,400	\$7,200
4	30	\$6,000	\$3,000	\$9,000
5	38	\$7,600	\$3,800	\$11,400
6	46	\$9,200	\$4,600	\$13,800
7	54	\$10,800	\$5,400	\$16,200
8	62	\$12,400	\$6,200	\$18,600
9	70	\$14,000	\$7,000	\$21,000
10	78	\$15,600	\$7,800	\$23,400

7.9 Bonus Forfeiture Clause

Sponsorship is valid only while the Agent is contracted with the Company. Because Sponsorship Bonuses are BONUSSES and NOT commissions: (a) if the Agent's contract with the Company is void or ends at any point, or the Agent leaves before any BONUS is paid, all unpaid Sponsorship and Downline Bonuses are permanently forfeited to the Company; and (b) no retroactive or future BONUS payments will be made after departure.



THE SPONSOR SELECTION BY AGENT IS A SIGNIFICANT DECISION WHICH IS IRREVOCABLE. AGENT IS ENCOURAGED TO PAUSE TO CAREFULLY CONSIDER WHO IS THE MOST INFLUENTIAL IN AGENT'S DECISION TO JOIN GLOBAL REAL ESTATE PRO. CHANGES IN SPONSORSHIP WILL NOT BE MADE. IF THERE ARE ANY UNANSWERED QUESTIONS ABOUT SPONSORSHIP, THE AGENT SHOULD STOP NOW AND RETURN TO THE AGREEMENT ONCE THE SELECTION OF SPONSORSHIP IS FULLY CONSIDERED AND UNDERSTOOD.

PART VIII

TERM & TERMINATION

8.1 Term

This Agreement remains in effect until terminated by either Party under this Part VIII.

8.2 Termination

Either Party may terminate this Agreement for any reason or no reason, subject to Section 3.6 (Repayment), Section 4.5 (Pending Commissions) and Section 7.9 (Bonus Forfeiture). The termination date (the "Offboard Date") is:

- the date Global Real Estate Pro's notice of termination is delivered (when Global Real Estate Pro terminates);
- the date Agent gives notice of termination to Global Real Estate Pro (when Agent terminates); or
- the date Global Real Estate Pro becomes aware that Agent has ended the relationship (when Agent gives no notice).

From the Offboard Date on, Agent shall not use any sales materials or items bearing Global Real Estate Pro's name, logos, trademarks or inscription in any manner.

8.3 Continued Billing When Agent Terminates

NOTWITHSTANDING THE FOREGOING, AND IN RECOGNITION OF THE COMPLEXITY OF THE BILLING SYSTEMS ESTABLISHED TO SERVICE GLOBAL REAL ESTATE PRO'S AGENTS, AGENT ACKNOWLEDGES AND IRREVOCABLY AGREES THAT WHEN AGENT IS THE TERMINATING PARTY, IF AGENT DOES NOT PROVIDE THE ADVANCE NOTICE OF TERMINATION REQUIRED BY SECTION 8.4, AGENT BILLING MAY, AND LIKELY WILL, CONTINUE FOR A LIMITED PERIOD OF TIME FOLLOWING AGENT'S OFFBOARD DATE.

8.4 To Stop Continued Billing

To stop billing as close to the Offboard Date as possible, Agent should give Global Real Estate Pro at least thirty (30) days' advance written notice of Agent's intent to terminate.

8.5 Agent Payment Obligations After Termination

Upon termination, all prepaid fees and dues are non-refundable. All items invoiced to Agent before the Offboard Date remain due and payable, and Global Real Estate Pro may bill Agent for them as provided in this Agreement.



PART IX

POLICIES, REPRESENTATIONS & COVENANTS

9.1 Company Policies and Procedures

In addition to this Agreement, Agent shall abide by all Global Real Estate Pro policies and procedures, including (a) the Global Real Estate Pro P&Ps; (b) state-specific policies for each state of Agent's licensure ("State P&Ps"); (c) any additional policies, whether or not referenced in the P&Ps ("Additional P&Ps"); and (d) all revisions to any of these (together, "Global Real Estate Pro's Policies"). Revisions are made under Section 12.2.

EACH OF GLOBAL REAL ESTATE PRO'S POLICIES IS AN INTEGRAL AND MATERIAL PART OF THIS AGREEMENT AND IS EXPRESSLY INCORPORATED BY THIS REFERENCE IN ITS ENTIRETY, VERBATIM AND AT LENGTH, AS THOUGH FULLY SET FORTH HEREIN.

9.2 Agent's Representations and Warranties

Agent represents and warrants that the following are or will be true as of the Onboard Date (not the Effective Date) and will remain true during the Term:

(a) Licensure. Agent is duly licensed as a real estate licensee in the following state(s):

	State	License Number
Primary State	_____	_____
Non-Primary State(s) (if applicable)	_____	_____
	_____	_____

If Agent is licensed and affiliated with Global Real Estate Pro in more than one state, no additional Agreement is required; one authorized Global Real Estate Pro representative from each such state signs this Agreement (Part XIII).

(b) Agent has and will maintain, at Agent's own expense, all licenses, permits and authorizations required to lawfully perform under this Agreement.

(c) Agent has the skill, experience and qualifications to perform the Services.

(d) Agent is not bound by any agreement, order or restriction (such as a non-compete or non-solicitation agreement, franchise agreement or covenant with a prior brokerage) that would prevent or impair Agent's performance, and Agent has not and will not violate any such obligation or expose Global Real Estate Pro to liability by doing so.

(e) Agent has the legal power and authority to be bound by this Agreement and to perform the Services.

(f) Agent complies and will comply with (i) Global Real Estate Pro's Policies; (ii) all applicable laws and regulations; and (iii) the rules of each state's real estate regulatory agency ("Department of Real Estate"), Agent's MLS rules, the National Association of REALTORS® Code of Ethics, and any state or local REALTOR® association rules.

(g) Agent either (1) is not the subject of any civil or criminal proceeding, judgment, conviction, disciplinary action or administrative ruling, or (2) has disclosed all material facts and documentation about any such matter to Agent's Designated Managing Broker or Managing Broker(s).



(h) Agent knows how to access, has reviewed, has had the opportunity to ask questions about, and agrees to abide by Global Real Estate Pro's Policies and all revisions.

(i) Agent has had the opportunity to seek independent legal advice about this Agreement and the Policies before signing.

(j) Agent understands that Global Real Estate Pro and its brokers will rely on the accuracy, completeness and competence of Agent's Services in fulfilling Global Real Estate Pro's commitments to the public.

(k) Agent accepts that termination of this Agreement by either Party could result in significant financial loss to Agent.

9.3 Agent's Additional Covenants

(a) Licensed Activities. Agent will not perform licensed real estate activities for Global Real Estate Pro unless Agent's license is affiliated ("hung") with Global Real Estate Pro in that state and is active and in good standing at that time.

(b) Notification; Cooperation. Agent shall immediately notify Agent's Designated Managing Broker and Managing Broker(s) of any actual, anticipated or threatened Civil or Administrative Action, mediation or demand letter involving Agent, and shall fully cooperate in good faith with Global Real Estate Pro, its brokers, its Legal Operations Department and its errors and omissions insurance carrier ("Carrier") until resolved, including by providing documents and testimony. Breach of this provision is a material breach. "Civil or Administrative Action" means lawsuits (including appeals), small claims, chancery, equitable or arbitration actions, and administrative complaints (e.g., before a Department of Real Estate, Attorney General, HUD, the Consumer Financial Protection Bureau, an MLS or any REALTOR® association).

(c) Data System. Agent will enter and keep current Agent's contact information (mailing address, email, phone) and an emergency contact's information (name, relationship, address, email, phone) in the Global Real Estate Pro data system. Global Real Estate Pro will rely on this information as true and complete; failure to keep it current does not affect the validity of any notice under Section 12.1 and is not a defense to such notice.

(d) Text Messaging. Global Real Estate Pro may text any phone number Agent enters in the data system to (i) fulfill its supervision responsibilities required by law; (ii) communicate about Agent's affiliation (licensing, transactions, transaction files and fees); and (iii) route client leads under any lead generation program Agent joins. Agent consents to these messages and is responsible for any message and data rates.

(e) Sharing of Personal Information. Global Real Estate Pro uses Agent's personal information (such as name, address, email, phone, location and state(s) of licensure) to support Agent's affiliation, including sharing it with third parties as described in the Global Real Estate Pro LLC Privacy Policy and Data Processing Agreement ("Privacy Policy"). Agent consents to this sharing and agrees to be bound by the Privacy Policy as amended.

(f) Affiliation with a Competitor. During the Term, Agent shall not be affiliated with a competitor of Global Real Estate Pro, as more fully set forth in the P&Ps.

(g) Cyber Liability Insurance. Global Real Estate Pro's cyber liability insurance does not cover any loss (i) from a data breach or wire/financial fraud connected with Agent's licensed activity, or (ii) suffered by parties to a transaction handled by Agent. Agent is strongly encouraged to obtain cyber liability insurance for Agent's own business.



(h) Non-Solicitation and Non-Disparagement. Agent agrees to abide by Global Real Estate Pro's Non-Solicitation and Non-Disparagement Policy in the Code of Conduct under the P&Ps, and not to make false, misleading or defamatory statements about the Company.

PART X

INSURANCE, LEGAL REPRESENTATION & INDEMNIFICATION

10.1 Errors and Omissions Coverage

Global Real Estate Pro carries comprehensive errors and omissions ("E&O") insurance in each state where it does business, providing varying protection against claims arising from the performance of Professional Services (as defined in the E&O policy, the "E&O Policy"). Even where E&O coverage may apply, Agent agrees to defend, indemnify and hold harmless the Indemnitees under Section 10.5. Some states may require a state-specific addendum between Global Real Estate Pro and Agent as a condition of any possible coverage.

10.2 Legal Expense Reimbursement; Offset

Global Real Estate Pro may seek reimbursement from Agent of legal fees and costs it incurs in any matter (the "Legal Expense Reimbursement"), whether or not the matter is insured. Global Real Estate Pro, with its Carrier, decides (1) the likelihood of insurance coverage and (2) whether a conflict of interest exists between Global Real Estate Pro and Agent. This obligation is separate from, and does not reduce, Agent's indemnification obligations under Section 10.5. Even if Agent believes a claim lacks merit, Agent agrees to pay the Legal Expense Reimbursement within thirty (30) days of request, or may elect to have it withheld from commissions or other payments due. If Agent does not pay within 30 days, Global Real Estate Pro may use its rights under Section 11.1.

10.3 Legal Representation Provided

Except as otherwise provided, Global Real Estate Pro will provide legal counsel to Agent at no cost to defend third-party claims arising from Agent's Services, as long as all four conditions are and remain met:

- Global Real Estate Pro's counsel determines there is no conflict of interest between Global Real Estate Pro and Agent;
- Global Real Estate Pro maintains E&O coverage applicable to the matter and each claim in it;
- Global Real Estate Pro's claim for coverage is and remains approved by its Carrier without any reservation of rights; and
- this Agreement remains in effect and has not been terminated under Part VIII.

If any condition is not or is no longer met, Agent must retain counsel at Agent's own expense unless a written agreement with Global Real Estate Pro's Legal Operations Department provides otherwise. Global Real Estate Pro will not provide counsel for small claims suits, Department of Real Estate complaints, or MLS or REALTOR® association complaints or arbitrations, but may make limited case-by-case exceptions, and may decline to provide counsel in any circumstance, in its sole and absolute discretion.



10.4 Global Real Estate Pro's Settlement Authority

In any actual, anticipated or threatened Civil or Administrative Action, mediation or demand involving Global Real Estate Pro and/or Agent, Global Real Estate Pro has sole discretion and final authority over whether to settle and on what terms — except matters asserted only against Agent that fall outside the relationship under this Agreement. Global Real Estate Pro may use its rights under Section 11.1 to be made whole for amounts paid in connection with a settlement. Agent's refusal to abide by a settlement decision or to cooperate (Section 9.3(b)) may be deemed a material breach.

10.5 Indemnification by Agent

Agent irrevocably agrees to indemnify, defend and hold harmless Global Real Estate Pro, its subsidiaries, and their shareholders, directors, officers, managers, members, employees, agents, representatives and affiliates (the "Indemnitees") from and against all actual, anticipated or threatened Civil or Administrative Actions, demands, claims, losses, liabilities, penalties, fees (including document production fees), expenses, judgments, settlements and other damages (including court costs, investigation costs, expert fees and reasonable attorneys' fees) (together, "Losses"), **without any monetary limit or cap**, arising from or relating to, or any allegation of:

- Agent's performance of the Services or of Professional Services (as defined in the E&O Policy);
- Agent's breach of this Agreement or noncompliance with the Company's Policies;
- any of Agent's representations or warranties being untrue or incomplete;
- any of the four conditions in Section 10.3 not being, or no longer being, met;
- the exercise of the Company's settlement authority under Section 10.4, or Agent's refusal to abide by or cooperate with a settlement;
- any refutation, or attempt to refute, any of Agent's waivers in this Agreement or the Policies;
- any Team Agreement (as defined in the P&Ps) to which Agent is or was a party;
- Agent's filing of a Civil or Administrative Action against another Company licensee, or against the Company, its subsidiaries or employees (with or without prior notice);
- infringement of any third party's intellectual property; Agent's internet electronic commerce;
- Agent's failure to comply with any law (including the TCPA, the Telemarketing Sales Rule, the CCPA, PIPEDA, and the UK and EEA GDPR);
- Agent's failure to pay any taxes or tariffs; and
- Agent's use of any technology, whether obtained independently or through the Company or its vendors, that is intended to or results in a call, text or similar communication to any other party.

Agent shall never control the defense of any such matter; control (including selecting counsel, legal strategy, negotiating and entering settlements) remains at all times with the Indemnitees.

10.6 Insurance Remedies

Global Real Estate Pro may tender a claim to its Carrier and, at the same time or later, seek indemnification from Agent for the same matter, in its sole discretion (see Section 11.3).

10.7 Agent's Defense Obligations

Agent's defense obligations under Section 10.5 are subordinate to any defense provided to the Indemnitees under any applicable Company insurance policy.



PART XI

PAYMENTS, REMEDIES & LIABILITY

11.1 Company's Right to Payment

Global Real Estate Pro has the irrevocable right to collect from Agent all amounts owed under this Agreement — including fees under Part IV, Legal Expense Reimbursements and settlement amounts under Part X, Losses under Section 10.5, items in any addenda or the Policies, and any late fees and interest ("Amounts Owed"). Global Real Estate Pro may collect Amounts Owed by any combination of (i) offset against fees, commissions, revenue share or other compensation owed to Agent, and (ii) charging Agent's payment methods on file.

Amounts of **\$500 or less** owed by Agent at any time (during or after the Term) will be automatically charged to Agent's payment method on file, **with no advance notice**.

11.2 Agent's Payment Methods

Agent's initial payment methods for fees, billings, commission reimbursements, chargebacks and fees paid on behalf of others are set out in the Credit Card and Checking Account (ACH) Authorization Form (the "Authorization Form"). After the Onboard Date, Agent is solely responsible for keeping payment methods current, through the Authorization Form or Global Real Estate Pro's electronic payment portal. Agent authorizes Global Real Estate Pro to use Agent's current payment methods for all sums owed under this Agreement and the P&Ps.

11.3 Cumulative Remedies

Global Real Estate Pro's rights and remedies under this Agreement, its Policies, and at law or in equity are cumulative and not exclusive, and may be pursued singly, successively or together in its sole discretion. Agent agrees Global Real Estate Pro may lack adequate remedies at law and may seek equitable remedies in addition to or instead of legal remedies. Failure to exercise a right is not a waiver, and Global Real Estate Pro need not exercise any remedy before another.

11.4 Limitation of Company Liability

EXCEPT FOR FEES, COMMISSIONS, REVENUE SHARING AND OTHER COMPENSATION OWED BY GLOBAL REAL ESTATE PRO TO AGENT (SUBJECT TO OFFSET AND DEDUCTION AS PROVIDED IN THIS AGREEMENT AND THE POLICIES), GLOBAL REAL ESTATE PRO'S AGGREGATE LIABILITY TO AGENT SHALL NOT EXCEED THE COMPANY DOLLAR PAID BY AGENT DURING THE TWELVE (12) CONSECUTIVE MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL GLOBAL REAL ESTATE PRO BE LIABLE TO AGENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR ADVANTAGE), UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



PART XII

GENERAL TERMS

12.1 Notice

Except as otherwise provided, all notices must be in writing and are delivered only if sent by email to the other Party's email address in Section 1.1 (or as updated in the data system). Notice is delivered upon electronically confirmed receipt; emails released after 5:00 p.m. (recipient's time zone) are deemed delivered the next day. Notice is effective only upon delivery.

12.2 Revisions

(a) By Passing of Time. Where permitted by law: (i) Global Real Estate Pro will email any proposed revision of material significance (a "Proposed Revision") to Agent; (ii) Agent has seven (7) calendar days to object by email (the "Revision Objection Period"); (iii) if Agent does not object, the Proposed Revision becomes binding automatically at the end of that period; and (iv) if Agent objects, Global Real Estate Pro may terminate this Agreement. Agent agrees to review Proposed Revisions promptly and to stay informed of the current version of this Agreement and the Policies.

(b) By Written Consent. Where revisions by passage of time are not permitted, no materially significant revision is binding unless in writing and signed by both Parties. If Agent refuses to sign, Global Real Estate Pro may terminate this Agreement.

(c) Meaning of "Material Significance." Anything that (i) increases Agent's obligations or burdens, or (ii) reduces Agent's rights or benefits under this Agreement.

12.3 Confidentiality

The terms of this Agreement and Global Real Estate Pro's Policies (including revisions) are confidential information of Global Real Estate Pro. Agent shall maintain the confidentiality of all Company information and shall not discuss these terms except with Agent's spouse, legal advisors, and financial and tax advisors.

12.4 Dispute Resolution

Disputes shall be resolved, in order, through: (1) good-faith negotiation; (2) mediation; and (3) binding arbitration. The prevailing Party (the Party who, as fairly determined by the trier of fact, prevailed on the major disputed issues) is entitled to recover its reasonable legal fees and costs.

12.5 Survival

Any rights and obligations that by their nature extend beyond termination survive it, including, without limitation: Section 2.1 (Not an Employee), Section 2.4 (Agency Relationships), Sections 3.6, 4.5 and 7.9 (Repayment and Forfeiture), Sections 8.3 and 8.5 (Post-Termination Billing and Payment), Section 9.3(b) and (e) (Cooperation; Personal Information), Part X (Insurance, Legal Representation and Indemnification), Part XI (Payments, Remedies and Liability), and Sections 12.1 through 12.6.



12.6 Miscellaneous

Topic	Terms
Governing Law	This Agreement is governed by the substantive and procedural laws of Agent's primary state of licensure (Section 9.2(a)) — or, if Agent is licensed in more than one state, the state in which enforcement is sought — and applicable U.S. federal law, without regard to conflict-of-law rules.
Entire Agreement	This Agreement (with any addenda) and Global Real Estate Pro's Policies are the complete agreement between the Parties and supersede all prior written or verbal understandings on its subject. If this Agreement conflicts with the Policies, the terms more restrictive in Global Real Estate Pro's favor control.
No Waiver	No failure or delay in exercising any right operates as a waiver.
Counterparts; Electronic Signature	This Agreement may be signed in counterparts, which together form one agreement. It is to be executed by electronic signature only (such as DocuSign), with the same effect as an original signature.
Headings	Section headings are for convenience only.
Severability	If any provision is unenforceable, it is severed and the rest remains in full force; it is not severed in any other jurisdiction. The Parties intend this Agreement to be enforced to the fullest extent permitted by law.
Interpretation	No ambiguity shall be construed against the drafter.
Assignment	Agent may not sell, assign or transfer any rights or obligations under this Agreement without Global Real Estate Pro's prior written consent, which may be withheld in its sole discretion. This Agreement binds and benefits the Parties' heirs, successors and permitted assigns.