

Policies & Procedures

of

Call It Closed International Realty
and
Call It Closed Referral Network



CALL IT CLOSED®
International Realty



INTRODUCTION

Every organization has certain methods of operation that are designed to allow the firm to efficiently achieve its objectives. Many organizations are structured to operate informally, and have few enough personnel that a written document of policies and procedures is felt to be unnecessary.

The management of our company believes that our clients can be best served if we set out in writing our philosophy of doing business, our company policies which will mirror our philosophy, and the procedures to be used in carrying out those policies.

Because of these reasons, and because we know that our employees and associates will need guidelines and direction, we have prepared this document, our Policies and Procedures Manual for your reference.

This manual is not a contract, express or implied, guaranteeing employment for any specific duration. The Company may terminate this relationship at any time, for any reason, with or without cause and with or without notice. Relationships with associates and/or independent contractors will be further detailed by and subject to the Call It Closed International Realty Independent Contractor Application and Agreement and its addenda.

While we have attempted to provide detailed guidelines in this manual, there will be times when matters must be determined by management decision, guided by the philosophies of fairness, integrity and good communication. This is a living document, and we will add to it and change it when appropriate. We hope that you will become well acquainted with it, and refer to it often. If you feel we may have overlooked something that should be included, please make that omission known.

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SECTION 1 – INTRODUCTION

1.1 CODE OF ETHICS

Call It Closed International, Inc. (hereafter “Call It Closed International Realty” or “the Company”) and Call It Closed Referral Network, Inc. (hereafter “Call It Closed Referral Network” or “Referral Company”) (hereafter together referred to as “Call It Closed”) are values-based companies that pride themselves on the quality and character of its representatives (“Associate(s)"). The following guidelines help ensure a uniform standard of excellence throughout our organizations. Every Call It Closed International Realty Associate and Call It Closed Referral Network Associate is expected to practice the following ethical behavior when acting in the name of the company:

- a) I will be respectful of every person I meet while doing Call It Closed related business.
- b) At all times, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- c) I will not engage in activities that would bring any negative light to Call It Closed International Realty or Call It Closed Referral Network, any Call It Closed corporate officer or employee, myself, or other Associates.
- d) I will not make discouraging or disparaging claims toward other Call It Closed Associates. I will ensure that in all Call It Closed business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- e) I will provide support and encouragement to my customers to ensure that their experience with Call It Closed is a successful one. I understand that it is important to provide follow-up service and support to my downline, if applicable.
- f) If applicable, I will correctly represent all the bonus/compensation plans available through Call It Closed International Realty and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my Call It Closed International Realty income to recruit a potential Associate(s) after I have given a copy of the Income Disclaimer to the potential Associate(s).
- g) I will abide by all of Call It Closed's policies & procedures now and as they may be amended in the future.
- h) I will abide by the National Association of Realtors Code of Ethics, attached to this manual, regardless of whether or not I am a member of that Association.

1.2 POLICIES AND COMPENSATION PLAN INCORPORATED INTO THE ASSOCIATE AGREEMENT

Both these Policies and Procedures (“Policies”) and the Call It Closed Residual Compensation Plan, in their present form and as amended at the sole discretion of Call It Closed International Realty, are incorporated into, and form an integral part of, the Call It Closed International Realty Associate Application and Agreement (hereafter “Associate Agreement”). These Policies are also incorporated into the Call It Closed Referral Network Associate Application and Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Call It Closed International Realty Associate Application and Agreement and/or the Call It Closed Referral Network Associate Application and Agreement, these Policies, and the Call It Closed Residual Compensation Plan. These documents are incorporated by reference into the Agreement (all in their current form and as amended by Call It Closed International Realty or Call It Closed Referral Network). It is the responsibility of each Associate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. If applicable, when sponsoring a new Associate, it is the responsibility of the sponsoring Associate to provide the most current version of these Policies and Procedures prior to his or her execution of the Associate Application and Agreement.

1.3 CHANGES TO THE ASSOCIATE AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, Call It Closed reserves the right to amend the Agreement and the prices for enrolment in Call It Closed in its sole and absolute discretion. Notification of amendments shall appear in Official Call It Closed Materials. Amendments shall be effective upon publication in Official Call It Closed Materials, including but not limited to, posting on Call It Closed’s website(s), e-mail distribution, publication in Call It Closed International Realty’s newsletter, product inserts, or any other commercially reasonable method. The continuation of an Associate’s Call It Closed business or an Associate’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments. ***The ability to modify the agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be modified by way of mutual consent.***

1.4 DELAYS

Call It Closed shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, pandemic, curtailment of a party’s source of supply, or government decrees or orders.

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Call It Closed International Realty or Call It Closed Referral Network to exercise any right or power under the Agreement or to insist upon strict compliance by an Associate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of either's right to demand exact compliance with the Agreement. Waiver by Call It Closed International Realty or Call It Closed Referral Network can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN ASSOCIATE

2.1 REQUIREMENTS TO BECOME AN ASSOCIATE

To become a Call It Closed International Realty or Call It Closed Referral Network Associate, each applicant must:

- a) Be of the age of majority in his or her state or country of residence;
- b) Reside in the United States or other countries, which have been officially opened by Call It Closed International Realty;
- c) Have a valid Social Security Number or Federal Tax Identification Number;
- d) Hold the appropriate license from the relative state or country;
- e) Submit a properly completed and signed Associate Application and Agreement, along with any other relative documents to Call It Closed International Realty electronically or by mail; and
- f) Submit the applicable enrollment fee.

2.2 NEW ASSOCIATE REGISTRATION BY THE INTERNET

A prospective Associate may self-enroll on the sponsor's web site. In such event, instead of a physically signed Agreement, Call It Closed will accept the Agreement by accepting the "electronic signature" stating the new Associate has accepted the terms and conditions of the Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Associate and Call It Closed.

2.3 ASSOCIATE BENEFITS

2.3.1 CIC ASSOCIATES

If an Associate chooses the "CIC Associate" option during the registration process, and once an Associate Agreement has been accepted by Call It Closed International Realty, the benefits of

the Compensation Plan and the Associate Agreement are available to the new Associate. These benefits include the right to:

- a) Refer Call It Closed International Realty services;
- b) Participate in and utilize the Call It Closed Success System™. Call It Closed International Realty reserves the right to change and/or discontinue any services related to the System at any time.
- c) Participate in the Call It Closed Revenue Share Program (receive bonuses and commissions, if eligible);
- d) Sponsor other individuals as Associates into the Call It Closed International Realty business and thereby build an organization and progress through the Call It Closed Revenue Share Program;
- e) Receive periodic Call It Closed International Realty literature and other Call It Closed International Realty communications;
- f) Participate in Call It Closed International Realty-sponsored support service training, motivational and recognition functions; and
- g) Participate in promotional and incentive contests and programs sponsored by Call It Closed International Realty for its Associates.

2.3.2 REFERRAL ASSOCIATES

If an Associate chooses the “Referral Associate” option during the registration process, and once an Associate Agreement has been accepted, the Associate will be assigned to the Call It Closed Referral Network, a separate company and operating under a separate brokerage license, and certain benefits are available to the new Associate. These benefits include the right to:

- a) Refer Call It Closed Referral Network services;
- b) Refer buyers, sellers, and potential buyers or sellers to Associates of Call It Closed International Realty and receive a portion of the commission to be negotiated between Associates and approved by the state Broker.

2.4 TERM AND RENEWAL OF A CALL IT CLOSED INTERNATIONAL REALTY BUSINESS

An Associate with Call It Closed International Realty must renew their Associate status annually by submitting a renewal fee of \$255. This payment is due once a year on the anniversary of the Associate’s acceptance date into the Company. If the Associate allows his or her business to expire due to non-payment of the renewal fee, the Associate will lose any and all rights to his or her downline organization unless the Associate re-activates within sixty (60) days following the expiration of the agreement.

If the former Associate re-activates within the 60-day time limit, the Associate will resume the rank

and position held immediately prior to the expiration of the Associate Agreement. However, such Associate's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Associate is not eligible to receive commissions for the time period that the Associate's business was expired. Any Associate whose agreement has expired and lapsed the 60-day grace period is eligible to reapply for a Call It Closed International Realty business but will restart as a Level 1 Associate and will not regain the rights to his or her downline organization. Any Associate terminated by Call It Closed International Realty may not reapply to do business for twelve (12) months from their termination date. The downline of the expired Associate will not roll up and the vacant position will remain vacant.

All other terms relative to term and renewal are stated in the Call It Closed International Realty Associate Application and Agreement.

SECTION 3 – INCOME DISCLAIMER POLICY

In an effort to conduct best business practices, Call It Closed International Realty has developed an income disclaimer ("Income Disclaimer"). The Call It Closed International Realty Income Disclaimer is designed to convey truthful, timely, and comprehensive information regarding the income that Call It Closed International Realty Associates earn. In order to accomplish this objective, a copy of the Income Disclaimer must be presented to all prospective Associates.

A copy of the Income Disclaimer must be presented to a prospective Associate (someone who is not a party to a current Call It Closed International Realty Associate Application and Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") includes: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Associate earned over a million dollars last year" or "Our average ranking Associate makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher-ranking Associates is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Associate with a copy of the Income Disclaimer. Copies of the Income Disclaimer may be printed or downloaded without charge from the company website at www.cicbackoffice.com.

SECTION 4 – OBTAINING AND SERVICING LISTINGS

4.1 BROKERAGE COMMISSIONS

When discussing Brokerage Commissions with the public you are quoting the Company commission only. The commission rate for the sale, rental, or management of real property shall be determined between each individual broker, associate and their client, not by the Board of REALTORS®. It is important to provide each client, whether buyer or seller, with written notification that all commissions are negotiable between the parties and there is no standardized commission.

- a) There is never to be any discussion with a cooperating broker or sales associate or the general public, regarding commission rates, pricing structures, marketing practices or the fee structure or business practices of a competitor (i.e., if you are ever part of a group that is discussing any of the above, you are to immediately excuse yourself from the discussion).
- b) All listings are subject to a transaction fee or broker commission in addition to the negotiated real estate commissions. Said fee is determined by the type of transaction. Any exceptions must be preapproved by the Company.
- c) Although Call It Closed associates are encouraged not to reduce commissions and may not represent Call It Closed as a discount brokerage, associates may negotiate commissions to procure a listing without Company approval.

4.2 TYPES OF LISTINGS

- a) Exclusive Right to Sell
 - 1. This is the full right to represent the owner in any sale of the property.
 - 2. There is a standard listing agreement form that is to be signed by the sellers (all owners of record must sign). We strongly recommend a minimum term of 180 days. In most states, there is a requirement to return a fully executed copy of this document to the sellers within 24 hours of signing.
- b) Exclusive Agency Listing - This type of listing is not recommended. (Seller has right to sell property with no commission paid.)

4.3 LISTING AGREEMENTS - FORM AND INFORMATION

- a) The listing associate is to secure all information and prepare the Multiple Listing Service (MLS) listing form (where applicable). MLS services require that all information furnished be complete and accurate. As the person providing information to the MLS, you are therefore responsible for the accuracy and completeness of the information. It is imperative to pay attention to the taxes, special assessments and pending special assessments, as they are critical. Flood plain or flood plain fringe area and zoning information should be noted if applicable. All information must be updated when renewing a listing. The Company recommends a minimum of 25 high quality pictures of each property (pictures should be professional, not using a phone).
- b) Personal property is an important part of a sale. A clearly written understanding eliminates most disputes when you list the property.

Example: refrigerators, water softeners, washers and dryers, mirrors, gas lights, barbeque grill, propane tanks (rented or owned), furniture, or anything the owner is not leaving that may be thought normally included should be listed as reserved items.

- c) Review for accuracy the listing data after it is on the MLS website. Any errors should be immediately corrected.
- d) Possession date and terms are to be specific.
- e) Contract for deed. Ask to see the owner's copy of the Contract for Deed. Verify the information with the title holder.
- f) In cases of Power of Attorney, obtain a copy to ensure the validity and expiration dates.

4.4 RESERVED BUYER EXCEPTIONS TO LISTING AGREEMENT

The owner may claim an unspecified number of his/her prospects as reserved buyers to the listing agreement. Write the names of the exception buyers on a separate page or addendum attached to the listing agreement. The exception prospect time period must have a specific deadline date, and the Company suggests this be for a maximum of 10 days.

4.5 LENGTH OF LISTING AGREEMENTS

It is preferred by the Company that listing agreements be for a period of at least 365 days, and not less than 90 days. Make every effort to obtain a listing of this length, thereby increasing your opportunity to sell the property. The protection period for the prospects is recommended to be at least 90 days. It is the listing associate's responsibility to send the seller the protection list of prospects, (name and address) prior to the expiration of the listing.

4.6 THE LISTING CONTRACT WITH THE OWNER

- a) Verify through tax records or other means who the owners of record are for the property and obtain copies of identification for the signers of the listing agreement.
- b) Fully explain the terms of the listing agreement, the Call It Closed General Disclosure, including the transaction fee or broker commission, and any other applicable forms and/or addenda to all owners. Make certain they are all understood.
- c) The owner(s), you, as an associate of the Company, and the Broker sign the listing agreement (this may vary by state). Any change of the agreement is to be initialed by the owner. The owners are given one copy within 24 hours. If there is more than one owner, all must sign individually unless other relevant documents, such as a death certificate, power of attorney, etc, are provided. If the owner is an entity, a person must still sign and must show documentation showing they are authorized to bind the entity to such agreements.
- d) If the seller is paying a bonus, the specific conditions for earning the bonus must be put on the listing contract or addendum to the listing agreement.

4.7 CANCELLATION OR WITHDRAWAL OF LISTING

- a) A cancellation or withdrawal, when approved by the Company management shall terminate a listing as of a certain date. Prospects who have seen the property, according to the terms of the listing agreement, remain our prospects. With this exception, the owner is otherwise free to dispose of the property in any manner following an approved cancellation.
 - 1. A cancellation or withdrawal must have the approval of one of the firm's Brokers.
 - 2. The owner is to be notified in writing of our agreement to cancel the listing agreement. You should furnish the owner with a list of your prospects in writing prior to the cancellation.
 - 3. The MLS is to be notified of the cancellation by making the appropriate changes on the MLS website.
 - 4. The listing associate releases all future rights to the property in that the property may be relisted by any associate. The original listing associate can reinstate their rights by relisting the property.

4.8 OFFICE PROCEDURE – NEW LISTINGS

- a) The listing forms are to be properly and totally completed for every exclusive listing and, where applicable, are to be submitted to the MLS within 24 hours.
- b) Late or missing information fees or penalties charged by MLS are the responsibility of the listing sales associate.
- c) A Seller's Disclosure form MUST be completed by the seller and submitted to the Skyslope file for each property listed. A CIC associate may NEVER fill out or complete a Seller's Disclosure for the seller and the seller must sign and date the form after filling it out. The only exceptions to this form being required may be a new construction sale, investor sale (depending on local law), or commercial sale.

4.9 MLS CO-OP RELATIONS

- a) Local MLS rules state that a listing must be promptly submitted to MLS. MLS charges a fine for late listings received by the MLS office. Any fines by MLS will be charged to the listing sales associate.
- b) Sales by MLS, REALTOR® brokers of our listings will be allowed. It will be the seller's choice whether or not to offer compensation to said buyers' brokers. If compensation is offered, it is negotiable between the parties. Some states may require additional forms to be submitted with the purchase offer to specify who is paying the commission to whom.

4.10 PROPERTY INSPECTION

- a) When you wish to have a property toured, as a listing associate, you will call the owner for permission for the tour.
- b) The listing associate is to act as a host of the property, when possible.
- c) Your regular attendance on the tour is important for the knowledge you gain as well as the impression we make on the homeowners.
- d) We must show respect for the homeowner's property. Thank the owner and leave, without any discussion on price, condition, etc.

4.11 SIGNS

- a) A clean, bright "For Sale" sign is a most important selling tool when allowable. That sign finds buyers that want the location and like the exterior of the home. "For Sale" signs will be placed on the listed property by the next business day after the entire listing package has been added to the transaction management system. It is the associate's responsibility to maintain signs in a clean and orderly manner while displayed. It is the listing associate's responsibility to add their name rider and sale pending signs. A listing associate's name rider on the "For Sale" sign will create added calls to the listing associate when calling for information of the property. It will increase your sales to see the "For Sale" sign.
- b) Signs may be designed according to an agent's wishes, provided that all signs meet local real estate compliance guidelines and CIC trademark and branding guidelines.
- c) It is vitally important that you conform to the communities' ordinances and sign policy on each listing that you take.
- d) Arrows and directional signs cannot be placed on public property. To use them you must put them on private property with the property owner's permission. Public property includes highways, parks, playgrounds, and parking areas on residential streets.
- e) In the event an individual sign must be designed, painted and/or erected for a special purpose listing such as commercial or industrial property, vacant land, development, or specific subdivisions, the signs must have the broker's approval as to the layout, style, content, etc. Cost of special signs will be paid by the listing associate.
- f) Condominium and/or home-owners' association by-laws may prohibit the use of "For Sale" signs on the premises. When listing this type of property check the sign policy. We will abide by their policies regarding signs.
- g) The sign must be removed from the listed property promptly after closing.

- h) Signs on all listings should be checked periodically to verify they are still present and in acceptable condition.

4.12 SALES ASSOCIATE RIGHTS TO A LISTING

- a) If a seller wishes to change listing associates, one of the Brokers will be consulted and a new associate assigned to the listing. The original listing associate, as long as they are still associated with the Company, may receive a referral fee of up to 25% of the listing commission depending upon the circumstances.
- b) When a Company listing expires, the original listing associate forfeits all rights to the listing.
- c) If the listing associate leaves the Company during the term of a listing agreement, Broker shall have the right to immediately assign a new associate to the listing with no compensation to the original listing associate. If the owner(s) wishes to transfer the listing to the new company of the original listing associate, a written notice of cancellation of the listing agreement must be received and any terms of said agreement, including any provisions for marketing fees, cancellation fees, etc, will be enforced before the listing is cancelled. If there is an executed contract for sale already pending, the listing agreement will not be cancelled and the original listing associate will be paid at closing according to their individual commission split agreement with the Company.

4.13 JOINT LISTING WITH ANOTHER COMPANY ASSOCIATE

- a) It is the responsibility of the associate jointly listing a property to make their own arrangements, setting forth their working agreement in writing and providing a copy to the Company. The understanding will include advertising and open house rights, sign calls, all prospects and listings obtained through the listed property.
- b) If there is not a written understanding among the associates, the Company will consider commissions and prospects on a pro rata basis (i.e. if a property is listed by 3 associates the listing commission is split 3 ways in the absence of a written agreement).

4.14 COMPETITION WITH ANOTHER COMPANY ASSOCIATE

- a) If in attempting to list a property, the owners state their intention to list with a fellow associate, we recommend that you agree with the owners that they have made a good choice and leave. It will not be in your best interests or those of the Company to continue to pursue the listing under these circumstances. Call the named fellow associate and tell them the owner's intention to list with that associate. If a buyer says they are working with a fellow associate, the fact that they do or do not have an agency agreement will not pertain (the buyer is working with who they say they are).

- b) In like manner, an effort should be made to determine if a buyer prospect is actively working with fellow associate. It will not be in your best interest or those of the Company to continue to pursue a sale under circumstances that prospect is currently working with fellow associate. Call and tell them of the buyer's further interest and determine who will pursue that interest.

4.15 AGENCY DISCLOSURE

- a) Agency Disclosures must be completed per applicable state real estate law.
- b) When entering into listing contracts, the listing associate must advise sellers/landlords of:
 - 1. The Company's policy regarding cooperation with subassociates, buyers'/tenants' associates, or both.
 - 2. The Company's policy regarding cooperation with other firms.

4.16 CALL IT CLOSED GENERAL DISCLOSURES

There are a residential and commercial version of this document for sellers. The appropriate disclosure should be presented to and signed by all owners that are party(ies) to the listing agreement, either at the first substantive meeting with the prospective seller(s) or at the time the listing agreement is signed at the latest. A signed copy of this document must be placed in every listing file.

SECTION 5 – SHOWINGS, OPEN HOUSES, AND PROSPECTS

When possible, it is a general policy of Call It Closed International Realty that no property is shown by a female associate by herself unless there is an existing relationship between the associate and the prospect. If the associate must do the showing alone, the associate should notify the broker or another associate of the showing times and location. This policy also applies to holding open houses alone.

Note - You should be aware and make the buyers aware of potential video and/or audio recording devices in the property to be shown and be careful not to discuss any potential offer or contract terms until you have left the property.

5.1 SHOWINGS OF COMPANY LISTINGS

- a) All showings of occupied properties are to be by appointment.
- b) If you arrive at a home and your buyer does not to want inspect the interior, it is common courtesy to go to the door and inform the owner, in person or in a note, or to inform the listing agent that the prospect has chosen not to inspect the home.
- c) So that the owner is aware of your identity, leave your business card at every showing.

- d) It is always in your best interest to be courteous to all property owners. Do not make any remarks or give opinions about price, conditions or the listing associate. Extend all the courtesies you would hope your owners would receive from your associates.
- e) You may show a property unless there is a signed purchase agreement accepted by both owners and buyers. If there is an existing counter offer you may still show the property with the sellers' permission through the listing associate. In the event that the seller requests back up offers, the property may be shown with notification of the listing associate.

5.2 SHOWINGS OF AN MLS OR CO-OP COMPANY'S LISTING

- a) All showings of listings within the MLS should be arranged in accordance with MLS instructions.
- b) If you arrive at a home and your buyer does not want to inspect the interior, it is common courtesy to go to the door and inform the owner, in person or in a note, or to inform the listing agent that the prospect has chosen not to inspect the home.
- c) So that the owner is aware of your identity, leave your business card at every showing.
- d) It is always in your best interest to be courteous to all property owners. Do not make any remarks or give opinions about price, conditions or the listing associate. Extend all the courtesies you would hope your owners would receive from your associates.
- e) You may show a property unless there is a signed purchase agreement accepted by both owners and buyers. If there is an existing counter offer you may still show the property with the sellers' permission through the listing associate. In the event that the seller requests back up offers, the property may be shown with notification of the listing associate.

5.3 PROSPECT PROTECTION

- a) A buyer who currently has a property listed with the Company will be the listing associate's prospect until their property is sold and closed or the listing expires.
- b) Ad calls and sign calls are to be directed to the appropriate listing associate. If there is a question as to who the listing associate is, refer to the corporate office or to Skyslope.

5.4 VACATIONS / ABSENTEEISM

- a) You will want to arrange for a fellow associate to take care of your business when you are unavailable. All arrangements between associates as to the handling of buyers, seller and the resulting commission division, will be in writing prior to the consummation of the transaction.

The details of that written arrangement are entirely between you and the appointed sales associate, however a copy of your arrangement will be given to your broker. If no arrangements are made the Company policy will be:

- Associate B shows homes for Associate A and the client buys a home, Associate A will share 25% of commission with Associate B.
 - If Associate B lists a home for Associate A, Associate B will receive 10% of listing commission.
 - It is important to cover for your associates in order to keep the client at Call It Closed International Realty Associates are much more willing to help out in a professional manner if they are being compensated for their time.
 - The Brokers will cover your closings and offer presentations on listings.
- b) When an open house associate has initial contact with new prospect, associate is to inquire if they “are currently working with anyone with our firm?” If prospect is an active prospect or seller of another Call It Closed associate, the open house associate is to act appropriately and contact other associate.

5.5 OPEN HOUSE PROSPECTS

OUR COMPANY POLICIES:

- a) Cooperation is a win-win situation for the sellers, buyers and the Call It Closed Sales Associate. Therefore, the following are recommended guidelines for handling situations for Call It Closed open houses with prospects entering and viewing the open house.
1. Any Call It Closed Sales Associate may show your open house to a prospect without an appointment, accompanying the prospect through the home. If a sale results from the showing to that prospect, the full sales commission on the buyers’ side of the transaction, if any is offered by the seller, goes to that showing Sales Associate.
 2. If a Call It Closed Sales Associate contacts a prospect in advance of the open house and notifies you as the open house associate that prospect (by name) will be coming to the open house, unaccompanied by their Call It Closed Sales Associate that Sales Associate shall receive 100% of the sales commission on the buyers’ side, if any is offered by the seller, in the event a purchase agreement is written by the referring Sales Associate which is accepted by the seller.
 3. If in the event a Call It Closed Sales Associate has been working with a prospect and has shown the prospect homes, developed rapport, encouraged the prospect to allow the Sales Associate to arrange for the prospect to be shown homes of any interest, and prospect still enters an open house of another Call It Closed Sales Associate, without previous notification, the Sales Associate who had been working with the prospect will receive 100% of the buyers’ side of the sales commission, if

any is offered by the seller. The purchase agreement and follow up must be accomplished by the Call It Closed Sales Associate who had been working with the prospect previously. In the interest of professional courtesy, the open house Sales Associate will contact the other Call It Closed Sales Associate and report that prospect did come through the open house, was interested in it and that the Sales Associate should follow up with the prospect.

- b) As a general rule, according to the guidelines as set forth by the National Association of Realtors, an agent holding an open house for a Call It Closed listing is acting as an agent or subagent of the seller and is able to show the property to prospective buyers without a signed Buyer Brokerage Agreement. If the buyer wishes to place an offer on the property, they would then have the BBA signed at the time the offer is signed as well as any relative compensation agreements.

SECTION 6 – OBTAINING AND PRESENTING THE PURCHASE AGREEMENT

6.1 DISCLOSURE OF AGENCY RELATIONSHIP – BUYER BROKERAGE AGREEMENT

Agency must be disclosed to prospective buyers before any properties are shown to them, even if that particular state law does not require it. Call It Closed requires the appropriate Buyers' Brokerage Agreement be signed and placed in the offer/transaction file in Skyslope. This agreement must state, at a minimum, that all commissions are negotiable. It must include a set percentage or amount of commission to be paid, along with the transaction fee, and the Company cannot accept any commission or bonuses in excess of that amount. The Agreement can be for any period of time and/or for specific areas or properties. The customer must be asked if they have signed a Buyer Brokerage Agreement with any other firms and advised to consult an attorney about the potential ramifications of signing said Agreement with more than one brokerage. A copy of the signed Agreement must be furnished to the local MLS upon request.

6.2 THE PURCHASE AGREEMENT

- a) The purchase agreement is the contract that sets forth the intent of both the buyers and sellers. It establishes the basis upon which the listing and sales associate, mortgage companies and attorneys and/or closing associates process the sale.
- b) All purchase agreement addendums must be signed and attached by all parties and must be attached to the original purchase agreement.
- c) The lack of a complete understanding of all terms of the purchase agreement can create many problems. Make certain all parties to the agreement review the entire contract and make every effort to see that they understand the offer. We always suggest to the parties they review all purchase documents with an attorney.
- d) Personal property inclusions and exclusions create problems also. Be exact and complete. The purchase agreement supersedes the listing agreement and the seller's statement of condition. If any fixture is not included, specify that exclusion on the purchase agreement. Remember, all personal property included in the sale must be

clearly defined in the purchase agreement or separate personal property bill of sale or addendum.

6.3 EARNEST MONEY

- a) The purpose of the earnest money is to commit the buyer to the purchase. The more earnest money, the stronger the buyer's commitment to complete the transaction. The Company recommends at least 1% of the purchase price, or a minimum of \$1,000, as earnest money. This may vary by market area.
- b) Have earnest money checks made payable to the appropriate title company or attorney handling the transaction, unless otherwise specified in the MLS listing information or by the listing associate. Earnest money may also be sent via wire transfer.
- c) If the amount of earnest money exceeds the down payment the excess will be returned to the buyer or applied to the closing.
- d) The deposit of earnest money checks is to be completed in accordance with local state law.
- e) If, in the event an earnest money check is returned for non-sufficient funds or other cause, the associate must notify the seller and brokers on both sides of the transaction immediately in writing of the returned check.
- f) Earnest money on a sale with a first right of refusal contingency must be deposited immediately after the purchase agreement is signed by all parties. You cannot wait until the contingency is removed.
- g) Postdated checks and promissory notes will not be accepted.
- h) Cash is not accepted.

6.4 REAL ESTATE TAXES

- a) It is recommended that the Sales Associate explain to the buyers about the Homestead Tax Reduction, and the Save Our Homes program if appropriate.
- b) Property valuations may change when a property is sold. **DO NOT MAKE REPRESENTATIONS AS TO FUTURE TAXES OR SPECIAL ASSESSMENTS.** It is impossible to guess the future actions of the taxing authority.
- c) It is recommended that sales associates verify with the county the seller's homestead property tax classification.

6.5 BUYER SIGNATURES

- a) All changes and corrections must be initialed by all parties signing the purchase agreement. **Never** sign or initial on behalf of the buyer or seller, even when you have been instructed to by either party.
- b) Electronic signatures through Skyslope are preferred. Some banks may require wet signatures.

6.6 APPOINTMENT TO PRESENT THE PURCHASE AGREEMENT

- a) Offer on MLS Listing
 - 1. All offers should be typed or printed legibly and earnest money be made payable to the specified title agency or attorney. A copy of the earnest money check will be made and retained for office files. Offers should be created in and sent through the Skyslope software whenever possible.
 - 2. The listing associate/broker should be contacted immediately for presentation to the seller.
 - 3. In the event that you cannot contact the listing associate or their representative within the time frame of the purchase agreement, presentation should be made through the listing broker.
- b) Offer on Company Listing
 - 1. All offers should be typed or printed legibly and earnest money to be made payable to the appropriate title company or attorney. Offers should be created in and sent through the Skyslope software whenever possible.
 - 2. The listing associate should be contacted immediately for presentation to the seller.
 - 3. In the event that you cannot contact the listing associate within the time frame of the purchase agreement, the broker will make all offer presentations.

6.7 WHAT OFFERS ARE TO BE PRESENTED

- a) Call It Closed Policies and Procedures require all written offers on a property to be presented immediately. The purchase agreement should be accompanied by an earnest money check or copy as well as a mortgage preapproval letter or proof of available funds for cash offers.
- b) Oral offers have no validity in real estate transactions and should not be presented. They are unenforceable. Purchase agreements will not be valid until all parties have signed and initialed any changes on the purchase agreement and addendums.

- c) In the event there are offers from more than one buyer, all of the offers deserve equal consideration regardless of the sequence in which they were written. All offers should be presented at the same time if possible. The Call It Closed Multiple Offer Disclosure may be required.
- d) In the event there is an outstanding counter-offer on a home, a new offer must be presented if received prior to the acceptance of the counter-offer by the first buyer. The acceptance of the new offer should be contingent upon the cancellation of the existing counter-offer.

6.8 PRESENTING THE OFFER

- a) The listing associate has the right to present the offer, but the selling associate may be asked to present the offer.
- b) As listing associate, your primary legal responsibility is to represent the seller, unless you have had the seller sign a notice of a change in agency disclosure. Be certain to meet that responsibility. Don't let those few "little details" slide. They may create legal and financial problems for you and our seller later.
- c) Prepare a "Seller's Estimated Closing Statement" and go over it with the seller. A copy of a signed "Sellers Estimated Proceeds" must be in the Company file in case another associate is covering your closing, so be certain the facts are correct to the best of your ability. It is usually best to obtain this from the closing attorney or title company.

6.9 ACCEPTANCE OR COUNTER-OFFER

- a) An offer may be accepted, rejected, or countered by the seller.
 - 1. If the offer is accepted without change, have the seller sign it. The original purchase agreement and addendums are held by the listing firm. The seller receives a copy. The selling associate delivers a copy to the buyer and keeps a copy. The earnest money deposit is held at the title company or closing attorney noted on the contract.
 - 2. If the offer is changed it becomes a counter-offer. In the case of a counter-offer the seller should sign the counter-offer or initial the changes to the original offer and sign that purchase agreement. The counter-offer is only a sale when it is signed by the buyer and delivered to the seller or their associate. Copies should be distributed as in #1 above.
 - 3. Never take the verbal assurance of another associate that something "will be O.K. with the buyer. Don't bother to change the agreement." Get the change made on the purchase agreement counter-offer form with signatures, initials, dates, and times; if you do not, you may be legally and financially responsible.
 - 4. When an offer is rejected, all forms and earnest money checks are to be returned to the sales associate and copies will be given to the office manager.

- b) **Never sign or initial papers on the behalf of the buyer and seller, even when you have been so instructed to by either party.** Never make any changes after the purchase agreements have been signed by the buyers and the sellers, except with specific instructions to make changes by buyers and sellers and have buyers or sellers initial the changes made. These changes should be dated if different than the offer acceptance date.

6.10 CANCELLATION OF A PURCHASE AGREEMENT

- a) A written document, including the clause "the purchase agreement is null and void and the earnest money is to be returned to the buyer," may not legally cancel a purchase agreement. A purchase agreement will be legally canceled by a written agreement to cancel between the buyer and seller or by a court order. Associates are required to have a cancellation agreement signed in the event of an agreement being declared "null and void."
- b) A Mutual Release is to be used when an agreement is canceled. When it is completed turn it in to the Brokers for approval and then to the title Company holding the escrow funds and they will disburse the earnest money according to the agreed terms of the cancellation agreement. This form is to be signed by the buyer, seller, listing associate and broker.
- c) Always discuss any pending cancellations with your broker.
- d) Earnest money may not be refunded or disbursed until it has been verified that the earnest money check has cleared the buyer's bank. This may take ten or more business days. Upon verification of check clearing the buyer's bank, the earnest money will be disbursed as the cancellation documents instruct the distribution. Specific policies and timing may vary slightly depending on the title company or attorney holding the earnest money, but all disbursements must be according to the terms of state statute.

6.11 CALL IT CLOSED GENERAL DISCLOSURES

There are a residential and commercial version of this document for buyers. The appropriate disclosure should be presented to and signed by all buyers that are party(ies) to the transaction either at the first substantive meeting with the prospective buyer(s) or at the time the purchase offer is made at the latest. A signed copy of this document must be placed in every offer/transaction file, regardless of whether the offer is accepted or not.

SECTION 7 – CLOSING PROCEDURES

7.1 COMPLETION OF SALES INFORMATION

- a) Allow enough time to close the transaction. Allow time to have an inspection done, a title opinion rendered, to clear title and to prepare the closing papers. If there are delays because of counter-offers, getting out of town signatures, etc. change your

closing date and be sure to notify all parties of the change in writing and all parties sign.

- b) The listing associate will handle all negotiations regarding the terms and conditions of the purchase agreement and the acceptance by the seller.
- c) All money to be collected under the terms of an offer to buy as additional earnest money or down payment prior to actual closing date shall be collected by the sales associate at the time it is due from the buyer in accordance with the terms of the purchase agreement.
- d) The buyer's associate will coordinate for placement of the loan application with a preferred loan officer or mortgage company if the buyers are not already working with a lender. A Call It Closed Mortgage Loan Originator is preferred.
- e) The associate then follows each transaction and maintains contact with the lender through the approval or rejection of the loan application.
- f) The associate will notify the listing associate when the loan is approved or rejected immediately.

7.2 PURCHASE AGREEMENTS

The sale begins and ends with the purchase agreement. If the purchase agreement is not complete or it is not completely understood by both Buyer and Seller, the chances of a good closing are very remote. All purchase agreements, addenda, etc should be created/filled in using the Skyslope software. If it is necessary to hand write a contract, do so legibly. Re-read the purchase agreement and be sure it states, without a doubt, what the client intended. Your sale will be closed according to the terms in your purchase agreement. When accepted, the purchase agreement becomes a binding contract.

All written purchase agreements must be presented to the Seller. We must have a signed copy of the purchase agreement before closing. ALL purchase agreements written must be in the listing office closing file. Prepare estimated closing statements for our clients.

Should terms or stipulations be changed in the purchase agreement, the listing associate must have an addendum showing the change with times and dates, signed by the Buyer and Seller, in the file prior to closing.

1. Purchase agreements must have the following necessary information: property address, legal description, sales price, date for securing financing, closing and possession dates, inspections, etc.
2. If offer must be sent out of town for "signatures", a copy of offer with acceptance via email may be substituted pending original offer being signed and returned for our files. Skyslope should be used for electronic signatures whenever possible.

3. In the event an appraisal is low, the associate will be informed by the lender and will be expected to negotiate between buyer and seller. If negotiation is possible, the new offer will be resubmitted to the loan Company for approval. If renegotiation is impossible, listing associate should be informed so various charges incurred may be paid and property may be put "back-on-market."
4. In the event a loan is rejected, the listing associate will be informed. They will be given the opportunity to work out any new avenues of financing, credit, etc. that may be available.
5. On sales that have "fallen through," release forms are required and the associate will obtain all necessary signatures prior to the release of earnest money.

7.3 EARNEST MONEY DEPOSITS

On most transactions, earnest money must be delivered to the appropriate title company or attorney no later than the next legal banking day after acceptance of the purchase agreement, depending on local real estate laws.

Earnest money must be the amount stipulated on the purchase agreement. The Company recommends a minimum amount of 1% of the purchase price or at least \$1,000 in earnest money. This amount may vary based on market area.

Cash is not acceptable as earnest money. If a buyer only has cash available for their EMD, assist them in getting the cash converted into a money order or cashier's check.

Earnest money checks will be made payable to the appropriate title company or closing attorney. Cashier's checks or wires are preferred. Post dated checks ARE NOT acceptable. All checks will be delivered the next banking day after acceptance of offer.

7.4 APPROVED NEW FINANCING

As the sales associate, instruct the loan officer to call you when the loan is approved and to provide a copy of the loan approval via email.

7.5 TITLE OPINION

The sales associate will verify the ordering of title insurance with the lender and title company.

7.6 ASSUMPTION PAPERS

This Company will not accept any assumption transactions without the seller being released of full liability.

When an assumption purchase agreement is accepted the associate will call the lender to see if the Buyer must be approved.

ASSUMPTION PAPERS CAN BE PREPARED ONLY AFTER BUYER'S LOAN APPROVAL.

The sales associate will have the responsibility to order and receive assumption papers timely in accordance with the scheduled closing dates.

The name of the lender and the LOAN NUMBER must be on the worksheet. Most lenders will not issue assumption papers until they are given a loan number.

The associate will review all aspects of the transaction with one of the Brokers.

7.7 INSPECTIONS

TERMITE AND ALL OTHER INSPECTIONS, IF DESIRED BY THE CLIENT, SHOULD ONLY BE ORDERED BY THE BUYER. Only licensed and properly bonded companies should be offered as choices. The buyer should choose his or her own criteria for an inspector.

7.8 AMORTIZATION SCHEDULES

If requested, amortization schedules can be approved for the Buyer and Seller on all contract sales.

7.9 FINAL CLOSING DOCUMENTS

Closing documents such as deeds, contracts, affidavits, declarations, W9's etc. will be secured by the closing agent for signatures. Included will be an actual closing statement for the buyer and seller, prepared by the closing agent.

All signed closing documents must be in the Skyslope file at the time of disbursement of all funds. See Section 14 below for potential penalties assessed for incomplete files.

Filing and commission disbursement cannot be completed until all funds are collected from the buyer and/or seller.

ONLY QUALIFIED CLOSING COMPANIES AND/OR ATTORNEYS WILL BE USED TO CLOSE A TRANSACTION.

7.10 DOWN PAYMENT

All funds presented at closing for down payments, closing costs, etc must be in the form of a wire.

The lender or closing associate will take care of the filing process in the event a new loan is being secured. When the lender's processing is complete, they will call the sales associate.

7.11 COMMISSION PAYMENT

Upon receipt of all closing documents, proceeds, reporting of the sale to MLS, and all necessary items placed in the Skyslope, commission payments will be made. Commission checks will be completed within 3 business days following the transaction closing. Alternatively, a Commission Disbursement Agreement may be submitted by the associate for broker approval and, once

approval is obtained, that CDA may be submitted to the closing company for associate commission payments to be made directly to the associate at closing. Requests for CDA's will **not** be honored if:

- 1) The file is missing any required documentation. The checklists should be complete or appropriate notes made for any non-applicable documents.
- 2) The request for the CDA is not made at least 72 hours prior to closing. Some closing companies may require the CDA at least one week prior to closing.
- 3) The agent has been corrected multiple times for missing information in files.

7.12 EARLY POSSESSION BY AGREEMENT

- a) **Do not give possession of a property to a buyer without a properly executed early possession agreement.** We must have the signed approval of the seller and buyer. Both should make sure they have proper insurance coverage on the real property and their personal property within the real property.
- b) Any money deposited under an early possession agreement shall be funds payable to the appropriate title Company or directly to the seller.
- c) The moving of furniture or other possessions into a property prior to closing of a sale must be approved in writing by both the buyer and seller. The written agreement shall include that the seller is not responsible for the buyer's property. The buyer should have an insurance policy as above.
- d) Please note that any possession prior to closing is HIGHLY discouraged.

7.13 LEASEBACKS

Occasionally, a seller wishes to remain in or continue using a property after it is sold through a leaseback agreement with the new owner. This is HIGHLY discouraged (unless the seller is a builder that wants to use the home as a model after closing) and the buyer should be advised of the possible consequences of such an agreement, including but not limited to the eviction process as per local statute. If a leaseback is agreed upon, a separate lease agreement must be signed by all parties along with an explicit agreement regarding possession at the end of the lease term.

7.14 ATTENDANCE AT CLOSINGS

- a) The sales associate will be aware of their closings. **Attendance is highly recommended**, unless the associate makes arrangement for the broker to attend in proxy, as it is excellent public relations. It is best to stay in the background. The client appreciates your assistance. In the event you see that something is not in accordance with the purchase agreement, you should politely call this to the attention of the closer. The sales associate will have the responsibility to order and receive closing papers in order to verify correctness, especially buyer closing figures and seller net proceeds.

- b) Upon receipt, the sales associate will review the closing statement with the client.

SECTION 8 – ORGANIZATIONAL AND ADMINISTRATIVE PROCEDURES

8.1 TERMS OF ASSOCIATION

All personnel acting in a sales capacity are "Independent Contractors." You are self-employed and are responsible for your own records and payment of State and Federal Income Taxes and self-employment tax. You will receive a 1099 tax statement from the Company at the end of each year showing the total commissions paid to you. A copy of the Call It Closed Associate Application and Agreement is included as part of your onboarding process.

8.2 CONDITIONS TO ASSOCIATION

- a) Call It Closed International Realty requires that all associates selling or renting real estate be tested and licensed by the appropriate state licensing authority.
- b) In most areas, Call It Closed International Realty is a REALTOR® firm. We require that you immediately become a member in the LOCAL, STATE AND NATIONAL BOARD OF REALTORS® AND SUBSCRIBE TO THE CODE OF ETHICS OF THE NATIONAL ASSOCIATION OF REALTORS®. We also recommend you attend the many educational programs sponsored by the Board. In areas in which membership to a Board of Realtors is not required, the Company may waive this requirement for agents. Call It Closed Referral Network is not a REALTOR® firm and therefore does not require membership in a local Board.

8.3 CONDUCT OF ASSOCIATES

In order to succeed in working with the public, you will want to present yourself in a professional manner.

- a) You will want to be neat in appearance and make every attempt to create a favorable impression. We suggest business casual or business dress attire. Take pride in your appearance and avoid wearing inappropriate attire when in the office. Your appearance not only influences your clients but others clients as well. Your inappropriate attire may cost an associate a client.
- b) A neat clean automobile reflects personal pride and organization.
- c) It is suggested that you carry your sales and listing materials in a neat portfolio or briefcase. Use of a tablet or laptop is highly recommended.
- d) Most clients will be offended by your use of alcohol or tobacco prior to or while you are counseling or representing them. You are encouraged to refrain from them even though your clients may be using them.

- e) Some clients may be offended by an associate's use of swearing or obscene language and the use of such language is discouraged when with clients even though they may be using it themselves.
- f) Swearing and obscene language will not be tolerated in the office at any time. This type of language is considered unprofessional and reflects poorly on the Company.
- g) Our office has established a "no smoking" policy for the comfort of our staff and Clients in any of our office locations. If employees or Sales Associates must smoke, we ask that you leave the office to do so.
- h) The Company reserves the right to require any contractor to submit to a drug screening before being hired or at any time during the duration of the Independent Contractor Agreement. Any contractor who is found in any of the Company offices or reported to be undertaking any real estate related activities while under the influence of drugs and/or alcohol is subject to immediate termination.
- i) Contractors will keep all company policies and procedures, commission plans, and any other proprietary information completely confidential.
- j) Attendance to all sales meetings is highly encouraged.
- k) Attendance to at least one sales meeting per month is required. This will usually be a meeting with your particular state broker and/or state leadership team.

8.3.1 SEXUAL HARASSMENT POLICY

The Company is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, the Company strictly prohibits discriminatory practices, including sexual harassment. Any sexual harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs in the workplace or at outside work-sponsored activities.

Sexual harassment defined. Sexual harassment is illegal under federal, state and local laws. It is defined by the Equal Employment Opportunity Commission as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

- (1) Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- (3) The conduct has the purpose or effect of unreasonably interfering with the individual's performance or of creating an intimidating, hostile or offensive working environment.

The types of behaviors that constitute sexual harassment may include, but are not limited to:

- unwelcome sexual flirtations, advances or propositions;
- derogatory, vulgar, or graphic written or oral statements regarding one's sexuality, gender or sexual experience;
- unnecessary touching, patting, pinching or attention to an individual's body;
- physical assault;
- unwanted sexual compliments, innuendoes, suggestions or jokes; or
- the display of sexually suggestive pictures or object.

Complaint procedure. Any employee who has a workplace sexual harassment complaint against a supervisor, coworker, visitor, client or other person, must bring the problem to the Company's attention. If you believe that you have been sexually harassed, you should immediately report the incident to an owner-broker or contact the office manager. The complaint will be immediately and thoroughly investigated in a professional manner.

You will be notified of a decision or of the status of the investigation within seven days from the time you report an incident. There will be no discrimination or retaliation against any individual who files a good-faith sexual harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a sexual harassment complaint. If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. *Disciplinary action, including discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.*

Actions taken internally to investigate and resolve sexual harassment complaints shall be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge.

Policy Application and Enforcement. This policy applies to all employees, managers, supervisors and other staff, whether related to conduct engaged in by fellow employees, supervisors, or someone who is not directly related to the Company, such as a vendor, consultant, client, customer, or other Company contact. All supervisors have the duty of ensuring that no individual or employee is subjected to sexual harassment and of maintaining a workplace free of such harassment. Supervisors shall discuss this policy with employees and assure them that they are not required to endure any acts of sexual harassment.

The Company will make every reasonable effort to ensure that all employees are familiar with this policy and are aware that each complaint received by the Company will be investigated and resolved appropriately. It is the Company's policy to encourage the reporting of all perceived incidents of sexual harassment, regardless of the position of the alleged offender. Every employee is also encouraged to raise any questions or concerns regarding this policy with an owner-broker. The Company will take all steps necessary to enforce its policy prohibiting sexual harassment.

8.4 RENTING AND MANAGING REAL ESTATE

- a) From time to time, sales associates are asked and/or volunteer their services to an owner of real estate who wishes to rent that property. Sales associates then find for the owner a tenant to occupy that property.

- b) Real Estate Law States:

The following acts and practices constitute fraudulent, deceptive or dishonest practices:

"FAIL WITHIN A REASONABLE TIME TO ACCOUNT FOR OR TO REMIT ANY MONEY COMING INTO THE LICENSEE'S POSSESSION WHICH BELONGS TO ANOTHER."

"CO-MINGLE WITH HIS OR HER OWN MONEY OR PROPERTY TRUST FUNDS OR ANY OTHER MONEY OR PROPERTY OF ANOTHER HELD BY THE LICENSEE."

- c) It is the law for all licensees to place into the appropriate escrow account any funds belonging to others, including damage/security deposits and rent. Proper records must be maintained by the associate regarding all monies. *NOTE – As a general policy, Call It Closed International Realty does not maintain escrow accounts.
- d) Do not consider "The Favor" of renting someone's property as being outside your license law requirements---IT IS NOT!
- e) A listing agreement is not your authority to manage, rent or lease another person's real estate, or to even "take care" of the property. A properly completed and signed management contract must be entered into with the owner of the property. This management contract is your authorization to collect funds, under the Company's control, for any purpose for the owner and spells out our responsibility as well as the owner's responsibility.

8.5 LIMITATION OF AUTHORIZATION TO SALES ASSOCIATES

The Company is not and shall not be liable for any expenses or obligations incurred by associates, unless a specific written authorization is granted by the broker/owner or owner prior to the obligation being entered into.

8.6 RESPONSIBILITIES OF SALES ASSOCIATES

As an "Independent Contractor," accurate representation of all facts is your responsibility. **A lack of accuracy will be at your expense.** You will also be responsible for any losses sustained by reason of your errors or omissions in connection with your preparation of documents in real estate transactions, including but not limited to payment in full of the company's deductible.

The Broker is explicitly responsible for the supervision and control of all the activities conducted on behalf of the sales associates as necessary to secure full compliance with the Real Estate

Law, including but not limited to the supervision of salespersons in the performance of acts for which a real estate license is required. They are also similarly charged with the responsibility to supervise and control all activities performed by their employees and associates in their name during the course of a transaction for which a real estate license is required, whether or not the activities performed require a real estate license.

To assist brokers to properly carry out their duty to supervise and control activities conducted on their behalf during the course of a licensed transaction, it is important for the broker to know and identify those activities which do and do not require a real estate license. This knowledge assists the broker to use licensed persons when required, and to extend and provide the necessary supervision and control over licensed and non-licensed activities as required by law and good business practices.

Broker knowledge and consent is a prerequisite to the performance of these unlicensed activities, since without these elements there can be no reasonable assurance that the activities performed will be limited.

These "Guidelines", when strictly followed, will assist licensees and their employees to comply with the license requirements of the Real Estate Law. They present specific scenarios which allow brokers to organize their business practices in a manner that will contribute to compliance with Real Estate Law. Brokers should be aware that it does not take very much to go from unlicensed to licensed activity.

8.7 TEAMS

Call It Closed encourages top producing associates to build teams if they so choose. However, team associates must be added from outside of the company unless prior consent is given by the broker to add an existing Call It Closed associate to the team. Team associates will each have their own separate independent contractor agreements with Call It Closed and may also have separate agreements with their team leaders as long as said agreements are provided to the broker for review and approval. Team associates will also be responsible for their own fees and expenses, however a team leader, by agreeing to accept the associate on to their team, also must personally guarantee said fees. If any team associate leaves or is terminated from Call It Closed, any outstanding balances will be applied to the balance of the team leader and must be paid within 30 days. Some states require team names to be appropriately registered with that state's real estate commission in order to be used for marketing and advertising purposes. All team marketing must comply with applicable state laws and must include the applicable requirements for the Company name, logo, and any other information.

8.8 AUTOMOBILE LIABILITY INSURANCE

As an "Independent Contractor" - you are responsible for sufficient insurance coverage. Unless otherwise provided by state laws, we require that you carry at least a minimum of \$100,000 - \$300,000 bodily Injury or liability. Please check to make certain you have proper coverage for your own protection. The Company is not responsible for accidents. The Company should always have current copy of your automobile insurance policy and should be named as an additional insured. Additional requirements may be listed in the Call It Closed Associate Agreement.

8.9 TERMINATION

- a) Your Call It Closed Associate Agreement requires a 60 day written notice of your intent to terminate said Agreement. Please review the Agreement for specific terms. If the required notice is not given, a portion of any pending commissions, up to 50%, may be withheld as liquidated damages.
- b) When leaving the Company you must return all property given or assigned to you, including this "Policies" document, training material, and any other CIC provided tools.
- c) All unsold listings remain the property of the Company, unless otherwise agreed to by the Broker. Broker will release all listings to the Associate upon written authorization from the sellers of each property.
- d) All commission pay-outs shall be subject to the provisions of Section 6.0. You are entitled to receive commissions on booked transactions that close after your date of termination. If you are unable to perform the necessary tasks to close the transaction, the Company reserves the right to assign another associate the closing responsibility and compensate them up to 50% of your portion of the commission.
- e) The Company shall be liable only for actual commissions received.
- f) The Company shall withhold from the commissions otherwise due and owing any income advances, advertising overages, MLS charges, Company fees or dues, or any other money owed the Company by the associate.
- g) There will be no bonus commissions, trips, incentives, etc. paid to an associate once they are no longer licensed with the Company.

8.10 ERRORS AND OMISSIONS INSURANCE

The Company has Errors and Omission insurance through a verified carrier. Please refer to the relative section of the Call It Closed Associate Application and Agreement for detailed information. Proof of insurance is available upon request as required by some sellers or outside vendors.

8.11 ASSOCIATE EXPENSES

- a) Any expenses incurred by an associate during the normal course of doing business are the associate's responsibility. Expenses charged to the associate by the Company will be paid at the time the expense is incurred or will be added to the associate's account.
- b) Every time an associate receives a commission check, deductions from the commission will be made towards any outstanding balance they may have with the Company.

In order for this automatic deduction to be waived, arrangements must be made and approval must be obtained from one of the managers prior to closing.

8.12 FAIR HOUSING

The Broker, State Brokers, and Company support and practice Fair Housing principles. Associates are encouraged to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. Failure to comply with Fair Housing principles will result in disciplinary action and possible termination of Associate.

If a seller or buyer asks directly or even infers that an associate discriminate against any protected class for any reason, that agency relationship should be terminated immediately and a written report should be submitted to the appropriate file with a copy sent to the Company corporate office within 24 hours of the incident.

8.13 COMPLAINT POLICIES

- a) Complaint against another real estate affiliated business.

No phone calls are to be made or letters written by sales associates to reprimand or complain about the actions or services provided by any real estate affiliated institutions or businesses. This would also include any real estate firm.

Any such justifiable reprimand or complaint will be first discussed with one of the brokers and such letter or call will be made or sent with broker input & consent.

All formal complaints must be filed with the local Board of Realtors per the terms of the Realtor Code of Ethics.

- b) Complaints received.

If a complaint is received by letter, the letter is forwarded to the Brokers for review and will follow the same procedure at that point as it would for telephone complaint.

If a complaint is received by phone from a client, the member of the support staff tries to obtain as much information as possible if one of the Brokers is not available. If one of the Brokers is available, the call is immediately transferred to them. The Broker also makes an effort to obtain as much information as possible about the complaint. The Broker at that point may try to set up an appointment to meet with the caller (with the client/customer if applicable). After the meeting, the Broker has a meeting with the sales associate involved to get their side of the story. Depending upon the complaint/problem, the Broker will try to resolve the situation by coming up with a solution after hearing both sides. If the parties involved in the complaint/problem all do not agree to this solution, it will be referred to a mediator or arbitrator.

SECTION 9 – COMMISSION

9.1 COMMISSION SCALES

Call It Closed International Realty is a 100% commission company. There may be exceptions to this in certain circumstances as agreed to between the Company and the associate in writing. No such exceptions should be discussed between associates at any time for any reason.

9.2 COMMISSIONS PAYABLE

- a) The Listing and Selling Commission percentage referred to herein shall apply only to the real estate commission received by the Company in connection with the sale or lease of real property by the sales associate. The commission shall be determined after any and all adjustments.
- b) On all Company listings, the listing and/or selling associate(s) will be paid on the gross commission collected from the seller, less any adjustments.
- c) On sales of co-op listings, the associate's commission will be figured on what the Company receives.
- d) In the event there is more than one listing or one selling associate, the commission on that side of the transaction will be divided as the associates have agreed in writing and each associate will be paid that percentage of their commission bracket. In the absence of a written agreement, the commission will be on a 50/50 basis.

9.3 ADJUSTMENT IN COMMISSION

- a) Prior to any adjustment in the commission, the adjustment must be approved by one of the Brokers, or the adjustment will be deducted fully from associate's portion of the commission.
- b) On a co-op sale, when a commission adjustment is necessary, get the approval of your broker and the written approval of the co-operating Company. The approved written adjustment must be provided to the closing associate of the transaction.

9.4 COMMISSION PAYMENT TO ASSOCIATES

Associates are encouraged to utilize the Commission Disbursement Agreement to receive commissions at closing directly from the title company or closing attorney (see Section 7.11 above). If an Associate chooses to have the commission check first come to the Broker, Broker will make every attempt to make commission payments by check or direct deposit within 24 hours of receipt and no later than the third business day after funds are delivered to the broker from a completed closing. All commission payments are subject to reduction, without notification, for any past due financial obligations owed by Associate. Broker cannot be held responsible for delays in commission payments due to the method by which payments are sent out by the closing

associate. The continued use of the Commission Disbursement Agreement is contingent on the associate properly maintaining and completing all files.

9.5 FORFEITED EARNEST MONEY

Do not make representations regarding disbursement of earnest money without consulting your broker. This will be subject to a transaction fee, to be determined by the broker or the Company.

9.6 RENTAL AND LEASING FEES

The net brokerage fee received by the Company in connection with the lease or rental of property will be split with the associate according to the commission schedule. A leasing fee may be paid for a renewal or extension of a lease, provided said extension or renewal option is in the original lease.

9.7 REFERRAL FEES

Referral fees (not corporate service referrals) from any outside broker agreements will be split in accordance with the referral agreement, to be determined prior to any contracts being presented. No bonus level applies.

9.8 BONUSES

All bonuses paid by sellers are to be paid to the Company and will be paid in to the earning sales associate according to their commission split. Bonus earning requirements must be in writing with all details and exceptions clearly spelled out.

When a transaction comes through to be paid with a bonus in addition to commission, the bonus is figured with the gross commission. If there is any outside broker participation, it should be clearly determined in writing in the original broker referral agreement how any bonuses should be divided. Call It Closed highly discourages including bonuses in the referral agreements.

9.9 DEFERRED COMMISSIONS

Prior management approval is required in all cases. Deferred commissions are definitely not encouraged.

- a) When all or part of the commission is received on an installment basis, the associate will be paid on the associate's earning bracket prevailing at the time of closing.
- b) The decision to defer a commission, in whole or in part, usually becomes a factor in putting a sale together. For this reason, the listing/selling associates, sales manager, and sellers as applicable, should be involved in drawing up the deferred commission agreement.

9.10 ADVANCED COMMISSIONS

It is the general policy of the Company not to advance any commissions to associates prior to closing. If the associate chooses to utilize a third party commission advance company, approval MUST be obtained from the Broker prior to entering into any such agreements.

9.11 RIGHT OF COMPANY TO ADJUST COMMISSIONS AND/OR SETTLE CLAIMS, DISPUTES OR LITIGATION WITH THE PUBLIC

- a) Prior to closing, all commissions paid or due are subject to negotiating to settle claims, disputes, or litigation.
- b) After closing, the Company has sole discretion as to actions taken regarding claims, disputes or litigation.
- c) The sales associate agrees to immediately inform his/her broker of all pending or possible disputes, mediation, grievances, or litigation with the public and/or other brokers.
- d) The Company attorney may be used and cost shall be the responsibility of the sales associate.

9.12 INTER-COMPANY DISPUTES

- a) If two or more sales associates of the Company have a dispute, it is recommended that the sales associates discuss the problem with each other.
- b) If necessary, all parties to the problem should meet with the broker and discuss the possible solutions to the problem in an attempt to resolve the situation. **Discussion among other staff or associates “seeking their advice” is inappropriate and will not be tolerated.**
- c) If necessary, management will resolve the dispute with a final decision given to all parties.
- d) It is recommended that the public should not be involved in the event of disputes between sales associates. Register any disputes with your broker. If an agreeable solution cannot be reached, the associate may request arbitration/mediation.

9.13 OUTSIDE BROKER DISPUTES

- a) In the event of disputes with other companies, the broker is to be notified immediately. In the case of a dispute that cannot be negotiated satisfactorily between the companies involved, the case will be submitted to the Arbitration Committee of the BOARD of REALTORS. All disputes must have management approval prior to submission to the Board. **Discussion among other staff or associates “seeking their advice” is inappropriate and will not be tolerated.**

- b) With the advent of mediation services, the Company would reserve the option of mediation instead of the Arbitration Committee of the BOARD of REALTORS.

SECTION 10 – TRANSACTION FEES OR BROKER COMMISSION

In lieu of a commission split, Call It Closed International Realty receives a fee on each transaction. In some states this is referred to as a transaction fee and in other states it will be referred to as a broker commission, or something similar. This fee may be paid by the client in any transaction and is disclosed and explained in the CIC General Disclosure included with every file. If not paid by the client, the fee will be deducted from the associate's commission. The fees are as follows:

- a) Residential sale: \$399.00 per side (if a Call It Closed associate participates on both sides of a sales transaction, subject to applicable state laws, the \$399.00 would be charged twice, once to the buyer and once to the seller)
- b) Residential rental: \$59.00 - \$399.00, depending on the amount of the rental commission (see scale below)

\$0-\$299.99	\$59
\$300-\$999.99	\$99
\$1,000-1,999.99	\$149
\$2,000-2,999.99	\$199
\$3,000-3,999.99	\$299
\$4,000 and above	\$399

- c) Residential referral (outgoing): \$99.00 - \$399.00, depending on the amount of the referral commission (see scale below)

\$0-\$999.99	\$99
\$1,000-1,999.99	\$149
\$2,000-2,999.99	\$199
\$3,000-3,999.99	\$299
\$4,000 and above	\$399

- d) Commercial sale: \$399.00 per side
- e) Commercial lease: \$199.00 - \$399.00 per side (see scale below)

\$0-\$2,999.99	\$199
\$3,000-3,999.99	\$299
\$4,000 and above	\$399

- f) BPO's: \$5.00 - \$399.00 per check, depending on the gross amount of the check
- g) Retained deposits: \$59 - \$399, depending on the amount of the deposit due to Company (see scale below)

\$0-\$299.99	\$59
\$300-\$999.99	\$99
\$1,000-1,999.99	\$149
\$2,000-2,999.99	\$199
\$3,000-3,999.99	\$299
\$4,000 and above	\$399

- h) Retainers: \$5 processing fee

It is the responsibility of the associate to ensure that payment for the transaction fee is received by the Company. If payment is not received within 10 business days of closing, the fee will become payable by the associate immediately. At the sole discretion of the Company, the amount due may be charged to a credit/debit card on file or added to the associate's account for deduction from an upcoming commission.

SECTION 11 – PURCHASE AND SALE OF PROPERTY FOR PERSONAL ACCOUNT

11.1 GENERAL INFORMATION

- a) For the purpose of commission divisions on all in-house transactions, 50% of the commission shall be considered generated by the listing function and 50% by the sale function.
- b) Commissions received when the Company negates all or a portion of the commission shall not be included in calculating commission brackets.
- c) All commissions shall be figured and collected on the adjusted payout, with the Company portion being added to any associate portion and shown as commission income. The Company shall then disburse to the associate that portion of the commission that it has agreed to pay and retain the adjusted amount.
- d) If you enlisted the assistance of another associate with your purchase or sale, that associate will have a claim on a portion of the commission, unless the assisting associate, in writing, waives their claim.
- e) Insert the following clause in your purchase agreements:

(Insert name) is a licensed real estate associate (broker) purchasing (or selling) for his own account. The purchase price may or may not reflect market value.
- f) Any ownership interest, whether direct or through relationship with the property owner and/or buyer, must be disclosed in writing in the MLS listing and/or the purchase agreement, depending on what is relative to the transaction.

11.2 SALE OR PURCHASE OF REAL ESTATE FOR PRIMARY RESIDENCE

- a) Any associate wishing to sell properties they own will list those properties with Call It Closed, Inc.
- b) Associates purchasing or selling a property for personal/primary residence will pay to Call It Closed International Realty a reduced transaction fee of \$99.00 and any commissions earned on the purchase will go to the associate. Commissions earned on any purchases and/or sales for investment purposes or for the lease of a primary residence will pay to Call It Closed the usual relative transaction fee. Associates will be allowed one personal property purchase or sale per year at the reduced transaction fee amount.
- c) An associate who facilitates the purchase/sale/lease of any type of property for an immediate family member will receive their contracted commission split on any commissions received from the transaction. The transaction fee must still be collected unless approved prior to closing by the broker.

SECTION 12 – OMITTED

SECTION 13 – ADVERTISING

All advertising must adhere to the Call It Closed International Realty Trademark and Graphic Standard and must be approved by management prior to publication. The Equal Housing Opportunity logo, the Realtor® logo, and/or other specific information may be required on certain advertising media. Broker reserves the right to edit and/or refuse any advertising that does not meet Company guidelines. All advertising must be in compliance with national, state and local laws and must clearly adhere to all Fair Housing laws. All advertising must meet certain ADA requirements as they relate to accessibility of the information being shared.

13.1 CLASSIFIED AND INTERNET ADVERTISING

- a) In order to effectively market our clients' properties, Call It Closed International Realty recommends advertising in multiple media.
- b) 25 or more photos should be taken by the listing associate immediately after listing property. All photos will be updated when seasons change. It is the associate's responsibility to provide his or her own camera and maintain current technology as it pertains to the Company website and the local MLS requirements (or to utilize the services of a professional photographer). Photos should not be taken with a phone.
- c) Call It Closed encourages associates to place individual ads for their services as well as their listings, and all ads **MUST** have management approval. These ads are the sole responsibility and at the sole expense of the associate.

13.2 SIGNS

- a) When allowed, signs are an important source of prospects and should be on all homes for sale with name riders upon approval of the seller on the listing agreement. Some homeowners' associations do not allow signs while others require certain specifications.
- b) Sale Pending riders on signs advertise your success. Please use them after all contingencies (including financing) are removed, with seller approval. It is also advisable to leave your name rider up while the sale is pending.
- c) Personal name sign riders are important for directing calls. They may be put only on your own listings. The sign remains your responsibility and cost.
- d) No associate may remove another associate's name rider from a property.

13.3 SPECIALTY ADVERTISING

- a) After receipt of management approval, all specialty advertising is at the associate's expense.
- b) When individual names are used for approved classified ads, it is the associate's cost to run the ad.

13.4 ADHERENCE TO THE CALL IT CLOSED INTERNATIONAL REALTY REVENUE SHARE PLATFORM

Associates must adhere to the terms of the Call It Closed International Realty Revenue Share Platform as set forth in official Call It Closed International Realty materials. Associates shall not offer the Call It Closed International Realty opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in official Call It Closed International Realty materials. Associates shall not require or encourage other current or prospective Customers or Associates to participate in Call It Closed International Realty in any manner that varies from the program as set forth in official Call It Closed International Realty materials. Associates shall not require or encourage other current or prospective Associates to execute any agreement or contract other than official Call It Closed International Realty agreements and contracts in order to become a Call It Closed International Realty Associate. Similarly, Associates shall not require or encourage other current or prospective Customers or Associates to make any purchase from, or payment to, any individual or other entity to participate in the Call It Closed International Revenue Share Platform other than those purchases or payments identified as recommended or required in official Call It Closed International Realty materials

13.5 ASSOCIATE REPRESENTATIONS ABOUT CALL IT CLOSED INTERNATIONAL REALTY SERVICES AND ASSOCIATE REQUIREMENTS

All Associates are licensed real estate associates and/or real estate brokers. The fees that are paid out by Call It Closed International Realty to Associates come from both the referral of the services and the sale of homes.

All Associates must maintain membership in good standing in the local Association or Board of REALTORS® affiliated with the National Association of Realtors® (“NAR”) having jurisdiction over the market areas served by the Company. Furthermore, Associates shall abide by the Code of Ethics promulgated by NAR (as found on the NAR [website](#)) and all of the rules and regulations of each local or regional MLS in which Company participates.

There may be exceptions to this requirement in areas in which membership in NAR is not required.

Moreover, Associates agree to only make use of the Company-provided third-party software system necessary for conducting Call It Closed International Realty business. Noncompliance with any of these provisions pursuant to this Section 12.5 may result in termination of the Associate’s Call It Closed International Realty business.

13.6 USE OF SALES AIDS

To promote both the services and the opportunity Call It Closed International Realty offers, Associates must only use the sales aids and support materials produced by Call It Closed International Realty. If Call It Closed International Realty Associates develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Associates’ good intentions, they may unintentionally violate any number of statutes or regulations affecting a Call It Closed International Realty business. These violations, although they may be relatively few in number, could jeopardize the Call It Closed International Realty opportunity for all Associates. Accordingly, Associates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless the Associate receives specific written approval to use the material, the request shall be deemed denied. All Associates shall safeguard and promote the good reputation of Call It Closed International Realty and its services. The marketing and promotion of Call It Closed International Realty, the Call It Closed International Realty opportunity, the Compensation Plan, and Call It Closed International Realty services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. In particular, the marketing and promotion of a Call It Closed International Realty Associate must strictly abide by Section 12.5 above.

13.7 INTELLECTUAL PROPERTY

Call It Closed International Realty and Call It Closed Referral Network will not allow the use of their trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including Call It Closed Associates, without prior written authorization from Call It Closed. Furthermore, no Associate may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Associate without prior written consent from the named Associate. This consent must be on file with the Call It Closed Compliance department prior to any use. The Call It Closed Trademark Guide is available upon

request at any time and a copy will be provided to the Associate at the time of joining Call It Closed.

13.8 WEB/INTERNET POLICY

If an Associate desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

- a) General - It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead Customers or potential Associates in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are a corporate representative for Call It Closed International Realty or Call It Closed Referral Network, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official Call It Closed Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Call It Closed management will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.
- b) Domain Names, Email Addresses and Online Aliases - You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe a website is an official Company site or assume any communication is from, or is the property of Call It Closed by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

CallItClosedRealty@gmail.com; www.CallItClosedRealtyCorporate.com; www.facebook.com/CallItClosedRealty or any derivatives thereof.

Examples of permitted URLs, email addresses, and online aliases might appear as follows: *facebook.com/iloveCallItClosedRealty; jimsmith@CallItClosedRealtyAssociate.net.*

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of Call It Closed management. If you have a question whether your chosen name is acceptable, you may submit it to Corporate for review prior to any use.

- c) Approved Associate Websites - The term *Associate Website* refers to the Associate website offered by Call It Closed International Realty or an approved vendor. The term *Social Media Website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, Instagram, Twitter, YouTube.com, personal blogs or other personal websites.
- d) Online Classifieds - You may not use online classifieds (including Craigslist) to list, sell or promote specific Call It Closed International Realty services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the Call It Closed International Realty opportunity provided you follow the other requirements of this agreement such as identifying yourself as an independent

representative of Call It Closed International Realty, only using approved images and versions of any trademarked logos and without using fraudulent or misleading income claims. If a link or URL is provided, it must link to your Associate Website or your Social Media website.

- e) Social Media Website - Social Media Websites such as Facebook may also be used to promote your Call It Closed International Realty business. You must provide approved Call It Closed International Realty links to your Associate replicated website. All online sales of Call It Closed International Realty services must take place and be produced through the Associate Replicated website (or corporate site). Profiles you generate in any social community where you mention or discuss Call It Closed International Realty must clearly identify you as a Call It Closed International Realty Independent Associate and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Call It Closed International Realty's sole discretion, and offending Associates will be subject to disciplinary action and/or termination. You agree that you will immediately take down a non-compliant site at the request of Call It Closed International Realty. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.
- f) Banner Advertising - You may place banner advertisements on a website provided you use Call It Closed International Realty-approved templates and images. All banner advertisements must link to your Associate Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with Call It Closed International Realty services or the Call It Closed International Realty business opportunity.
- g) Spam Linking - Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant.
- h) Sponsored Links / Pay-Per-Click (PPC) Ads - Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Associate Website. The display URL must also be to your Associate Website and must not portray any URL that could lead the user to assume they are being led to a Call It Closed International Realty Corporate site, or be inappropriate or misleading in any way.
- i) Call It Closed International Realty Associate Image Mandate - When using a Social Media Website, you must display on said site:
 - 1) Applicable Call It Closed Associate Logo from the approved templates.
 - 2) Your Name & Title (e.g., Jack Johnson, Associate of Call It Closed).

- 3) A link to your Associate Replicated website.

Although Call It Closed brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Associate site, and not a Call It Closed Corporate page.

13.9 ADVERTISED PRICE

You may not advertise any of Call It Closed International Realty's services at a price LESS than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free membership or other such offers that grant advantages beyond those available through the Company.

13.10 GENERIC BUSINESS ADVERTISEMENTS

If you advertise via newspaper or other advertising venues, the following rules apply:

- a) No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- b) No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The Call It Closed International Realty opportunity is not a job, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.
- c) No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of Associates.
- d) Advertisements may not contain references to Call It Closed International Realty or its services and may not use any of Call It Closed International Realty's trademarks or trade-names. Any requests for variances from the above rules must be submitted to Call It Closed International Realty and approved in writing prior to publication. Please direct any inquiries to Corporate.

13.11 MEDIA AND MEDIA INQUIRIES

Associates must not initiate any interaction with the media or attempt to respond to media inquiries regarding Call It Closed, its services, or their independent Call It Closed business. All inquiries by any type of media must be immediately referred to Call It Closed's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

13.12 UNSOLICITED EMAIL AND FAX COMMUNICATION

Call It Closed does not permit Associates to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by an Associate that promotes Call It Closed International Realty, Call It Closed Referral Network, the Call It Closed International Realty opportunity, or any Call It Closed services, must comply with the following:

- a) There must be a functioning return email address to the sender.
- b) There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- c) The email must include the Associate’s physical mailing address.
- d) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- e) The use of deceptive subject lines and/or false header information is prohibited.
- f) All opt-out requests, whether received by email or regular mail, must be honored. If an Associate receives an opt-out request from a recipient of an email, the Associate must forward the opt-out request to the Company. Call It Closed International Realty may periodically send commercial emails on behalf of Associates. By entering into the Associate Agreement, Associate agrees that the Company may send such emails and that the Associate’s physical and email addresses will be included in such emails as outlined above. Associates shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Associates may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their Call It Closed International Realty businesses.

SECTION 14 – SKYSLOPE, FILE REQUIREMENTS

14.1 BASIC INFORMATION AND POLICY

Skyslope is a web-based transaction management software system. The use of this system is **required** by the Call It Closed International Realty for all sales associates and, where applicable, their assistants. All state, local, and Company forms are available to be filled in and stored in the software (with some exceptions). The software also includes electronic signature capabilities and this feature should be used whenever possible. All emails and documents related to a transaction should be uploaded into the software for that transaction. Any conversations with title companies, lenders, outside associates, or any parties to the transaction should also be logged into the transaction file. The appropriate checklist should be added to the Skyslope file to ensure that all necessary documents are uploaded into the file. The Company must have all required information for state compliance and therefore the transaction file in the relative system must be complete before any commissions are disbursed on a transaction.

14.2 FILE FORMAT

File titles shall be in the following format: (IN ALL CAPS) PROPERTY ADDRESS, CITY, STATE - TYPE OF TRANSACTION (i.e. 123 MAIN ST, NAPLES, FL - PURCHASE). The proper file type should be selected. All other applicable fields should be completed with as much information as possible. Documents uploaded or added through the system should be titled appropriately (i.e. Purchase Contract - Executed).

14.3 LISTING INFORMATION

As with all transactions, all listings must have an individual file in Skyslope. It is especially important and therefore required that all showing instructions be included, in detail, in the relative section of the software.

14.4 TRAINING

All new associates will receive training on Skyslope as soon as possible after being hired by the Company. Additional weekly trainings are available to all associates and individual training sessions may be scheduled at any time with the office manager. For technical support, the associate may contact the office manager, Broker, or the relative software system provider directly.

14.5 CHECKLISTS AND REQUIRED DOCUMENTS

Skyslope has a checklist based system to ensure all required documents are added to the file for that relative file type. Items marked as "Required" on these checklists must all be added to the file before the file can be closed out.

14.6 FILE COMPLETION

A file is considered complete when ALL required documents for that file type/checklist have been submitted and approved. This includes any documents that must be added after closing, such as the signed closing statement. Commission payments may be withheld until a file is complete. Incomplete files are also subject to the following fees and restrictions:

- a. When a file is still incomplete 14 days after closing, the agent will be subject to a fee of \$25.00.
- b. When a file is still incomplete 30 days after closing, the agent will be subject to an additional fee of \$50.00 (or a total of \$75.00).
- c. When a file is still incomplete more than 30 days after closing, or if multiple files are incomplete, or if the agent has repeatedly been assessed one of the above fees over a 90 day period, the agent will be subject to having their "paid at closing" privileges suspended or revoked.

SECTION 15 – OPERATING A CALL IT CLOSED INTERNATIONAL REALTY BUSINESS

15.1 BUSINESS ENTITIES

Depending on applicable state laws, a corporation, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a Call It Closed Associate by submitting a Call It Closed Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to Call It Closed. A Call It Closed International Realty business may change its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the Associate(s) must provide the Entity Documents to Call It Closed International Realty. The Associate Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Call It Closed International Realty.

15.1.1 CHANGES TO A BUSINESS ENTITY

Each Associate must immediately notify Call It Closed International Realty of any changes to the type of business entity they utilize in operating their Call It Closed International Realty business, and the addition or removal of business associates. A Call It Closed International Realty business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The Associate Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Call It Closed International Realty.

15.2 CHANGE OF SPONSOR

To protect the integrity of all marketing organizations and safeguard the hard work of all Associates, Call It Closed International Realty generally does not allow changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrolment, and must come from the current listed sponsor.

15.3 CHANGE OF PLACEMENT

A request for change of placement must be submitted within seven (7) days of the date of enrolment and must be requested by the current listed sponsor. An Associate can only be moved inside of the same sponsor’s organization. If approved, an Associate is placed in the first available open bottom position on the date that the change is made. Associates who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of Call It Closed International Realty.

15.4 UNAUTHORIZED CLAIMS AND ACTION

- a) Indemnification - An Associate is fully responsible for all of his or her verbal and/or written statements made regarding Call It Closed International Realty services and the Compensation Plan, which are not expressly contained in official Call It Closed

International Realty materials. Associates agree to indemnify Call It Closed International Realty and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Call It Closed International Realty as a result of the Associate's unauthorized representations or actions. This provision shall survive the cancellation of the Associate Agreement. Please refer to the Call It Closed Associate Application and Agreement for more details on this policy.

- b) Endorsements of Call It Closed International Realty Services - No claims as to any services offered by Call It Closed International Realty may be made except those contained in official Call It Closed International Realty materials.

15.5 CONFLICTS

- a) Non-solicitations - Call It Closed International Realty Associates are free to participate in business ventures such as multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, Associates may not directly or indirectly recruit other Call It Closed International Realty Associates other than those they have personally sponsored for any other Network Marketing business.
- b) Targeting Direct Sellers - Should Associates engage in solicitation and/or enticement of members a direct sales company to sell or distribute Call It Closed International Realty services, they bear the risk of being sued by that direct sales company. If any lawsuit, arbitration, or mediation is brought against an Associate alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Call It Closed International Realty will not pay any of Associate's defense costs or legal fees, nor will Call It Closed International Realty indemnify the Associate for any judgment, award, or settlement.

15.6 PRIVACY AND CONFIDENTIALITY

All Associates are required to abide by the Company's Privacy Policy with regard to Associate and Customer information.

15.7 THE DATA MANAGEMENT RULE

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Associates, as well as Call It Closed International Realty. LOS information is information compiled by Call It Closed International Realty that discloses or relates to all or part of the specific arrangement of sponsorship within the Call It Closed International Realty business, including, without limitation, Associate lists, sponsorship trees, and all Associate information generated therefrom, in its present and future forms. The Call It Closed International Realty LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Call It Closed International Realty is the exclusive owner of all proprietary information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Call It Closed International Realty and its Associates. Through this Rule, Associates are granted a

personal, non-exclusive, non-transferable and revocable right by Call It Closed International Realty to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Associate stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Call It Closed International Realty, such is necessary to protect the confidentiality or value of Proprietary Information. All Associates shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

15.8 CROSS SPONSORING

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrolment, indirect or otherwise, of an individual or entity that already has a current Customer number or Associate Agreement on file with Call It Closed International Realty, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Call It Closed International Realty business in accordance with the "Sale, Transfer or Assignment of Call It Closed International Realty Business" section of these Policies and Procedures.

15.9 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Associates shall not represent or imply that Call It Closed International Realty or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency, other than the relative state real estate licensing authorities.

15.10 IDENTIFICATION

All Associates are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to Call It Closed International Realty either on the Associate Agreement or at the company's request. Associates must also provide proof of a valid and current real estate license. Upon enrolment, the Company will provide a unique Associate Identification Number to the Associate by which they will be identified. This number will be used to place orders and track commissions and bonuses.

15.11 INCOME TAXES

Every year, Call It Closed will provide an IRS Form 1099 (Non-employee Compensation) earnings statement to each U.S. associate or its related business entity as required by the Internal Revenue Service. Each Associate is responsible for paying local, state and federal taxes on any income generated as an Associate. If a Call It Closed business is tax exempt, the Federal Tax Identification Number must be provided to Call It Closed. Any Associate that does not provide a valid social security number is subject to the federal backup withholding laws and 28% of their commissions and bonus will be withheld and submitted to the IRS.

15.12 INDEPENDENT CONTRACTOR STATUS

You are an independent contractor. You are not an employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Associate. You have no authority to bind Call It Closed International Realty or Call It Closed Referral Network to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent Call It Closed Business or the acquisition, receipt, holding, selling, distributing or advertising of Call It Closed International Realty's services or opportunity.

Associates may not answer their personal telephone by saying "Call It Closed," "Call It Closed International Realty," "Call It Closed International Realty Incorporated," "Call It Closed Referral Network," or by any other manner that would lead the caller to believe that they have reached the Call It Closed corporate offices. An Associate may only represent that he/she is a Call It Closed Associate. Therefore, all correspondence and business cards relating to or in connection with an Associate's Call It Closed business shall contain the Associate's name followed by the term "Associate."

15.13 STACKING

Stacking is the unauthorized manipulation of the Call It Closed International Realty compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Associate in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Associates within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Associate's positions of all individuals found to be directly involved.

15.14 ONE BUSINESS PER ASSOCIATE

An Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Call It Closed International Realty business. No individual may have, operate or receive compensation from more than one Call It Closed International Realty business. Individuals of the same family unit may each enter into or have an interest in their own separate Call It Closed International Realty businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

15.15 SUCCESSION

After the vesting requirements are met, (as described in the Call It Closed International Realty Associate Application and Agreement), and upon the death or incapacitation of an Associate, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a Call It Closed International Realty business is transferred by a will or other testamentary process, the beneficiary acquires

the right to collect all bonuses and commissions of the deceased Associate's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an Associate Agreement as a licensed real estate associate or entity;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Associate's rank/status;
- Provide Call It Closed International Realty with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Call It Closed International Realty business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. Call It Closed International Realty will issue all bonus and commission checks and one 1099 to the business entity.

15.16 SALE, TRANSFER, OR ASSIGNMENT OF A BUSINESS

Although a Call It Closed International Realty business is a privately owned, independently operated business, the sale, transfer or assignment of a Call It Closed International Realty business is subject to certain limitations, including but not limited to vesting requirements. If an Associate wishes to sell their Call It Closed International Realty business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the Call It Closed International Realty business continues to be operated in that line of sponsorship;
- b) The buyer or transferee must become a qualified Call It Closed International Realty Associate. If the buyer is an active Call It Closed International Realty Associate, they must first terminate their Call It Closed International Realty business and wait six (6) calendar months before acquiring any interest in the new Call It Closed International Realty business;
- c) Before the sale, transfer, or assignment can be finalized and approved by Call It Closed International Realty, any debt obligations the selling Associate has with Call It Closed International Realty must be satisfied; and
- d) The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Call It Closed International Realty business.

Prior to selling a Call It Closed International Realty business, the selling Associate must notify Call It Closed International Realty's Compliance Department of their intent to sell the Call It Closed International Realty business. No changes in line of sponsorship can result from the sale or transfer of a Call It Closed International Realty business. An Associate may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

15.17 SEPARATION OF A BUSINESS

Call It Closed International Realty Associates sometimes operate their Call It Closed International Realty businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Associates and the Company in a timely fashion, Call It Closed International Realty will involuntarily terminate the Associate Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the Call It Closed International Realty business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Call It Closed International Realty to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- b) The parties may continue to operate the Call It Closed International Realty business jointly on a “business-as-usual” basis, whereupon all compensation paid by Call It Closed International Realty will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from an Associate account without that party’s written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will Call It Closed International Realty split commission and bonus checks between divorcing spouses or members of dissolving entities. Call It Closed International Realty will recognize only one downline organization and will issue only one commission check per Call It Closed International Realty business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Associate Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original Call It Closed International Realty business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Associate. In either case, however, the former spouse or business affiliate shall have no rights to any Associates in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Associate.

15.18 SPONSORING

All active Call It Closed Associates in good standing have the right to sponsor and enroll others into Call It Closed International Realty. Each prospective Customer or Associate has the ultimate right to choose his or her own Sponsor. If two Associates claim to be the Sponsor of the same new Associate or Customer, the Company shall regard the first application received by the Company as controlling.

SECTION 16 – RESPONSIBILITIES OF ASSOCIATES

16.1 CHANGE OF CONTACT INFORMATION

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the Call It Closed personnel files are current. Associates planning to move or change their email address or phone number must submit an amended Associate Agreement complete with the new information.

16.2 RESPONSIBILITIES OF A SPONSORING ASSOCIATE

- a) Initial Training - Any Elite Associate who sponsors another Associate into Call It Closed International Realty must perform a bona fide assistance and training function to ensure that their downline is properly operating their Call It Closed International Realty business. Associates must provide the most current version of the Policies and Procedures, the Income Disclaimer, and Compensation Plan to individuals whom they are sponsoring to become Associates before the applicant signs an Associate Agreement (which may be provided via the Associate's replicated website or from the Company directly).
- b) Ongoing Training – Elite Associates must monitor the Associates in their downline organizations to ensure that downline Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Associate should be able to provide documented evidence to Call It Closed International Realty of their ongoing fulfillment of the responsibilities of a Sponsor.

16.3 NON-DISPARAGEMENT

Associates must not disparage, demean, or make negative remarks about Call It Closed International Realty, other Call It Closed International Realty Associates, Call It Closed International Realty's services, the Compensation plan, the Call It Closed Referral Network or Call It Closed International Realty's owners, board members, directors, officers, or employees.

16.4 REPORTING POLICY VIOLATIONS

Associates observing a Policy violation by another Associate should submit a written report of the violation directly to the attention of the Call It Closed International Realty Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 17 – AUTOMATIC BILLING

17.1 BILLING

Payment of the monthly Associate fee is automatically renewed each month with a credit or debit card that is maintained on file with the Company. Call It Closed Associates may make adjustments to their monthly subscription in the back office of the Call It Closed International Realty website (*agentname.cicbackoffice.com*). Other Associates must contact the Call It Closed corporate offices to make any adjustments to their monthly subscription. If the automatic payment is declined 3 times, it will discontinue the automatic payment and the Associate must make arrangements to have payments caught up within 10 business days to make their account current and in good standing.

SECTION 18 – COMMISSIONS AND REFUND POLICY

18.1 BONUS AND COMMISSION QUALIFICATIONS

In order to qualify to receive commissions and bonuses, an Associate must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. An Associate will qualify to receive commissions and bonuses so long as he/she acts in accordance with these Policies and Procedures and the terms of the Compensation Plan.

18.2 ERRORS OR QUESTIONS

If an Associate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Associate must notify Call It Closed International Realty in writing within thirty (30) days of the date of the purported error or incident in question. Call It Closed International Realty will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

18.3 BONUS BUYING PROHIBITED

Bonus buying is strictly and absolutely prohibited. Bonus buying includes the following: (i) the enrolment of individuals or entities without the knowledge of and/or execution of an Associate Agreement by such individuals or entities; (ii) the fraudulent enrolment of an individual or entity as an Associate or Customer; (iii) the enrolment or attempted enrolment of non-existent individuals or entities as Associates or Customers (“phantoms”); (iv) purchasing Call It Closed International Realty services on behalf of another Associate or Customer, or under another Associate’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (v) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

18.4 REPORTS

All information provided by Call It Closed International Realty, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders;

denial of credit card and electronic check payments; and other various reasons, errors may occur.

18.5 REFUND POLICY

Call It Closed International Realty offers a seven (7) day satisfaction guarantee on a portion of the amount initially paid to the company at execution of this Agreement. If Contractor terminates this Agreement on or before the seventh (7th) day from the date the Agreement is signed by both parties, Company will refund the amount paid, less a \$50.00 system setup fee, to Contractor via check, to the address provided by Contractor to Company at the time of application. The refund check will be mailed within ten (10) business days of Contractor's written notification to Company of Contractor's intent to terminate the Agreement. After the seventh (7th) day, all amounts paid are non-refundable for any reason. Any subsequent fees, including but not limited to Annual Dues, Company Platform Fees, and late fees, are non-refundable for any reason immediately upon payment and are considered earned by the Company at midnight of the first day of each month, regardless of the date of the payment.

SECTION 19 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

19.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by an Associate that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Associate's Call It Closed business), may result, at Call It Closed's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Associate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from an Associate all or part of the Associate's bonuses and commissions during the period that Call It Closed is investigating any conduct allegedly contrary to the Agreement. If an Associate's business is cancelled for disciplinary reasons, the Associate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Associate Agreement for one or more pay periods;
- Involuntary termination of the offender's Associate Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Call It Closed deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Associate's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Call It Closed International Realty.

19.2 MEDIATION

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and

costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Lee County or Collier County, Florida, and shall last no more than two (2) business days.

19.3 ARBITRATION

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Associates waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Lake Mary, Florida. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent Call It Closed from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

19.4 GOVERNING LAW, JURISDICTION, AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Collier County, Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Florida shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against Call It Closed in their home forum and pursuant to Louisiana law.

SECTION 20 – EFFECT OF CANCELLATION

20.1 EFFECT OF CANCELLATION AND TERMINATION

So long as an Associate remains active and complies with the terms of the Associate Agreement and these Policies, Call It Closed International Realty shall pay commissions to such Associate in accordance with the Residual Compensation Plan. An Associate's bonuses and commissions

constitute the entire consideration for the Associate's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an Associate's non-continuation of his or her Associate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Associate Agreement (all of these methods are collectively referred to as "Cancellation"), the former Associate shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. Associates waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an Associate's cancellation of his or her Associate Agreement, the former Associate shall not hold him or herself out as a Call It Closed Associate and shall not have the right to sell Call It Closed services. An Associate whose Associate Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Call It Closed participant has a right to cancel at any time, regardless of reason so long as he or she provides sixty (60) days prior written notice to Company. Cancellation must be submitted in writing to the Company at its principal business address, or via email to the Call It Closed corporate office. The written notice must include the Associate's signature, printed name, address, and Associate ID Number. Should Associate fail to give sixty days' notice to Company, they shall pay, as liquidated damages, all applicable fees, dues, expenses, charges and other amounts to Company along with all applicable fees, dues, expenses, charges or other amounts currently owed by Associate to the Company under their Agreement as of the actual notice and for a sixty-day period following the date of the actual notice.

20.2 NON-RENEWAL

An Associate may also voluntarily cancel their Associate Agreement by failing to pay the annual renewal fee. Associates have a sixty (60) day grace period to get back into compliance for failure to pay the fee.

20.3 VESTING

It may be possible for an Associate to maintain their position in the Revenue Share Platform after resignation and/or non-renewal of their Associate Agreement, subject to the terms of that Agreement, a specified vesting period, and the Associate's execution of the Call It Closed International Realty NRSP Agreement and relative payment.

SECTION 21 – DEFINITIONS

AGREEMENT: The contract between the Company and each Associate; includes the Associate Application and Agreement, the Policies and Procedures, and the Call It Closed International Realty Compensation Plan, all in their current form and as amended by Call It Closed International Realty in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of an Associate's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Associates can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Call It Closed International Realty services and does not engage in building a business or selling the service.

ACTIVE ASSOCIATE: An individual who is current on all required monthly fees and fully qualified to receive commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Call It Closed International Realty that provides critical data relating to the identities of Associates, sales information, and enrolment activity of each Associate's organization. This report contains confidential and trade secret information which is proprietary to Call It Closed International Realty.

ORGANIZATION: The Customers and Associates placed below a particular Associate.

OFFICIAL CALL IT CLOSED INTERNATIONAL REALTY MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Call It Closed International Realty to Associates.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of Call It Closed International Realty's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Call It Closed International Realty Associate or Customer to enrol or participate in a multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An Associate who enrolls a Customer or another Associate into the Company, and is listed as the Sponsor on the Associate Agreement. The act of enrolling others and training them to become Associates is called "sponsoring."

UPLINE: This term refers to the Associate or Associates above a particular Associate in a sponsorship line up to the Company. It is the line of sponsors that links any particular Associate to the Company.