



REAL ESTATE AGENT
Independent Contractor, Confidentiality and Non-Solicitation Agreement

This Real Estate Agent Independent Contractor, Confidentiality and Non-solicitation Agreement (“Agreement”) is entered into by Canzell Realty, Inc (“CR”) and _____ (“Agent”) (each, individually, a “Party” and, collectively, the “Parties”) as of the date listed at the end of this Agreement under Agent’s signature (the “Effective Date”).

Whereas, CR is a licensed real estate broker in the Commonwealth of Virginia and engages in the business of providing assistance in real estate transactions and related services to members of the public;

Whereas, CR has established a unique real estate brand and customer/client-base over a long period of time due to its excellent reputation;

Whereas, Agent is duly registered and licensed with the State of _____ (enter the state you practice real estate in) to do business as a real estate licensee and desires to work with, or be given continued opportunities to work with, CR as an independent contractor subject to the terms and conditions of this Agreement;

Whereas, if Agent is currently working with CR pursuant to a prior agreement, Agent recognizes that his or her continued opportunity to work with CR is expressly contingent upon Agent’s agreement to this Agreement, and if Agent is unwilling to agree to this Agreement he or she will not be permitted to continue working with CR and his or her independent contractor status with CR will be immediately terminated;

Whereas, in consideration of CR allowing Agent to work with CR as an Independent Contractor, Agent agrees to the terms, warranties and covenants contained in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF WORK AND COMPENSATION

- a. CR engages Agent as an independent contractor to provide assistance to CR Clients and CR Customers in real estate transactions and related services, including serving as a real estate agent or other agent with respect to the management, purchase or sale of real estate (“Real Estate Services”), and Agent agrees to furnish such Real Estate Services for CR’s Clients and Customers.
- b. In addition, Agent will carry on the customary activities of a real estate agent, including: (1) the listing of properties for sale under the CR brokerage brand; (2) representing buyers and/or sellers in the purchase or sale of real estate; (3) the solicitation and marketing necessary to generate new listings or generating new buyers/sellers; and (4) following the rules of conduct

as laid out by the department of licensing or state licensing authority, MLS Rules and the Association of REALTORS.

- c. CR will pay Agent in accordance with the payment terms described in CR's Agent Manual and any addendums to it as signed by both parties, and Agent shall accept such amounts as payment in full for Agent providing such Real Estate Services.
- d. As a benefit to agent CanZell Realty will permit up to four (4) personal transaction per year with no commission revenue due to CanZell Realty. Agent's name, Agent and/or Agents spouse's business or trust name, or Agent's spouse's name must be on title/deed in order to qualify for this benefit.

2. INDEPENDENT CONTRACTOR RELATIONSHIP WITH CR

Agent is an independent contractor, as defined under Section 3508 of the Internal Revenue Code, with the title of "Real Estate Salesperson" or such other equivalent title as the State recognizes (i.e. Broker, Qualifying Broker, Principal Broker, Licensee, etc.) and shall remain as such throughout the Term of this agreement, and is not an employee, partner or joint-venturer of CR. Agent is responsible for properly reporting and paying all applicable local, state and federal taxes he or she accrues in the course of his or agency with the CR. CR is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes to Agent. Agent shall not be entitled to receive any benefits that employees of CR are entitled to receive, and Agent shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Agent's work for CR. As an independent contractor, Agent is responsible for paying when due all his/her federal and state income taxes and self-employment taxes, including estimated taxes. Agent shall indemnify CR for any claims, costs, losses, fees, penalties, interest or damages suffered by CR resulting from Agent's failure to comply with this provision.

3. TERM OF THIS AGREEMENT

- a. **Initial Term.** The initial term of the Agreement shall be for one (1) year (the "Initial Term"). Upon the conclusion of the Initial Term, this Agreement shall automatically renew for consecutive one (1) year periods ("Additional Terms"). For purposes of this Agreement, the Initial Term and any Additional Terms are collectively referred to as the "Term."
- b. **Anniversary Date** Agent's join date ("Join Date") will be the date on which the Agent completes the onboarding process for CanZell Realty. The anniversary date ("Anniversary Date") for Agent will be on the first day of the calendar month following Agent's Join Date with the company. In the event that your license takes an extreme amount of time to activate with CR, you may request, once in writing, within 15 days of your license being activated with CR to amend your Anniversary Date to the first of the month, following the date it became live with CR.

- c. **Termination.** The Agent's agency with CR is terminable at will by either Party at any time following advanced written notice to the other Party in all States in which such arrangement is lawful, or upon Agent's breach of any term of this Agreement with written notice to Agent.
- d. **Survival.** Sections 5-17 of this Agreement shall survive the termination of this Agreement, regardless of the reason or reasons this Agreement was terminated.

4. **AGENT AGREEMENTS AND WARRANTIES**

a. **Agents Warranties.** Agent warrants and agrees that: (i) Agent is a licensed real estate agent under the laws of _____ (or the applicable jurisdiction(s) where Agent will be performing Real Estate Services), and Agent shall remain licensed during the Term; (ii) as of the Effective Date, Agent has no disciplinary actions pending against Agent by the _____ or similar boards in other jurisdictions; (iii) Agent shall conduct Agent's business in accordance with all applicable laws and rules governing the real estate industry; and (iv) Agent shall abide by the rules and regulations contained in the CR Agent Manual / Guidebook, as it is updated by CR from time to time and signed by agent.

b. **Agent Liable for Own Expenses.** Agent shall be solely liable for any expenses incurred by Agent in furtherance of Real Estate Services. Agent shall have no authority to bind CR by any promise or representation, unless specifically authorized in writing by CR to do so. Agent may also be liable for additional costs and expenses to CR as stated in the CR Agent Manual / Guidebook and any addendums to it that is signed by the Agent.

c. **Agent Not Party to Other Agreements.** Agent represents and warrants that Agent is not a party to any agreement with another party containing a non-solicitation provision, non-compete agreement, or other restriction with respect to (1) the nature of any services that Agent will perform in the course of Agent's providing Real Estate Services on behalf of CR, and/or (2) the disclosure or use of any information that directly or indirectly relates to the nature of the business of CR or the services to be rendered by Agent during the period Agent provides Real Estate Services on behalf of CR.

d. **Agent Liable for Customer Satisfaction.** If a CR Client serviced by Agent becomes dissatisfied with Agent, Agent's performance, Agent's Real Estate Services, or other action or inaction by Agent, CR may, in its sole discretion, purchase a gift of goodwill to give to Client. Agent agrees that Agent will be held liable to repay CR up to \$100 as reimbursement for the goodwill gift to Client. Such repayment by Agent may be made in the form of either: (i) an obligation of Agent to pay; or (ii) a withholding of a portion of Agent's commission.

e. **Commission Withholdings.** CR may withhold all or a portion of any commission otherwise owed by CR to Agent in order to satisfy any debt of obligation of Agent to CR with written proof of said debt, according to the terms of this agreement.

f. **License Requirements.** Agent will submit all documents necessary for CR to keep Agent in compliance with local, state and federal laws as well as CR Policies and Procedures. Agent

has the sole responsibility of making sure that his/her license and other documents are in order. Should these documents not be in order CR may retain and keep any and all commissions and/or Revenue Share during the period of time that the documentation is not in compliance.

g. Company Meetings. Agent is recommended to attend a minimum of one State CR meetings per month via _____ and is strongly encouraged to attend as many State CR meetings as possible. Agents are also encouraged to attend National CR meetings and participate in as many enrichment classes that may be held by CR and/or other agents inside of _____.

5. **Revenue Share and Company Stock Plan Acknowledgements**

Revenue Share Plan - Sponsor

- a. A sponsor's sole requirement to qualify as a sponsor is the selection, within this document, by the agent joining CanZell Realty as having been the most influential person in his or her decision to join the company. Sponsors are highly encouraged to support the agents through the joining process and beyond but are not required to do so. If the selected sponsor has made any representations or promises above and beyond referring a joining agent to CanZell Realty, it is the sole responsibility of the joining agent to confirm the sponsors ability to perform on those representations or provide the additional support required. Canzell is not responsible for enforcing agreements between agents made outside of the ICA.
- b. If an agent terminates their license with CanZell and rejoin, they have the right to pick a new sponsor. If there is no individual who has influenced you to join CanZell Realty, you may choose to leave the sponsor section blank and CanZell Realty will be your sponsor.

If an agent removes his or her license from CanZell Realty, terminates this ICA, and rejoins CanZell Realty within 180 days from the date the agent's license disassociated from CanZell Realty, the previously named sponsor will continue to be named as that agent's sponsor. However, after 180 days from the date agent's license was disassociated from CanZell Realty, the agent is free to rejoin CanZell Realty and select a different sponsor.

- c. **THE FOLLOWING IS A SIGNIFICANT DECISION THAT CAN NOT BE REVERSED. PLEASE PAUSE AND CONSIDER CAREFULLY WHO WAS THE MOST INFLUENTIAL PERSON IN MAKING YOUR DECISION TO JOIN CANZELL REALTY. NO CHANGES IN SPONSORSHIP CAN BE MADE.**

IF YOU HAVE ANY UNANSWERED QUESTIONS ABOUT SPONSORSHIP OR REVENUE SHARE PROGRAM PLEASE STOP NOW AND COME BACK TO COMPLETE YOUR SPONSORSHIP SELECTION ONCE THEY HAVE BEEN ANSWERED.

- d. Agent who most influenced me to join CanZell Realty was: _____ and I am selecting this individual to be my sponsor.** Agent realizes sponsor has no binding authority for the Company and the ICA overrides and agreement made between the Agent and Sponsor. Upon signing the ICA, sponsor selection shall be permanent and not changed.
- e. Restrictions.** Agent agrees they will not try and manipulate the Revenue Share Program by engaging in the activity of sponsoring Straw Agents. A Straw Agent is an agent who is not engaged in the business of selling real estate or engaged in the process of attracting productive agents to join CR or to help grow CR sales.

CR has the sole right in determining who is considered a “Straw Agent” and further reserves the right to release the licenses of individuals who are, in the opinion of CR, Straw Agents which would in net effect reduce the number of front- line agents an Agent has recruited.

CR will also notify Agent that it has released the licenses of the agents that it believes are Straw Agents and review the recruiting practice of Agent with Agent.

If after reviewing with Agent, Agent continues to engage or appears to be engaged in the practice of violating Revenue Share Plan Restrictions, Agent may be restricted from Recruiting, and/or released from CR.

f. Eligibility and Good Standing:

Receiving revenue share payments or company stock is wholly conditional on the Agent maintaining good standing with the company. Good Standing includes but is not limited to the following:

- Being an Agent of CanZell Realty
- Not having any past due balances owed to the company
- Remaining current with all licensing requirements
- Remaining current on all association fees due to include, but not limited to MLS and Realtor boards
- Not having any outstanding claims, active or pending, against CanZell Realty
- Adherence to all terms outlined in this agreement.

Policies and Procedures

Agent acknowledges that they have read, asked questions of his or her Broker at CanZell or CanZell management, and fully understands the CanZell Realty Policies and Procedures Manual, which is incorporated into this ICA and can be found on CanZellCloud.com. Agent fully agrees to review any changes, additions or amendments to the Company’s Policies and Procedures.

Incapacitation or Death of a CanZell Agent

In the event that an Agent is unable to carry out his or her work as a real estate agent and is no longer able to actively work towards sponsoring and supporting agents into CR due to their permanent incapacity or death, Agent has the right to transfer their revenue share to an heir or legal representative or guardian who is legally authorized to act on Agent's behalf or Agent's estate's behalf. They may be substituted as the agent of record for the Agent in the Revenue Share Program. For a program substitution to be approved, the proposed substitute must meet the following conditions, in the following order: 1) be approved by CR and the CR's Broker for the state where the substituting agent will be licensed; 2) submit a written legal opinion from a licensed attorney in substitute's state of licensing that states the plan of substitution contemplated complies with all applicable local, state and federal laws, rules and regulations; and 3) complete all onboarding steps and state licensing requirements to properly join CR as a licensed real estate agent with 3 months of the date of permanent incapacitation or death of Agent. If the plan of substitution is approved and the substitute properly joins CR, the terms and conditions of the Revenue Share Plan shall then apply to the approved substitute.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

a. Definition of Confidential Information. "Confidential Information" means CR's proprietary and nonpublic information of commercial value that Agent would not be aware of if Agent had not been affiliated with CR. Confidential Information may include, but is not limited to, information stored on CR's private computer and/or cloud network, including the "J" drive, communications contained in emails and things spoken orally to Agent.

The following are specific examples of Confidential Information, although this is not an exclusive list. Confidential Information includes: this Agreement, all lists and databases of CR's current and former customers and clients; contracts with CR's current and former customers and clients; information related to CR's current and former customers and clients, such as contact information, social security numbers and financial information; the identities and contact information for CR's Professional Referral Sources (defined below); CR's business plans; business models; growth and development plans; sales and profit data; marketing plans, methods and strategies; sales and marketing materials; unpublished advertising content; listing presentations; marketing agreements with other companies; training materials; transaction and closing coordinator checklists; internal corporate documents such as corporate minutes, tax forms and accounting data; internal information regarding CR's daily operations; financial and management information; sales volume logs; operating and agent manuals; buyer and seller Net Sheets; commission rates; agents commissions; employee payroll information; and agent and employee job descriptions and security procedures. Confidential Information also includes any information that is designated (either orally or in writing) by CR as "confidential," "proprietary," or some such similar label. "Confidential Information does not include Self-Generated Leads, as defined below in Section 8.b."

Confidential Information does not include any information that is now publicly known or that subsequently becomes generally publicly known, unless the information becomes public as a result of a breach of duty of confidentiality, loyalty, law, or contract, by Agent or someone acting in concert with Agent.

b. Confidentiality. Agent agrees to use the Confidential Information solely for the benefit of CR and for the purpose of performing Real Estate Services for CR. Agent shall treat all Confidential Information in a secret and confidential manner and shall not make use of or disclose any Confidential Information, directly or indirectly, for any purpose whatsoever, to any person or entity outside of CR, at all times during the Term of this Agreement, and for the time period of two (2) years following Agent's departure from CR.

c. Trademark Usage. CR has been registered with the US Trademark and Patent Office as a Trademark of CR. Part of creating and maintaining brand quality is protecting the brand. Agent agrees not to use CR in any domain name, email address, Twitter ID, Facebook Group or any social or business context outside of those methods expressly permitted by CR.

d. Trade Secrets. Agent shall keep confidential any information of CR that constitutes a trade secret for so long as such information remains a trade secret.

e. No Download. Agent covenants and warrants that he/she shall never transfer or download Confidential Information, in either written or electronic form, at any time, onto Agent's personal computer, thumb drive, cloud storage service, or any other form of storage except as specifically authorized by CR in writing.

f. Return of Confidential Information Upon Termination. Upon termination of Agent's independent contractor relationship with CR, Agent shall return to CR, with the request or demand of CR, all originals and all copies, including electronic copies, of all Confidential Information in Agent's possession and control and take reasonable steps to ensure Agent has not retained any copy of any Confidential Information, except that Agent may retain one copy of this Agreement for his or her records and the CR Agent Manual/Guidebook and any addendums to it that is signed by all parties.

g. Legal Process Exception. In the event Agent is compelled to disclose Confidential Information pursuant to any validly issued subpoena or under oath as part of a deposition or valid legal proceeding under the laws of the United States, Agent may truthfully disclose such Confidential Information as required by law. If Agent is compelled by any subpoena, court or government agency to disclose Confidential Information, Agent shall immediately provide notice to CR.

7. NON-SOLICITATION

a. Summary. Agents understands that if he or she does leave CR, Agent will not be prohibited from functioning as a real estate agent at any location, and Agent will always be free to provide Real Estate Services to non CR Clients and non CR Customers at any location and at any time.

b. A "CR Customer" is a Prospective Client Known to Agent. CR's computer network maintains a database of persons or entities that have expressed interest in completing real estate transactions with CR (the "Lead System"). Some persons or entities in the Lead System may be assigned to a particular agent, and others may be on a list of "unassigned leads." The Lead System tracks and records when an agent edits or modifies a record in the database. A "CR Customer" is a person or entity listed on the Lead System that, within the prior twelve (12) months that Agent was an

Agent at CR, either: (1) was assigned to Agent; or (2) Agent viewed such person or entity's name and contact information on the "unassigned leads" list.

c. A "CR Client" is an Active Client. A "CR Client" is any person or entity that has either: (1) signed a buyer/broker or listing agreement with Agent and CR and such agreement has not yet expired according to its terms; or (2) has completed one or more real estate transactions through Agent with CR within the previous two (2) years. A CR Client also includes any person, entity or lender owned real estate ("REO") contact, who paid a fee to receive real estate purchase or sale assistance or property management services from Agent through CR within the previous two (2) years.

d. Non-Solicit of CR Customers. For a period of twelve (12) months following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any CR Customer to provide Real Estate Services.

e. Non-Service of CR Customers. For a period of twelve (12) months following the termination of this Agreement, Agent shall not provide Real Estate Services to any CR Customer.

f. Non-Solicit of CR Clients. For a period of two (2) years following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any CR Client to provide Real Estate Services.

g. Non-Service of CR Clients. For a period of two (2) years following the termination of this Agreement, Agent shall not provide Real Estate Services to any CR Client.

h. Referral Contracts. CR has created an electronic process for sending real estate leads to its agents. Agent acknowledges and agrees that each real estate lead received from CR by Agent is subject to a referral contract that provides, among other things, certain agreed-to fee splits upon the consummation of a real estate transaction within a defined time-frame. Following Agent's departure from CR, Agent is restricted from soliciting CR Customers and CR Clients as provided in this Agreement. If following Agent's departure from CR a CR Customer or CR Client who is subject to any referral contract between Agent and CR contacts or reaches out to Agent to receive Real Estate Services, Agent agrees to promptly notify CR of such contact and further agrees to compensate CR as stated in the applicable referral contract.

i. General Advertising. None of the restrictions against solicitation of Real Estate Services in this Agreement shall preclude or restrict Agent from engaging in general advertising to the public that is not specifically targeted at CR Clients or CR Customers.

8. NON-SOLICITATION OF PROFESSIONAL REFERRAL SOURCES

a. Professional Referral Sources. Agent understands and agrees that CR goes to great expense to develop sophisticated real estate investors who regularly refer potential real estate leads in the ordinary course of their business, which are real estate investors, building and construction companies, house-flippers and land developers ("Professional Referral Sources"), and Professional

Referral Sources provide a large volume of business to CR. Professional Referral Sources are individuals or entities who are engaged in a profession where they are likely to generate multiple real estate leads in the ordinary course of their business. Agent understands that when CR Refers or introduces these Professional Referral Sources, Agent will know the identity of Professional Referral Sources but may not know the specific terms of the referral relationships, including pricing, if Agent was not affiliated with CR. The referrals from Professional Referral Sources are not Occasional Direct Referrals as defined in Section 8.a. below.

b. Non-Solicit of Professional Referral Sources. For a period of two (2) years following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any Professional Referral Sources, whom Agent became first acquainted with while at CR, for purposes of offering Real Estate Services.

c. Non-Solicit of Referrals from Professional Referral Sources. For a period of two (2) years following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any referrals made known to Agent by Professional Referral Sources, whom Agent became first acquainted with while at CR, for purposes of offering Real Estate Services.

9. DIRECT REFERRALS AND SELF-GENERATED LEADS

a. Direct Referrals. Sometimes a CR Client will occasionally refer a prospective customer to Agent for purposes of performing Real Estate Services. These occasional direct referrals from CR Clients ("Occasional Direct Referrals") are excluded from the definition of "CR Customer" and "CR Client." Following the termination or expiration of Agent's independent contractor relationship with CR, Agent may solicit and provide Real Estate Service to those individuals that were Occasional Direct Referrals from CR Clients while Agent was with CR. For example, if a CR Client initially came to Agent at CR to perform a real estate transaction, and after completing such transaction, made a referral to Agent, Agent would not have a duty not to solicit such Occasional Direct Referral to provide Real Estate Services after Agent's departure from CR.

b. Self-Generated Leads. Following the termination or expiration of Agent's independent contractor relationship with CR, Agent may solicit and provide Real Estate Service to those individuals who are Self-Generated Leads without being subject to the confidentiality and non-solicit provisions stated above. "Self-Generated Leads" are: (1) individual contacts who were customers or clients of Agent prior to Agent's independent contractor relationship with CR; (2) relatives, neighbors or close personal friends of Agent who have not responded to a CR marketing promotion; or (3) referrals from individuals identified in (1) or (2). To be considered a "Self-Generated Lead," Agent must either: (a) provide the identities of such individuals to CR prior to Agents engagement as a real estate agent with CR; or (b) be able to clearly document the prior relationship and identify of such individual(s) to the complete satisfaction of CR in CR's sole and absolute discretion.

- c. **Express Written Permission.** Following the termination or expiration of Agent's independent contractor relationship with CR, CR may, in its sole and absolute discretion, grant express written permission to Agent to continue to solicit and provide Real Estate Services to one or more CR Clients or CR Customers. If CR grants such permission, it will be subject to a fee split and other terms and conditions stated in the severance policy of CR's then current Agent Manual, in any applicable referral agreements, or in another written document signed by CR.
- d. **Prior to Departure/Termination:** Agent agrees that once notice of termination has been provide to CanZell Realty, you will immediately be offboarded from all company systems and technology. All personal referrals in your company owned lead generating website will be deleted. Agent agrees that they will be allowed to download personal and self generated leads prior to such notice. Once the offboarding process beings, we will not be able to retrieve any personal leads as they are deleted.

10. NON-INTERFERENCE AND NON-SOLICITATION OF EMPLOYEES AND/OR AGENTS

Agent acknowledges that CR incurs significant expense in recruiting and training its employees, independent contractors and agents. During the Term of this Agreement and for a period of two (2) years following the date of the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not solicit, hire or attempt to hire, or induce or attempt to induce to leave CR, any person who was employed or engaged by CR (whether as an employee, independent contractor or otherwise) during the period of time in which Agent provided Real Estate Services to CR, for the purposes of such person leaving CR to work with another real estate brokerage in the Greater Hampton Roads Area. In addition to any equitable relief available to CR, if Agent breaches this Section 9, Agent shall pay to CR, as liquidated damages, three months of the gross monthly pay for each person who separates from his/her employment or other relationship with CR due, in whole or in part, to a violation of this Section 9. In addition, Agent shall pay all costs incurred by CR for training or educating that person.

11. DISCLOSURE OF FUTURE WORK LOCATION AND RECORDS, AND NO DEFAMATION

a. **Disclosure of Future Work Location.** During the six months following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall inform CR of Agent's then current place of work and the position that Agent holds, if such position is directly or indirectly associated with Real Estate Services, within 10 days of any written request from CR.

b. **Access to Records.** For a period of two (2) years following the termination or expiration of Agent's relationship with CR, Agent shall provide to CR, within 10 days of any written request from CR, a copy of Agent's commission recap statements and earning statements from Agent's broker/employer arising from Agent providing Real Estate Services. Agent agrees to use best efforts to obtain such information from Agent's broker/employer in the event that Agent does not have possession of such information. Prior to providing such information to CR, Agent agrees to redact any information from these statements necessary to comply with applicable law, including redacting any

personal financial information. If Agent does not possess or does not have access to commission recap statements or earning statements, or if Agent otherwise refuses to provide such information, Agent agrees to generate a list of all properties bought or sold arising from Agent's providing Real Estate Services after Agent's departure from CR, and include in such list (1) the name of the buyer/seller of each property; (2) the address of each property; and (3) the total commissions earned for each property. Agent shall then send to CR such self-generated list in lieu of Agent's commission recap statements and earning statements from Agent's broker/employer.

c. Non-Promotion. Following the termination or expiration of Agent's relationship with CR, Agent shall only identify himself as a "former" CR agent, and Agent agrees to immediately update his or her resume, CV, business cards, social media websites such as Facebook and LinkedIn, and any other marketing materials to ensure Agent is no longer identified, directly or implicitly, as a current CR Agent, and instead is listed as a "former" CR agent, or it is otherwise made clear that Agent is no longer associated with CR.

d. No Defamation. During the time period of one (1) year following the termination or expiration of Agent's relationship with CR, Agent warrants and covenants that Agent, directly or indirectly, will not issue, or cause to issue, any communication, written, orally or otherwise, that disparages, criticizes or otherwise reflects adversely or encourages any adverse action against CR or CR's owners, stockholders, agents, directors, officers, employees, representatives, attorneys, divisions, parents, subsidiaries and affiliates, except if testifying truthfully under oath pursuant to a validly issued subpoena, during a deposition, or before a United States state or federal court or official government agency proceeding. During the time period of one (1) year following the termination or expiration of Agent's relationship with CR, Agent agrees that upon each request from CR, Agent will admit or deny, under oath and penalty of perjury, if any glassdoor.com posting, or other related "anonymous" Internet posting, is "from," "authored," or "associated" with Agent or someone acting on Agent's behalf or at Agent's direction.

12. ENFORCEMENT OF COVENANTS

a. Acknowledgements. Agent understands and agrees that CR goes to great time and expense to obtain CR Clients, CR Customers and referral sources, and to train and recruit CR employees and agents. Agent acknowledges that Agent will derive significant value from CR's providing Agent with Confidential Information to enable Agent to optimize the performance of Agent's duties to CR. Agent agrees that Agent would not know the identity of these individuals or the specific terms of the relationships if Agent were not affiliated with CR. Agent acknowledges that the time, geographic and scope limitations of the restrictive covenants above are reasonable and that Agent will not be precluded from the ability to have a gainful real estate practice or earn a livelihood if Agent is obligated to comply with the covenants during the prohibited period and within the geographic restrictions as set forth above. Agent further acknowledges that Agent's fulfillment of the obligations contained in this Agreement, including, Agent's confidentiality, non-solicitation, non-service and non-compete obligations, are necessary to preserve the value and goodwill of CR.

b. Equitable Relief. Agent understands that a breach of the covenants in this Agreement is a material breach and may cause CR great and irreparable harm. Consequently, if Agent breaches this Agreement, CR may be entitled to equitable relief, including a preliminary and permanent

injunction. Agent waives the posting of bond by CR on any preliminary injunction obtained against Agent for breach of this Agreement.

c. Monetary Damages. In addition to equitable relief, liquidated damages as stated in this Agreement and any other damages allowable by law, in the event that CR should lose a listing or a buyer due to Agent's breach of this Agreement, Agent shall pay to CR an amount equal to 100% of the gross fees that would have been paid to CR were it not for Agent's breach

d. Claims Against CR. The real or perceived existence of any claim or cause of action of the Agent against CR, whether predicated on this Agreement or some other basis, shall not relieve Agent of Agent's obligations under this Agreement and shall not constitute a defense to the enforcement by CR of the restrictions and covenants contained herein.

13. INDEMNIFICATION

Agent shall defend, indemnify and hold harmless CR and CR's agents, employees, officers, successors, assigns, from and against all threats of or actual, losses, damages, liabilities, fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, settlements, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Agent's acts or omissions, Agent's breach of any term of this Agreement, or Agent's otherwise unlawful, improper or bad act. CR may satisfy such indemnity (in whole or in part) by way of deduction from any bonus or other monies due to Agent, so long as such satisfaction complies with applicable law. Should CR pay any amount in settlement of a claim arising because of the action, inaction, breach or otherwise unlawful, improper or bad act, Agent agrees to indemnify CR for that amount.

14. NOTICE

In any event under this Agreement that Agent is required to give notice to CR, such notice shall be by written communication sent by first class mail or overnight mail, postage pre-paid, to Cancell Realty Inc., 4598 Broad Street, Virginia Beach, Virginia 23462. CR may give notice to Agent by electronic mail or by first-class mail to the last known address on file for Agent at CR.

15. GOVERNING LAW AND WAIVERS

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Agent expressly consents to personal jurisdiction in the Commonwealth of Virginia. The Parties agree that in connection with any action, suit, or proceeding arising out of or relating to this Agreement or any of the dealings of the Parties hereto, venue shall be proper only and exclusively in the state courts located in the cities of Virginia Beach and Chesapeake, Virginia and the United States District Court for the Eastern District of Virginia located in Norfolk, Virginia.

16. MISCELLANEOUS

a. Disclosure Authorization. In order to protect CR's interests under this Agreement, Agent authorizes CR to disclose the existence of this Agreement and its terms to any third party with whom Agent may have, or with whom Agent may consider establishing, an employment or business relationship, and CR shall bear no liability for such disclosure. Agent has the right to disclose this agreement to the attorney of their choice.

b. Attorney's Fees and Costs. If Agent breaches any term, warranty or covenant in this Agreement, Agent agrees to reimburse CR for all costs and actual attorney's fees incurred by CR in connection with enforcement of CR's rights against Agent, regardless of whether litigation is commenced.

c. Assignment. This Agreement shall inure to the benefit of CR and CR's successors and assigns. Agent may not assign this Agreement without CR's written permission, and this Agreement is binding upon Agent and Agent's heirs, executors, and legal and/or personal representatives.

d. Advice of Counsel. Each Party acknowledges and agrees that it has had the unrestricted opportunity to consult with independent legal counsel of their own choosing who could participate in the drafting and negotiation of this Agreement, that any decision not to be so represented was voluntarily and independently made by that Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either Party.

e. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion.

f. Waiver. Any term or provision of this Agreement may be waived by a written instrument at any time by the Party entitled to the benefit thereof. The failure by any Party to enforce any term or provision of this Agreement shall not affect the validity or enforceability of that term or provision.

g. CR Agent Manual / Guidebook. In the event of conflict between the Agent Manual / Guidebook and this Agreement, the terms of this Agreement shall prevail.

h. Complete Understanding. This Agreement represents the entire agreement of the Parties as to its subject matter, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. However, this Agreement does not supersede or alter any fee-split agreements contained in any "Referral Contracts" between CR and Agent, whether entered into before or subsequent to this Agreement.

i. Modification. This Agreement may not be altered, amended or modified without the written consent of both Parties.

Witness the following signatures.

Independent Contractor AGENT

Agent Signature

Agent's Printed Name

Date: _____

CANZELL REALTY, INC

By: _____
Authorized Signature

Authorized Agent Position & Printed Name

Date: _____