

OFFICE POLICIES & PROCEDURES

INDEPENDENT CONTRACTOR AGREEMENT

The following are Sale Personnel Office Policies and Procedures for 305 International Realty, LLC (The "Company" or "305IR"). These Policies & Procedures are subject to change upon Notice by 305IR as provided herein. I hereby certify that I am the legal owner of all of the information gathered through www.305internationalrealty.com, and hold myself accountable for accepting all of the office's terms and conditions.

1. NEW SALES ASSOCIATE. All New Sales Associates are required to participate in Orientation. New Sales Associate Orientation is conducted by a Manager or Qualified Broker, and includes an overview of the company history, an explanation of the company core values, vision, and mission, and company goals and objectives. All new Sales Associates are required to comply with 305IR's membership costs and are to be aware of transaction fees that apply to payment processing. Transaction fees include \$100 processing fee for all rental commissions, and \$495 processing fee for all sales/purchase commissions)

2. SALES ASSOCIATE DATA CHANGES. A Sales Associate's personnel data should be accurate and current at all times. It is the responsibility of each Sales Associate to promptly notify their supervisor and Payroll Personnel of any changes in personnel including but not limited to: • Mailing address

- Telephone numbers
- Personal email
- Individuals to be contacted in the event of an emergency

3. 305IRWEBSITE/E-MAIL.

Website: www.305internationalrealty.com

E-mail address: admin@305internationalrealty.com

4. SALES ASSOCIATE E-MAILS. Upon request, Sales Associates are provided a 305IR domain e mail for all communications related to any sales activity while broker is registered as Sales Associate's broker. Sales Associate shall ensure that broker has Sales Associate's current e-mail used for sales activity communications while 305IR is registered as Sales Associate's broker. Sales Associate shall use an approved e-mail signature on all e-mails. Sales Associates should check their designated sales activity e-mail on a daily basis.

5. PAGERS/PORTABLE PHONES/VOICE MAIL. Every Sales Associate shall maintain access to a mobile phone, at Sales Associate's sole cost and expense and to provide 305IR with their current mobile telephone number.

6. BUSINESS CARDS. Sales Associate shall carry business cards with the 305IR logo and in the format supplied by Broker and printed through the printer selected by 305 International Realty at the sole cost and expense of Sales Associate.

7. OFFICE HOURS. 305IR office is open between 9:30 AM to 5:30 PM Monday through Friday, except on designated holidays.

8. HOLIDAYS. Offices are closed for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Good Friday, and Christmas Day. (Subject to change)

9. OFFICE CONDUCT. Sales Associate shall communicate with clients, office employees and other sales associates with respect and in a professional matter. Good fellowship and a sincere desire to be cooperative and helpful is encouraged. Loud talking and boisterous laughter in the office is prohibited. Smoking is prohibited in 305IR office. Loitering is not permitted in 305IR office. Pets are not permitted in 305IR office. Children are welcome for short periods if accompanied by a parent and/or legal guardian and at their sole risk. Company equipment shall never be used by children.

10. OFFICE APPEARANCE. Sales Associate may but is not obligated to use desk areas in 305IR offices upon approval by broker. Sales Associate shall keep any working area being by Sales Associate, neat and orderly at all times. All papers and files shall be stored INSIDE the desk drawers. There is not eating permitted at the desks. All personnel are required to clean-up after using the kitchen.

11. OFFICE COPY MACHINES. Sales associate may use the office copy machine for documents necessary for the completion of sale with prior request.

12. PARKING. 305 International Realty LLC is not responsible for and shall be held harmless from, and indemnified against, any claim or liability arising in connection with the use of any parking area utilized by any 305 International Realty LLC office. Further, the undersigned agrees to hold harmless for any personal injury or loss, or damage to any property, which may result from use of any parking area or facility.

13. OFFICE EQUIPMENT/SUPPLIES. Office equipment, supplies, reference materials, files, etc. shall NOT be removed from the Office without 305IR prior approval. The Receptionist's and Processor's desks are the property of 305IR, and Sales Associate shall not remove any item from these desks. Upon termination from the Company, Sales Associate shall return all 305IR equipment, keys, supplies and reference materials.

14. INSURANCE ON PERSONAL EFFECTS. 305IR disclaims any responsibility for Sales Associates Personal Property. 305IR recommends that Sales Associate maintain insurance policies to protect against loss of any items belonging to Sales Associate.

15. SALES MEETINGS. 305IR promotes a team effort and Sales Associate shall endeavor to attend Sales Meetings and Seminars provided by 305IR and support other 305IR Sales Associates professional efforts.

16. APPROVED FORMS. All forms approved by 305IR are be available via Form Simplicity website or other Shared Network. If the Sales Associate needs a form or document that s/he cannot locate

on Form Simplicity, contact the Broker or Processor for assistances.

17. APPROVAL REQUIRED FOR WRITTEN COMMUNICATIONS. All letters, advertisements, flyers, cards or any other written communications or direct mail, related to any sales activity or identifying 305IR (directly or indirectly) MUST be approved and proofed by 305IR in advance of publication. 305IR Processing Department has pre-approved Letters and Forms.

18. ADVERTISING. Sales Associate's may advertise subject to prior approval by 305IR and at the sole cost and expense of Sales Associate. Any advertisement shall contain Sales Associate's name and contact telephone number together with the Company signature/logo and main phone number. 305IR policy is to maintain a balanced advertising program rather than be bound by sellers who expect, or demand, special advertising on their individual properties. 305IR recommends and support Sales Associate's use of a well-balanced advertising campaign with the goal of securing the greatest number of prospects for sellers' properties. 305IR marketing department is available to assist Sales Associates in the selection, placement and layout of specific media advertising. All advertisements must be approved by 305IR prior to publishing. No Sales Associate is permitted to advertise another Sales Associate's listing or hold another Sales Associate's listing open without the listing Sales Associate's permission. Sales Associate's name along with home, cell phone, or voicemail telephone number, as well as 305IR name, logo, website and main telephone number must be included in all advertisements. Their website address should also be advertised.

19. MARKETING AND GRAPHICS DEPARTMENT. Another function of the Marketing Department is for typesetting and graphic design. Any variations to basic pre-approved Company cards, flyers, or brochures and custom-designed materials may be completed by the Marketing Department at Sales Associate's sole cost and expense.

20. OFFICE SUPPORT STAFF. 305IR endeavors to provide reception services at the office during all Office hours. Telephone calls made to the Company are answered by reception staff during Office hours. Any telephone messages left by callers in the Office's General Voice Mail Message Center will be retrieved and delivered by the Office Receptionist the following business day.

Sales Associate shall not assign any task to 305IR receptionist or non-sales staff without prior approval from Broker's. Sales associate is responsible to maintain their MLS Listings, obtain legal descriptions, taxes, folio numbers, mortgage loan numbers, etc. for Sales Associates' listings and shall not request 305IR Receptionist or other non-sales staff to complete these tasks.

Upon request, 305IR will provide general Processing assistance when necessary as determined in 305IR's sole discretion.

305IR Marketing Department is available to Sales Associate for typesetting and preparation of cards, flyers, displays, property brochures, etc., at the Sales Associate's sole cost and expense.

21. SHIPPING. Sales Associate may use 305IR USPS account for sales activity but will be solely responsible for all shipping costs incurred by 305IR at Sales Associate's request.

22. MAIL/MESSAGES. 305IR does not take or deliver telephone or other messages. All calls are directed to Sales Associate phone number on file. Sales Associate shall review his/her voicemail on a daily basis. All mail and other important papers are provided to Sales Associate through use of a designated Mail Information Box. Sales Associate shall check their designated email on file daily. When a call comes into the office for Sales Associate, unless Sales Associate is in the office, the calling party will be provided with the Sales Associate's direct number.

23. CONTACT WITH CLIENTS/PROSPECTS.

(a) Listing Agent Responsibilities. Sales Associate must provide a fully executed Transaction Broker Listing Agreement to 305IR prior to posting a Listing on the MLS. In the event 305IR discovers that a Sales Associate has failed to provide the fully executed Transaction Broker Listing Agreement, 305IR may, in its sole and exclusive discretion, cancel the listing and remove same from the MLS if Sales Associate fails to cure following 72 hours' Notice.

(b) Sales Associate Availability. In the event that Sales Associate or his or her the covering sales associate cannot be reached, 305IR reserves the right, but is not obligated, to select a covering sales associate to respond to calls and inquiries received during Sales Associate's absence or unavailability. Accordingly, in the event that Sales Associate will be absent and/or unavailable by telephone, 305IR recommends that Sales Associate designate a 305IR sales associate to cover calls and inquiries and confirm any commission sharing agreement in advance, and advise Brokers of such designation and agreement. In the event 305IR designates a covering sales associate for Sales Associate, 305IR in its sole discretion, may determine that the covering sales associate shall be entitled to share in any commission generated with the assistance of covering sales associate.

(c) Prospect Inquiries. Call-ins and walk-ins, asking for a specific sales associate or resulting from advertisements or signs placed by a specific sales associate, will be referred to that Sales Associate. All other inquiries will go to the "best person for the job" as determined by 305IR in its sole and exclusive discretion. If a particular Sales Associate is requested, but is out of town or absent for the day or on vacation and has not designated someone to act in his/her behalf, 305IR may, at its sole and exclusive discretion, designate a covering Sales Associate

24. BROKER ACTIVITY/REFERRALS/LEADS. 305IR will work with prospects who contact 305IR or were contacted by 305IR directly. 305IR in its sole and exclusive discretion may refer Sales Associate a prospect. Broker shall be entitled to 20% of any commission generated from a referral from Broker's.

Leads that are provided by 305IR are property of the company and are subject to a commission split of 20% for rental closings, and 25% for sales/purchase closings. In addition, if any leads that are provided by 305IR should convert into recurring clients, the commission split is to be respected throughout the client/broker relationship.

25. SALES ASSOCIATE PARTNERSHIPS. If two or more 305IR Sales Associates desire to work together as partners, the Company must be informed in advance and a commission pooling agreement, in a form approved by Broker's. No Sales Associate shall lure a prospect from another 305IR Sales Associate. If a prospect does not wish to work with the first Sales Associate, 305IR must be notified. In the event of a competing claim between 305IR Sales Associates, 305IR has the right, in its sole and exclusive discretion, to determine the Sales Associate entitled to the commission or share thereof.

26. REASSIGNMENT. 305IR has the right in its sole discretion to assign clients to another Sales Associate for any reason. In the event of a reassignment, 305IR shall determine, in its sole and exclusive discretion, whether original Sales Associate is entitled to shall in a commission and if so, the amount of such share.

27. CLIENT INFORMATION CONFIDENTIAL. Sales Associates must always keep clients' communications and information strictly confidential.

28. CLIENT FILES. Maintain client files with full and correct information.

29. CLIENT AGREEMENTS. Sales Associate shall NOT give legal advice, directly or indirectly. 305IR policy is to recommend to all clients that the client retain counsel to ensure full and complete understanding of their Agreements prior to executing any agreement.

30. SHARING LISTING INFORMATION. It is the policy of this Company to share non-confidential information with other brokerage offices to promote 305IR listings.

31. COMPLAINTS AGAINST OTHER BROKER OFFICES/SALES AGENTS. Sales Associates shall immediately notify 305IR of any concerns or issues with cooperating salespersons or brokers arising during any transaction.

32. LEGAL EXPENSES FOR OUTSIDE DISPUTES. In the event of a dispute arising from any transaction in which Sales Associate is involved, Sales Associate shall cooperate fully with the 305IR efforts to resolve the dispute upon 305IR request. Such cooperation shall include but is not limited to Sales Associate's appearance for and providing court and deposition testimony upon reasonable notice without service of a subpoena, preparation and execution of discovery interrogatories, production of documents, execution of settlement and release documents. Sales Associate is responsible for all legal fees and expenses incurred by Broker and shall indemnify and hold Broker harmless from any liability incurred by Broker arising from any transaction in which Sales Associate was involved.

(a) Claims Against Sales Associate and/or Company: In the event of any claim made against 305IR related to or arising from a transaction in which a Sales Associate was involved, the involved Sales Associate(s) shall be jointly and severally responsible for all 305IR expenses associated with defense of such claim. Broker reserves the right, in its sole and exclusive discretion, to defend or compromise any claim made against Broker and Sales Associate shall

indemnify and hold Broker harmless from any liability incurred by Broker, including attorney's fees and costs, whether by judgment, award, settlement or compromise..

(b) Claims by Sales Associate and/or Broker's: In the event that 305IR and Sales Associate agree for 305IR to prosecute a claim arising out of a transaction in which Sales Associate was involved, unless otherwise agreed in writing, Broker will provide cooperation and Sales Associate shall be responsible for payment of all fees and costs when same become due, and be entitled to 90% of any proceeds (net of expenses) and Broker shall be entitled to 10% of any proceeds (net of expenses)... In the event a Counterclaim is filed against the Company and/or the Sales Associate involved, unless otherwise agreed in writing, Broker will provide cooperation and Sales Associate shall be responsible for payment of all fees and costs when same become due, and be entitled to 90% of any proceeds (net of expenses) and Broker shall be entitled to 10% of any proceeds (net of expenses).

33. COMMISSIONS. Notwithstanding anything set forth in the Sales Associate's Independent Contractor's Agreement:

(a) 305IR Commission Programs. 305IR Commission Programs are attached as Exhibit A to 305IR Independent Contractor Agreement Between Broker and Associate. 305IR may change the terms of 305IR Commission Programs upon Notice to Sales Associate. Upon execution of the current 305IR Form Independent Sale Contractor Agreement, and prior to termination thereof, Sales Associates

have the right to elect a Commission Program by delivering a completed, signed and dated 305IR Commission Program Election Form together with the first payment of the membership fee, if any, to Broker. If that Associate fails to properly elect a Commission Program as provided herein or to pay the fee due thereon when due, Associate shall be deemed to have elected the default program.

(i) Errors and Omission Insurance Fee. For each transaction, Sales Associate shall pay Broker an errors and omission insurance fee in the set forth on the attached 305IR Commission Program Exhibit.

(ii) Compliance Fee. 305IR will charge all clients a Compliance Fee (in the amount based upon the commission program elected by Sales Associate and set forth in the attached Commission Program Exhibit).

(iii) Associate Program Change. Associate may change its program election at any time, but only one time in each calendar year, by delivering to Broker a completed, signed and dated Commission Program Election Form setting forth the new election together with the first installment of the annual fee, if any; the change to the Associate's elected Commission Program shall be effective thirty (30) days following Notice to Broker with completed, signed and dated Program Election Form and any fee due thereon.

(b) Commissions following Termination. Upon termination for any reason, to compensate Broker for liability and expense associated any pending sales at the time of Sales Associate's termination, 305IR shall be entitled to retain 20% of the net commission payable to Sales Associate for any sale

which closes following Sales Associate's termination.

(c) All Compensation through Broker Only. Sales Associate is prohibited from receiving any monies related to sales activity, directly or indirectly. All such monies must be paid directly to 305IR for disbursement to Sales Associate pursuant to the parties' Agreement. It is a violation in 305IR for a Sales Associate to accept advances, lease renewal commissions, kickbacks, referral fees or rebates, unless specifically disclosed, in advance, in writing, to all interested parties. In the event Sales Associate is entitled to reimbursement of promotional costs or any other expense from a client, funds must be payable to 305IR and will be disbursed to Sales Associate as appropriate.

(d) Reductions. Sales Associate has no authority to reduce commissions. Any reductions to a commission must be approved by Broker. Notwithstanding any agreement to permit a reduction, no reduction to a commission shall reduce 305IR share of the commission.

(e) Disbursements. 305IR will disburse Sales Associate's agreed share of commissions within three (3) business days following: (i) following 305IR receipt of clear funds together with (ii) a final closing statement, complete documents package with fully executed sale (or lease) agreement with any and all addenda and riders thereto; (iii) copy of the MLS showing status as closed; and (iii) Sales Associate's submission of a signed Commission Breakdown.

ONCE 305IR ISSUES A CHECK TO SALES ASSOCIATE BASED ON THE SALES ASSOCIATE'S COMMISSION BREAKDOWN, ANY CHANGES, CORRECTIONS OR REWRITING OF COMMISSION CHECKS SHALL RESULT IN A \$50.00 CHARGE.

34. NON-DISCLOSURE/CONFIDENTIALITY. The protection of confidential business information and trade secrets is vital to the interests and success of 305 International Realty, LLC. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Financial information
- Marketing strategies
- Company forms and processes
- Pending projects and proposals
- Proprietary production processes
- Personnel/Payroll records
- Vendor lists
- Client lists
- Communications between Company and its employees, agents, vendors, clients
- Client personal and confidential information.

Sales Associates who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action as well as all legal and equitable remedies available.

35. STANDARDS OF CONDUCT. The following are examples of actions and wrongful conduct that is a basis for immediate termination.

- Theft or inappropriate removal or possession of property
- Violation of law (including the Fair Housing Act)
- Violation of Fla. Stat. Chapter 475
- Discrimination against person(s) based on race, age, gender, sexual orientation or religion
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs
- Fighting or threatening violence
- Continuing boisterous or disruptive activity after initial warning
- Negligence or improper conduct leading to damage of company-owned or customer owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in non-smoking designated areas
- Sexual or other harassment
- Unauthorized use company equipment
- Unauthorized disclosure of business “secrets” or confidential information
- Violation of personnel policies

36. SUBSTANCE ABUSE. The use manufacture, distribution, possession, sale or purchase of controlled substances of abuse on Company property is prohibited. Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited. Working while under the influence of prescription drugs that impair performance is prohibited.

37. TOBACCO PRODUCTS. The use of tobacco products is not permitted anywhere on the Company’s premises except in authorized and designated locations. The designated smoking areas are located outside the office. Sales Associates must follow all rules posted in the designated smoking areas and adhere to all policies associated with this policy.

38. SALESPERSON INDEPENDENT CONTRACTOR AGREEMENT All Sales Associates are subject to the terms of the most recent version of 305IR standard Sales Associate Independent Contractor Agreement. In the event that Salesperson has not executed such Agreement, Sales Associate are deemed to have accepted the terms thereof.

39. TERMS SUBJECT TO CHANGE UPON NOTICE Broker may change the terms of these Policies and Procedures and/or the Sales Person Independent Contractor Agreement at any time upon written Notice as provided herein, which changes shall be deemed effective upon Notice unless otherwise provided in the Notice.

40. NOTICES to be provided pursuant to the terms of these Policies and Procedures and/or the Sales Associate’s Independent Contractor Agreement shall be made in writing and be delivered by email:

For Notices to 305IR: fermin@305internationalrealty.com

For Notices to Sales Associate: (i) the 305IR domain email address assigned to Sales Associate or the email Address designated by Sales Associate as its email address for sale activity; and (iii) the email Address provided by Associate to 305IR on the Sales Associate Information Form.