



Support Agent Agreement with talk Realty
Version Date: April 9th 2025

THIS AGREEMENT made effective as of:

DATE: _____

BETWEEN:

**Talk Realty
(Company)**

- and -

(Company Agent/Agent)

1. Relationship Between the Parties

talk Realty and the Agent are both independent contractor licensees engaged in providing real estate services to consumers and conducting real estate activities under the license of Talk Realty. This Agreement outlines a professional relationship where talk Realty provides the Company Agent with leads, systems, support, and training resources in exchange for a commission split structure.

The Company Agent is responsible for maintaining an active and valid real estate license throughout the term of this Agreement. Should the Company Agent's license lapse or become inactive, this Agreement will automatically terminate.

The Company Agent operates independently and has full discretion over their schedule, business hours, and the order in which tasks are completed, provided they meet the expectations and deadlines associated with client service and transaction timelines. While Talk Realty may offer tools, training, and coaching, it does not control how the Company Agent performs their work or allocates their time.

The Company Agent agrees to uphold their commitments and maintain communication with company leadership regarding business goals and performance. Either party may terminate this Agreement at any time, with or without cause, by providing written notice. Any amendments or exceptions to this Agreement must be made in writing and signed by both parties.



2. Prospecting and Servicing of Clients

The Company Agent is expected to proactively generate and service business through a variety of prospecting and client service methods. These include, but are not limited to, cold calling, door knocking, conducting open houses, scheduling and hosting property showings, negotiating deals, and guiding clients through the full real estate transaction process from offer through closing. The Company Agent must provide their own working mobile phone and computer.

The Company Agent agrees to make their best efforts to:

- Establish and work toward daily, weekly, monthly, and annual business goals
- Monitor and respond promptly to voicemails
- Maintain professional appearance and conduct at all times
- Commit a minimum of 15 hours per week to lead generation
- Enter at least 30 new leads into the CRM every month
- Promptly log all open house leads into the CRM if participating in weekend open houses for Talk Realty listings

Talk Realty may provide access to company-generated leads and opportunities, including open house hosting for active listings. The Company will also offer systems, tools, scripts, strategies, and coaching for effective lead generation, conversion, and client service. These resources are intended to support the Company Agent's success, but utilization and implementation remain the responsibility of the agent.

3. Compensation

Company Agents will be required to split any and all commission income for all closed transactions, buyer transactions, seller transactions, referrals or agent referrals or any income that may be generated from practicing as a real estate professional in the state of Hawaii. All splits shall be according to the percentages set forth in the commission tiers.

4. Transferring and Closing Sales from Previous Brokerage

If a new agent joins talk Realty and has pending sales with another brokerage. The agent may choose to transfer their deals to talk realty, if their previous brokerage allows, or they may close them at their previous brokerage. If they choose to close them at their previous brokerage then there will be no fee or split paid to talk Realty. If they close the transactions at talk Realty then the set commission schedule will apply.



5. Transaction Costs – Compliance Fee

Talk Realty charges a \$500 compliance fee for every closed transaction.

- This fee can be paid by **either the client or the agent**, depending on how it is written in the purchase agreement or listing contract.
- If the **client is covering the fee**, the \$500 will be deducted directly from the additional commission payment before it is split.
- If the **agent is covering the fee**, it will be deducted from the agent's portion of the commission **after** the standard commission split is applied.

Special Scenarios

- **Dual Agency with the Same Agent:**
Only **one \$500 compliance fee** is charged per transaction, even if the agent represents both the buyer and the seller.
- **Multiple Agents on One Transaction:**
Each agent's portion of the compliance fee will be deducted **proportionally**, based on their commission split, unless otherwise specified in writing prior to closing.

Example

Sale – 123 Banana Street

Agent represents the buyer. Gross commission is \$10,000.

- Commission split: 70/30 (agent/company)
- Agent earns: \$7,000
- If agent pays compliance fee: Agent receives \$6,500
- If client pays compliance fee: Agent receives \$7,000



6. Commission Structure Overview – Support Model

This commission schedule outlines how agents are paid based on the type of lead (Self-Generated vs. Company-Provided) and their production level (GCI = Gross Commission Income).

Self-Generated Business – Determining the Tier Level

Agents are placed in a commission tier based on the prior calendar year's GCI. If an agent is new to the company then we will look at the last rolling 12 months to determine their GCI and tier. For example, if an agent is joining June 15th 2025, we will look at their production between June 2024 - May 2025 to determine their tier. Agents can move up tiers as they close more volume but will never move down tiers.

Tiers are calculated based on a 12 month or 1 year term and are not determined on lifetime GCI. Meaning, if an agent does \$100,000 GCI for 3 years in a row, that is not \$300,000 of GCI, that is \$100,000 and at that GCI amount they will fall under tier 3.

In the event that an agent joins from another state and can prove that they've had success selling in that state, then a determination can be made on a case by case basis of what tier they will fall into. Years of Experience, Sales Volume and the agent's understanding of the market will be taken into consideration. This determination will be made by a broker on staff. This agent will not be placed in a higher tier than tier 3 however as they do not have local experience.

Self-Generated Leads – Tier Assignment Summary

Leads generated by the agent fall under the **Self-Gen Commission Tier Schedule**.

- **New Agents** start at **Tier 1**.
- **Experienced Agents** may qualify for a higher tier by providing **proof of gross commission income from the last 12 months**.
- Tier level is based on **Gross Commission Income (GCI)** — not number of units or sales volume.



Tier Qualification Examples

- **Example 1:** An agent who earned \$75,000 in GCI over the past 12 months enters as a **Tier 2** agent.
- **Example 2:** An agent with \$150,000 in GCI over the past 12 months qualifies for **Tier 4**.
- **Example 3:** An agent from out of state who has been practicing for 12 years and performed \$100,000 in GCI over the past 12 months qualifies for **Tier 3**.

Self Gen Tiers	Start GCI	End GCI	Commission to Agent
1 – Brand New Agents Start Here	\$0	\$40,000	50%
2	\$40,000	\$80,000	60%
3	\$80,000	\$150,000	70%
4	\$150,000	\$225,000	75%
5	\$225,000	\$310,000	80%
6	\$310,000	\$400,000	84%
7	\$400,000	\$500,000	88%
8	\$500,000	\$650,000	90%
9	\$650,000	Unlimited	92%



Company-Provided Leads (Support Model)

Commission Splits

- **Brand New Agents**
For the first three (3) company-provided leads closings:
30% to Agent / 70% to Company
- **Experienced Agents (4+ Career Sales)**
40% to Agent / 60% to Company
(Only applies if the transaction occurs in Hawaii)

Why These Splits?

On average, 40% of the total commission amount is paid to the third-party lead provider (e.g., Zillow). The remaining 60% is then split between the agent and the company depending on the agent's experience. The agents receive 40% of the commission as compensation for their service (or 30% if they are new), while the company retains the remaining 20% to cover operational expenses.

Example Payout of Commission

- 40% of GCI is paid to the third party lead provider (e.g. Zillow)
- 40% of GCI is paid to the agent who works the deal.
- 20% of GCI is used to pay for staff, office space, transaction coordination etc.
- The \$500 compliance fee is used to cover the costs of the broker supporting the transaction and back end compliance for the company.

8. Ongoing, Repeat Business Policy & Determining Lead Source

The original commission split for a company-provided lead applies to all **future transactions** with that client — even years later. Unless the agent was on a 30% split for that client and they have since satisfied the 4 transaction requirement to increase to 40%.

To determine if the lead is company provided or a referral from a company provided you can check what the intent was for the inquiry. If the intent of the lead inquiry was for that transaction to occur then it is company generated. So if Buyer Cliff Duffy inquires on Zillow for his friend, Rocky, and Rocky purchases, that is a company generated lead. Or if the lead is part of the immediate family of the transaction.



This includes:

- Spouse, partner, or immediate family members (parents, children)
- Entities where the original client is a member (e.g., LLCs or Trusts)

It does not include:

- Extended family, Friends and referrals who were not part of the initial inquiry.
- Situations where the agent would have received the referral without company involvement

Referral Edge Case Examples

- **Example 1:** A Zillow lead inquires for a property for their parents. The parents transact.
→ **Company-Provided Lead (Immediate Family & Part of the Initial Inquiry)**
- **Example 2:** A lead reaches out for themselves. Later, the agent is referred to their cousin who transacts.
→ **Self-Generated Lead (Outside Immediate Family & Not part of the inquiry)**

The Litmus Test

Would you have received this transaction if the company had not given you the lead?

- **Yes** → Self-Generated
- **No** → Company-Provided

We rely on honesty and integrity from our agents. If we purchase leads and are only paid on self gen splits we would not be able to purchase more leads or pay our staff



enough to cover the cost. We choose to work with people who respect this and ask each agent to make their own judgement on this.

8. Dual Agency

If an Agent does a dual agency sale where they themselves represent both sides, such as they list a property for a company-generated seller and bring a self-generated buyer, or the opposite, the total commission from the transaction will be divided in half and the appropriate commission split will be applied to each half. This payout will happen regardless of the payment to the buyer/seller agent as they are now the same and there is no clear way to determine differentiating sides now that the agent represents both equally.

Example: \$500,000 Listing

- Total Commission – 6% (\$30,000)
- Listing Side Commission – 3% (\$15,000)
 - Company-Generated
 - 40% to Company Agent = \$6,000
- Buyer Side Commission – 3% (\$15,000)
 - If the company agent is at a 70% tier = \$10,500
- Total Commission to Company Agent = \$16,500

9. Partnering Agent, Showing Agent, or Transaction Coordination – Commission Sharing Policy

Company agents may choose to compensate a fellow **talk Realty agent** for helping with showings, inspections, or transaction coordination by offering a **portion of their own commission**.

Unless otherwise agreed to **in writing by both parties**, the following default commission-sharing schedule applies.

Showing Agent Compensation (Default Policy)

A **Showing Agent** will receive **10% of the Primary Agent's net commission** for performing the following duties (Or similar duties discussed):

- Cover at least 75% of property showings



- Assist in writing offers
- Attend or assist with the home inspection

This is considered a **Showing Agent Relationship** and must be:

- Clearly stated in **writing** (email is acceptable)
 - Acknowledged **prior to closing**
-

Client Relationship & Expectations

- The **Primary Agent** must clearly communicate the Showing Agent's role to the client to avoid confusion about who is leading the transaction.
 - If a client expresses a preference to work directly with the Showing Agent, the original commission arrangement **will not change**, and splits will remain as originally agreed.
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Opting Out of a Showing Agent Role

- A Showing Agent may opt out of the agreement at any time by providing **written notice** to the Primary Agent.
 - If a Showing Agent chooses to withdraw, they **forfeit any future compensation** for that client—even for previously completed work.
-

Expiration Clause

- If the client **does not enter escrow within 6 months**, the Showing Agent agreement **automatically expires**—unless both parties choose to **renew in writing**.



- If the client enters escrow **within the 6-month window**, and the transaction closes—even **after** the 6 months—the Showing Agent is still entitled to their 10% (or the agreed-upon percentage).

Dispute Policy & Payment Release

- In the event of a commission dispute between agents:
 - **Talk Realty will not mediate or intervene.**
 - No funds will be released and **no CDA will be issued** until both agents reach an agreement **in writing**.
 - If a written agreement already exists, Talk Realty will issue a CDA based on that agreement.

Commission Splits vs. Showing/Transaction Coordination (TC) Fees

In some cases, an agent may choose to pay another licensed agent or coordinator a **flat fee** for services such as **showings** or **transaction coordination**. This is permitted, and it's important to understand how these fees interact with the commission split.

Key Points:

- Flat fees paid to another agent (e.g. \$500 for TC services) are **not subject to the company commission split**.
- These fees are paid **after** the agent's commission split has been calculated.
- The cost is **absorbed by the paying agent** from their net earnings (post-split GCI).
- If the fee paid to another agent is above \$1,000 then it will be considered to be a commission split and not a flat fee. This rule exists to prevent abuse so that an agent may avoid paying commissions splits and cannot receive all of their commission as flat fees.



Example Scenario:

Agent: Cliff Duffy

Sale Price: \$500,000

Total Commission: \$15,000

Split Type: Self-Generated Lead (70% to agent)

Breakdown:

Item	Amount
Total GCI (Gross Commission)	\$15,000
Agent's Share (70%)	\$10,500
Compliance Fee	-\$500
Showing Fee to Another Agent	-\$500
Final Net to Agent (Cliff)	\$9,500

Important Notes:

- The flat fee arrangement must be clearly agreed upon between agents in writing.
- These third-party agent fees are **not processed through talk Realty** and are handled independently between the agents involved and through escrow. This means that talk Realty will not issue a 1099 on behalf of the agent (Cliff) for paying the showing agent fee.

10. Buyer Agent Referrals to Outside Agents

If Company Agent refers a client to an agent inside or outside the Local MLS, Company Agent is to immediately notify the brokerage and submit to the broker a fully executed referral agreement confirming the same. The referral commission shall be paid based on the agents commission split, tier and the lead source.



If a company lead is referred out then the commission will be paid based on company provided lead splits.

***NOTE:** Referral fees will be paid off the top of the gross commissions.

11. Marketing and Costs

Company Agent agrees to use the talk Realty branding on any and all notes, cards, letters, brochures, etc. Any promotional material designed by Company Agent must be reviewed by a broker or marketing manager before it is printed, mailed or distributed. Any costs incurred by the company agent will not be reimbursed by the company unless otherwise agreed to in writing.

If the Agent promises additional advertising to the client that is outside of our marketing or offering plan, the Company Agent is responsible for those associated costs. Meaning, if the Company Agent promises to advertise in the Newspaper, Radio or Japan, those would be the responsibility of the Agent.

Legacy Language -> Open House Signs: talk Realty would previously lend 5 open house signs to the company agent upon joining the company. talk Realty no longer offers this service. However, there are still signs in distribution. This language applies to those agents. Upon termination of this agreement or exit from the company, the company agent will immediately return the open house signs. In the event any signs are not returned or they're not returned in good condition, the company agent will be charged per missing sign. This will be approximately \$200 per sign. Company agents agree to provide and keep an updated credit card on file.

12. Brokerage Expenses, Company Agent's Expenses and Requirements

Talk Realty is committed to providing a supportive platform for its agents; agents are however independently responsible for covering their own business-related expenses.

Agent Financial Responsibilities

The following costs are the sole responsibility of the **Company Agent** and are required for maintaining an active license under **Talk Realty**:

- Real estate license renewal fees
- MLS access fees
- Board of Realtors dues
- Talk Realty brokerage fees
- Continuing education costs (CE courses, seminars, conventions, etc.)



Monthly Brokerage Fees

Item	Amount
Talk Realty Brokerage Fee	\$100/month (includes E&O and tech systems)
Desk Fees	None – Talk Realty does not charge desk fees

Billing Date of the Brokerage Fee. When an agent joins talk Realty they will pay the \$500 onboarding fee and then their \$100 per month will start on the next 1st of the month. For example, if the agent joins on January 15th and their license goes active on January 25th, they will pay their \$100 fee on February 1st.

Note: Monthly fees are subject to change. Talk Realty does not control or guarantee pricing set by third-party institutions such as our E&O Costs, MLS, NAR, or the DCCA.

Start-Up Costs

Item	Amount
Onboarding Fee	\$500 one-time payment

Local Phone Number Requirement

To ensure strong client confidence and local market presence, **all agents must maintain a local Hawaii (808 area code) phone number.**

This requirement helps build trust with clients who prefer working with professionals who are clearly rooted in the local community.

13. Proprietary Information

(a) **Confidential Restrictions.** Company Agent understands that, during the course of Company Agent's work with Lead Agent, Company Agent will have access to Proprietary Information (as defined below) concerning Lead Agent's customers, methods, business strategies and techniques. Company Agent acknowledges that Lead Agent has developed, compiled, and otherwise obtained, at great expense, this information, which has great value to Lead Agent's business. Company Agent agrees to hold in strict confidence all Proprietary Information and will not disclose this Information to anyone. Company Agent will not use, copy, publish, summarize, or remove Proprietary



Information, except as necessary to carry out Company Agent's responsibilities while working with Lead Agent.

(b) **Proprietary Information Defined.** Company Agent understands that the term "Proprietary Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to Lead Agent's business or customers unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Company Agent's possession or part of Company Agent's general knowledge prior to working with Lead Agent; or (iii) the information is disclosed to Company Agent without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and who did not learn of it directly from Lead Agent. Company Agent understands that Lead Agent considers the following information to be included in the definition of Proprietary Information: Information relating to Lead Agent's database of existing and prospective client information, processes, services, ideas, financial information, financial records, business strategies, marketing plans, forms, systems, procedures, and training manuals. This includes, but is not be limited to, information compiled in the form of guides, systems, procedures, manuals, listing files, escrow files, rolodexes, databases, and computer disks.

(c) **Information Return.** Company Agent agrees that Company Agent will not retain and will return all Proprietary Information and all copies of it, in whatever form, to Lead Agent upon termination of their affiliation with each other.

(d) **Non-Solicitation of Clients/Continuing Obligations for Payment of Referral Fees.**

- Company Agent acknowledges and agrees that as a result of Company Agent's affiliation with Lead Agent, Company Agent may gain trade secret information regarding Lead Agent's clients. This information includes, but is not limited to, client names, addresses, preferences, requirements, and other confidential customer information contained in Lead Agent's client database. Company Agent acknowledges and agrees that such customer information is not known to others in the industry and that such information would be valuable to a competitor. Consequently, to protect the confidentiality of Lead Agent's trade secret information, Company Agent agrees that at no time during the term of this Agreement, or after termination of this Agreement in perpetuity, the Company Agent shall not solicit, divert, or attempt to divert from Lead Agent, any business from a customer whose account Company Agent serviced or solicited while a member of the Company.



- If, within 60 months after termination of this Agreement, Company Agent signs a listing or opens escrow on a transaction with any client from lead agent's database, and said client did not originate from Company Agent's SOI (as defined in Paragraph 7 of this Agreement), Company Agent agrees to pay Lead Agent a 75% referral fee (off the gross commission) at the close of escrow. If, during that 60 month period, Company Agent or Lead Agent cease to work under the real estate broker's license of a common broker, Company Agent and Lead Agent shall immediately ensure that their new respective broker(s) enter into a Referral Agreement(s) whereby the supervising broker for Company Agent (as "Recipient Broker") agrees to pay the supervising broker for Lead Agent (as "Referring Broker") 75% of the total gross compensation earned by the Recipient Broker for any listing signed or escrow opened by Company Agent for any client from lead agents' database that did not originate from Company Agent's SOI, as defined in Paragraph 7 of this Agreement.

***NOTE:** Company Agent is responsible for providing an approved Exclusion List of self-generated leads to Lead Agent upon exit from Company

14. Termination of Agreement

- (a) In the event either party terminates this Agreement, Company Agent agrees to immediately turn in to Lead Agent all cards, badges, signs, flags, stationery and other materials which contain references to talk Realty. Company Agent agrees to relinquish all use of talk Realty name, and shall not use said name in any manner whatsoever (i.e., "former member of talk Realty" or "previously with talk Realty", etc.)
- (b) If Company Agent has any open escrows at time of termination, upon the close of those escrows, Company Agent shall be paid as specified in this Agreement, or any revision thereof. No pending transactions will be transferred to a new brokerage. All pending sales will remain with talk Realty.
- (c) Upon termination of this Agreement by either party, Company Agent agrees to immediately turn over the names of all clients that originated from Company provided leads with whom Company Agent is working and who were not listed on the original Exclusion List. With respect to all sellers and any buyer lead who did not come to Company Agent through Company Agent's SOI, Company Agent agrees to cease all contact with said leads; Lead Agent will take over



and follow through with each of those clients and will have no further obligation to pay Company Agent commission for any resulting transaction.

15. Waiver

Failure by either Lead Agent or Company Agent, at any time, to enforce any provision of this Agreement shall not be construed as a waiver thereof.

16. Amendments & Changes

This agreement is subject to change at the sole discretion of talk realty at any time without any advance notice. Any changes will be submitted in writing via email.

17. Validity of Terms and Severability

Should any term or condition of this Agreement be held void, unenforceable, or in conflict with any local or federal laws having jurisdiction over this Agreement, the validity of the remaining terms and conditions of this Agreement shall not be affected thereby. The terms and conditions of this Agreement are deemed to be severable.

18. Entire Agreement

This Agreement constitutes the entire agreement between Lead Agent and Company Agent, and no other understanding that modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both Lead Agent and Company Agent.

19. Governing Law and Resolution of Disputes

This Agreement shall be governed by and construed in accordance with the laws of Hawaii. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be resolved pursuant to the "Mutual Agreement to Arbitrate Claims."

20. Military Escape Clause

In the event the company agent or their family has been ordered to leave the state of Hawaii via military orders and can no longer perform their duties with our company.



21. Personal Transactions:

Agents may buy and sell real estate for personal purposes, provided they adhere to all Federal and State legal requirements, including but not limited to the mandatory disclosure of their status as a licensed real estate professional.

In the event the company agent chooses to make a personal purchase or sale they will not be subject to a commission split with talk Realty. If the agent chooses to use the Company resources to sell the home such as a transaction coordinator or photographer then those will be subject to a fee at market rate.

The agent is allowed up to 3 personal transactions per year without paying any commission splits.

- Commission Options: Agents may choose to charge or waive a commission for personal transactions. However, all transactions—regardless of commission—must include the payment of the standard compliance fee to the brokerage.
- Off-Market Transactions: For any transactions involving off-market properties where a commission is paid, the commission must be processed through the brokerage.

COMPANY AGENT NAME: _____

COMPANY AGENT SIGNATURE: _____

DATE _____

BROKER NAME: _____

BROKER SIGNATURE: _____

DATE _____



SCHEDULE A

POSITION CONTRACT: Company Agent

OVERALL RESPONSIBILITY:

- To over-service homebuyers and sellers to ensure they become repeat clients.

DUTIES OF A Company Agent:

- Complete 4-week New Agent Onboarding Course.
- Attend Company meetings as requested. These meetings consist of training and brainstorming to ensure best opportunities for success.
- Implement goal setting programs pertaining to: Sales, Offers, Buyer Contracts, Listings, etc.
- Become familiar with and practice Company scripts and answer all lead calls promptly.
- Track all leads in the Company CRM and maintain detailed notes on all correspondence.
- Convert leads generated through Company and personal marketing efforts into face-to-face meetings with the prospective clients by regular follow up scheduled through the CRM.
- Always identify yourself as a member of talk Realty while a member of said Company.

SELLERS:

- Use the talk Realty Listing Presentation Packet and Procedures when meeting with potential seller clients.
- Conduct Open Houses and facilitate property showings as needed.
- Solicit listings via Company Agent Sphere of Influence.
- Maintain regular communication with active sellers.

BUYERS:

- Ensure all buyer prospects receive the talk Realty Buyer's Packet.
- Always request the Buyer Representation Agreement be signed.
- Schedule and attend showing appointments as necessary.
- Prepare and present offers.
- Maintain regular communication with active buyers.

Performance will be reviewed periodically with the Lead Agent or Team Leader to ensure that business standards are being met, and that volume of expected business is being achieved in accordance with the performance guidelines set upon hiring as well as Company Agent's yearly goals.



MINIMUM EXPECTATIONS AND STANDARDS:

- 50 conversations per week through FUB
- Enter 15 New Leads into your CRM on a monthly basis.
- Track conversations and appointments set, met, and signed in Company CRM and accountability platform.
- Follow the lead cadence system detailed in Company CRM and do not amount more than 15 overdue tasks at any given time
- Follow the Buyer, Seller and Zillow Procedures
- Engage and Promote talk Realty Core Values
- If three Buyer appointments pass with no Buyer Agreement signed, the following will occur:
 - Meeting with Lead Agent or Team Leader
 - Additional Zillow training

COMPANY PROVIDED LEADS WILL BE PAUSED IF:

- Company Agent is off island
- Less than 30 conversations recorded for the previous week
- Zillow mobile app is not updated properly
- CRM workflow is not followed correctly
- Multiple overdue tasks in CRM
 - If over 15, leads will be transferred to another agent
- Under 50% conversion of Zillow/Google calls to appointments set



SCHEDULE B

COMPANY PROVIDED MARKETING SERVICES

MARKETING MANAGER RESPONSIBILITIES:

Meetings with Agents

- Our Marketing Manager is available for Veteran-Level Agents to review goals and create a custom marketing strategy upon the Veteran Agent's request.

Agent Search Site

- Our Marketing Manager is responsible for creating the agent profile and agent-branded search site on the company website. This can only be done once the agent has an active license number.

Email Signatures

- Our Marketing Manager is responsible for providing all new agents and Company members with a unified email signature.

Media Day

- Agent will be invited by the Creative Director of talk Realty to attend a company 'Media Day'.
- Marketing Manager is available upon request to the Agent for assistance with content ideas.

Graphic Design Services

- All Escrow, Price Improvements, and Sold transactions are automatically sent to the Marketing Manager for graphic production.
- Any other graphic requests are permitted and encouraged. These requests can be submitted via email to our Marketing Manager.
- This includes but is not limited to: Letters/Direct Mail, Door Knocking Flyers, Social Media Graphics, etc.
- We will help design the items but we will not hand write, deliver or apply postage to them.

Email Marketing

- Marketing Manager will send out an email to the Agent's database with the assigned agent's name and contact information on it.
- Emails are sent on a weekly basis.
- Agent's can easily exclude leads from email marketing by tagging the lead under 'no_newsletter'



Business Cards

- Our Marketing Manager will provide the agent with a custom business card design upon request.
- It is the responsibility of the agent to print and pay for the business cards.

Website/CRM

- The company provides agents with a custom-built website with a user-friendly interface allowing potential clients to save searches, request and share information, schedule appointments, etc.
- Leads from the website are distributed to agents on a first to claim basis.

For Sale Signs/Agent Riders

- The agent can request for a custom-built sign and/or rider with their image and personal information on it at their own expense - approximately \$100-\$150.

Company Events

- The Marketing Manager is responsible for organizing and facilitating all company events.
- These events include, but are not limited to: Quarterly Beach Cleanups, Client Appreciation Party, Educational Masterminds, etc.

Weekly Coaching/Script Practice

- Agents are provided with scripts that can and should be utilized in their business strategy.
- Script practice will occur with all Agents via Zoom daily and Agents are encouraged to seek accountability partners for further practice.

Company Agent Responsibilities:

- Delivering physical goods (keys, gifts, etc.) to clients. If there are circumstances that prevent you from doing this, discuss with management for other options.
- Stuffing and stamping envelopes and putting them in the post box. Management will help when they are available to expedite the process. You will be given all the letters and envelopes pre-addressed.
- Providing the mailing list and content of letters upon request.
- Posting social media posts, but can request help with design creation.



- Encouraged to submit ideas for Market Update videos but are not required.
- Seeking approval from Company Lead for all email campaigns to the entire database and must submit the contents of the email to the Marketing Manager.
- Permitted to request custom business card designs from the Marketing Manager but are responsible for printing. The MM is happy to give cost-effective suggestions.
- Tracking conversations, appointments, etc. in accountability platform.
- Paying for any marketing materials that fall outside of what is included with talk Realty.

COMPANY PROVIDED LISTING SERVICES

COMPANY-GENERATED LISTING:

- **Photography** - talk Realty will pay for listing photos and video.
- **Virtual Staging** – Included with photography.
- **For Sale Signs** - talk Realty will NOT pay for sign installation.
- **Cleaning** – Agent may elect to pay for property cleaning. talk Realty will NOT reimburse or pay for cleaning.

SELF-GENERATED LISTING:

- **For Sale Signs** – talk Realty can order the sign installation, but the Agent will pay for it or install it themselves. Company Agents can use talk Realty signage if it's available or purchase their own.
- **Photography** - talk Realty will pay for listing photos and videos. Anything beyond a half day shoot for a listing will cost extra.
- **Virtual Staging** - Included with photography.
- **Cleaning** - talk Realty will not pay for cleaning, but Agent may choose too.

***NOTE:** Company Agent is responsible to cover all ancillary costs for self-generated listings if they don't close.

SCHEDULE D

MINIMUM COMMITMENT

talk Realty requires a minimum commitment to the Company of eighteen (18) months. If Company Agent terminates this Agreement before this commitment is fulfilled, the below will take effect:

- Company Agent will reimburse talk Realty a training fee equal to \$5,000 plus \$100 per Company provided lead.
- Any Company generated leads in escrow remain property of talk Realty.
- Any Company generated leads not in process of a transaction remain property of talk Realty and are not to be contacted by Agent after departure from Company (as noted in paragraph 12, section d). If they should contact the Agent, they must be referred back to the Lead Agent.
- In the event the client insists on working with the former Company Agent, a referral fee of 75% of any future commissions generated within 5 years of termination of this agreement will be paid to talk Realty and the Lead Agent.
- Any Company Agent self-generated lead that is not in escrow prior to leaving the Company will remain 100% with Company Agent and no commission will be due to talk Realty.

***NOTE:** Company Agent is responsible for providing an Exclusion List of self-generated leads to Lead Agent upon exit from Company

I agree to perform the duties outlined above with the highest degree of professionalism and integrity, understanding that my actions and behavior reflect on the reputation and business of our office.

Agent:

SIGN_____

DATE_____