

Commission Agreement

This Commission Agreement (this "Agreement") is made effective as of _____, 2024, by and between oNest Real Estate LLC, ("oNest Real Estate®"), of 8280 Willow Oaks Corp Dr. Suite 600, Fairfax, Virginia, 22031 and _____, ("Agent"), of 3706 Cordova Pl, Fairfax, Virginia, 22031.

A. oNest Real Estate® is engaged in the business of Real Estate Brokerage. Agent will primarily perform the job duties at the following location: 8280 Willow Oaks Corp Dr. Suite 600, Fairfax, Virginia or on the site and remotely.

B. oNest Real Estate® desires to have the services of an Agent.

C. Agent is willing to be independently contracted by oNest Real Estate®.

Therefore, the parties agree as follows:

1. EMPLOYMENT. oNest Real Estate® shall employ an Agent as a(n) Real Estate Salesperson. Agent shall provide to oNest Real Estate® the following services:

serves the purpose of facilitating real estate transactions. This includes tasks such as representing buyers or sellers in the sale of property, providing market analysis and advice, negotiating contracts, and ensuring compliance with local real estate laws and regulations. The agent leverages the resources, reputation, and support of the brokerage to provide clients with professional guidance throughout the buying or selling process.

Agent accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of oNest Real Estate® and oNest Real Estate®'s supervisory personnel. Agent shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Agent from time to time by oNest Real Estate®.

2. BEST EFFORTS OF EMPLOYEE. Agent agrees to perform faithfully, industriously, and to the best of Agent's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of oNest Real Estate®. Such duties shall be provided at such place(s) as the needs, business, or opportunities of oNest Real Estate® may require from time to time.

3. COMMISSION PAYMENTS. oNest Real Estate® will make commission payments to the Agent based on **the details provided below**. This commission will be paid within 5 days of the completion of the transaction.

Here's how the commission would work for agents:

1. Self-Generated Leads (80-20 Split):

- *For leads that the agent generates themselves (through their own network, marketing efforts, etc.), the agent receives 80% of the commission, while the brokerage (O'Nest Real Estate) receives 20%.*
- *Example: If a property sells for \$500,000 with a 6% commission, the total commission is \$30,000. Of this, the agent would receive \$24,000 (80% of \$30,000), and the brokerage would receive \$6,000 (20% of \$30,000).*

2. Office-Generated Leads (50-50 Split):

- *For leads generated by the brokerage's efforts (like referrals, office marketing, etc.), the commission is split evenly, with 50% going to the agent and 50% to the brokerage.*
- *Example: Using the same sale price and commission rate as above, for an office-generated lead, both the agent and the brokerage would each receive \$15,000 (50% of \$30,000).*

Accounting. oNest Real Estate® shall maintain records in sufficient detail for purposes of determining the amount of the commission. oNest Real Estate® shall provide to the Agent a written accounting that sets forth the manner in which the commission payments were calculated.

Right to Inspect. Agent, or Agent's agent, shall have the right to inspect oNest Real Estate®'s records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as oNest Real Estate®

may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by oNest Real Estate®.

4. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Agent shall provide oNest Real Estate® with any information, suggestions, and recommendations regarding oNest Real Estate® 's business, of which Agent has knowledge, that will be of benefit to oNest Real Estate®.

5. CONFIDENTIALITY. Agent recognizes that oNest Real Estate® has and will have information regarding the following:

- inventions
- processes
- technical matters
- trade secrets
- copyrights
- customer lists
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of oNest Real Estate®. Agent agrees that Agent will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of oNest Real Estate®. Agent will protect the Information and treat it as strictly confidential. A violation by Agent of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

6. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Agent has disclosed (or has threatened to disclose) Information in violation of this Agreement, oNest Real Estate® shall be entitled to an injunction to restrain Agent from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. oNest Real Estate® shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

7. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of 2 years after the termination of Agent's employment.

8. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Agent shall not have the right to enter into any contracts or commitments for or on behalf of oNest Real Estate® without first obtaining the express written consent of oNest Real Estate®.

9. TERM/TERMINATION. Agent's employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by oNest Real Estate® upon 30 written notice, and by Agent upon 60 written notice. If Agent is in violation of this Agreement, oNest Real Estate® may terminate employment without notice and with compensation to Agent only to the date of such termination. The compensation paid under this Agreement shall be Agent's exclusive remedy.

10. TERMINATION FOR DISABILITY. oNest Real Estate® shall have the option to terminate this Agreement, if Agent becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. oNest Real Estate® shall exercise this option by giving 60 written notice to Agent.

11. COMPLIANCE WITH EMPLOYER'S RULES. Agent agrees to comply with all of the rules and regulations of oNest Real Estate®.

12. RETURN OF PROPERTY. Upon termination of this Agreement, Agent shall promptly deliver to oNest Real Estate® all property which is oNest Real Estate®'s property or related to oNest Real Estate®'s business (including but not limited to keys, records, notes, data, memoranda, models, and equipment) that is in Agent's possession or under Agent's control.

13. NOTICE. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

oNest Real Estate LLC

Anjana Budhathoki

Principal Broker

8280 Willow Oaks Corp Dr. Suite 600

Fairfax, Virginia 22031

Employee:

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision(s) shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision(s) of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

19. SIGNATORIES. This Agreement shall be signed by Anjana Budhathoki, Principal Broker on behalf of oNest Real Estate LLC and by Suresh Sapkota in an individual capacity. This Agreement is effective as of the date first above written.

EMPLOYER:

oNest Real Estate LLC

By: Date:

Anjana Budhathoki
Principal Broker

AGREED TO AND ACCEPTED.

EMPLOYEE:

By: Date:

