



INDEPENDENT CONTRACTOR AGREEMENT ENTERED INTO BETWEEN

**WEALTH FORGE (PTY) Ltd t/a KELLER WILLIAMS EXPLORE REALTY
(Hereinafter called KW Explore Realty or KWE or The Market Centre)**

And

[Name] [Surname]

(Hereinafter referred to as the Associate)

LATEST VERSION: LAST UPDATE Oct 2025

Name:	[Name]
Surname:	[Surname]
Preferred Name:	[Preferred Name]
Email	[Email]
Contact Number	[Contact Number]
ID Number	[ID Number]
Date of Birth	[Date of Birth]
KW Sponsor Name and Surname	[KW Sponsor Name and Surname]
Street Address	[Street Address]
Postal Address	[Postal Address]
Marital Status	[Marital Status]
Date of Marriage	[Date of Marriage]
Spouse Name	[Spouse Name]
Spouse date of Birth	[Spouse date of Birth]
Spouse Contact Number	[Spouse Contact Number]
Emergency Contact Name	[Emergency Contact Name]
Emergency Contact Number	[Emergency Contact Number]
Emergency Contact Relation	[Emergency Contact Relation]
Do you hold a FFC	[Do you hold a FFC]
Year of first FFC	[Year of first FFC]
Qualification Status (FFC)	[Qualification Status (FFC)]
FFC Number	[FFC Number]
To which Company is FFC Linked	[To which Company is FFC Linked]
Bank Account Name	[Bank Account Name]
Bank	[Bank]
Type of Account	[Type of Account]
Branch Code	[Branch Code]
Branch Name	[Branch Name]
Account Number	[Account Number]
Income Tax Number	[Income Tax Number]

The Keller Williams Associate-centric business model is designed to give you maximum freedom to develop your own business totally powered by Keller Williams Realty®.

The KWE Policy, Procedure and Guidelines (PPG) will be available on the Agent toolkit once you have joined; it is mostly based on the KWSA Policy and Procedures and both these policies form part of this contract. Where there is any discrepancy, the PPG will rule. Please study and refer to it continuously. These KW Policies and Guidelines from KWWW and KWSA will be updated from time to time and accepted at a general Team or Associate Leadership Council (ALC) / Core group meeting.

Herewith, the terms of services, upon which we have agreed:

1. ANNIVERSARY DATE

The start date of your appointment is [Start Date]. Your CAP/Anniversary date is [Anniversary Date]

2. MARKET CENTRE OF OPERATION

You will be operating under the KWE Market Centre (MC) situated at Glen Eagles, Block 3, Fourways Golf Park, Roos Street, Fourways.

3. AREA OF OPERATION

Although there are no specific area restrictions and you are free to list and sell anywhere and conduct your Real Estate Business throughout South Africa within the rules of KWSA, it is advisable that every Associate should have a specific farming area of about 1000 households to focus on. This area is not exclusively owned or reserved for anyone. Your choice of farming area is [Main Farming Area].

4. DUTIES, RESPONSIBILITIES AND POLICIES OF PARTIES

The Company:

- 4.1 As an associate operating under the KWE Market Center, we are obliged to deduct PAYE (pay as you earn) from your commissions. The deductions will be at a statutory rate of 25% unless you provide us with a valid and current tax directive from the South African Revenue Services. Best practice is to annually apply for a tax directive. Details to be obtained from the MCA (Market Centre Administrator)

Associate Initials: [Associate Initials]

- 4.2 This Agreement may be terminated by the Associate or the company, for breach of any provisions of this Agreement or otherwise failure to conduct your business in accordance with the terms of this Agreement as in clause 11.2 stipulated.

The Associate will:

- 4.3 Be in compliance with all lawful instructions given from time to time by the management and leadership of KWE and the Property Practitioner's Act (or PPRA) is required.
- 4.4 Devote all of their time and attention during normal business hours, and such additional time and attention as the Company may require; in order to build a successful business within the KWE MC
- 4.5 Use his/her best endeavours to successfully operate, promote and extend the name, reputation and business of the Company
- 4.6 Submit to the Company such information that may be required by the Property Practitioner's Act (or PPRA) and/or the Company as the case may be in regard to the performance of duties under this agreement;
- 4.7 Complete and keep any such records and returns as the Company may request;
- 4.8 Keep confidential, at all times, any information relating to the Company's and/or its market or business center's dealings, including the dealings of its associates, its business, secrets, finances,

policies, selling skills, recruitment techniques, policies, and any other aspect of its operations, which may be acquired during the course of this contract, that is not available in the public domain. Given the sensitive and valuable nature of the Company's confidential information, it is expressly understood and agreed that any breach of this provision, once established, shall be grounds for summary dismissal.

- 4.9 Work within the framework of the Company's policies,
- 4.10 Comply with the provisions of any Acts, Laws, regulations or by-laws applicable to functions under this independent contract; and hereby indemnifies the Company against any claims made against it/him, or penalties imposed on it/him, as a result of a breach of any such legislation;
- 4.11 Successfully complete all training requirements as set out by the Property Practitioner's Act (or PPRA) - Logbook to be finished within 15 months and to qualify for an NQF 4, within a 2-year period. The Associate understands and agrees that he/she will be liable for the costs of the NQF4 qualification and pre-examination course if any. This is part of the legacy platform and applicable to agents that have their FFC before 1 Jun 2024.
- 4.12 Successfully complete all training requirements as set out by the Property Practitioner's Act (or PPRA) - QTCO Course to be completed within 6 months of registering for the FFC. The Associate understands and agrees that he/she will be liable for the costs of the QTCO qualification and pre-examination course if any.
- 4.13 Be a member of the Institute of Estate Agents of South Africa, and participate in Institute activities;
- 4.14 At all times hold a valid Fidelity Fund Certificate with the PPRA / Property Practitioner's Act at all times. NO commission will be paid if the Associate does not have a valid FFC at time of dealing with the client.

Associate Initials: [Associate Initials]

- 4.15 Promote to the best of his/her ability the preferred business associates and business partners, such as preferred transferring attorneys, mortgage bond originators, and others. The Associate shall be obligated to promote preferred business partners and it is expressly understood and agreed that failure to promote such preferred business partners will constitute a material breach of this agreement and may result in penalties paid. Any agreements with preferred business associates and business partners might change from time to time as decided and agreed upon by the Company's management and you will be advised of such changes in writing. Should you want to recommend any preferred partner a written motivation can be submitted to the OP for consideration.
- 4.16 Until Associate has acquired his/her NQF4 qualification as prescribed by the Property Practitioner's Act (or PPRA) the Associate will act as an Intern and will undertake to:
- a) Add to all written correspondence as an Associate (except for advertisement in the media) that he/she is an Intern Associate;
 - b) Work under the guidance of a full status Associate, Productivity Coach and/or Team Leader;
 - c) Not work under the pretense of being fully qualified;
 - d) Ensure that all documentation is co-signed and verified as correct by a full status Associate.
- 4.17 Accept responsibility to comply with the City Council regulations for signboards. Any related penalties and/or fines are for the Associate's own cost.
- 4.18 Not be entitled to work, during or outside normal working hours, for any other employer, or conduct his/her own business, unless the nature and extent of his/her involvement has been revealed, in writing, to the KWE Market Centre, and the written consent of the management of KWE, has been obtained.

- 4.19 Not partake in any other business interests (cc, company etc.) which is, directly or indirectly, in competition with KW Explore Realty. The Associates involvement in any business may not in any way whatsoever detrimentally affect the Associate's work or his/her working relationship with the KWE Market Center.
- 4.20 Acknowledge he/she has obtained knowledge of confidential matters, trade secrets, techniques, accounting procedures and other methods developed by Keller Williams Realty. You agree to take all necessary steps at your own expense, to protect such confidential information through proper and current antivirus programmes installed on all devices and you will not divulge the same, either during or upon termination of this Agreement. You acknowledge Keller Williams Realty® has the exclusive right to its real estate system, its method of operation, including but not limited to trademarks, trade names, copyrights, designs, slogans, logos, names, or other advertising copy.
- 4.21 Agree to return all signs, cards, stationery and other Keller Williams Realty material upon termination or expiration of this Agreement, as appropriate / if applicable. No refunds will be given.
- 4.22 Practice responsible timekeeping. Culture is to be on time, every time.
- 4.23 Respect the interdependent Keller Williams model. All costs of running a real estate business not included in the joining fee e.g., business cards; boards, printing, training manuals, phone calls etc. will be for the cost of the Associate. Every month you will receive via email an invoice of your Business Operations Cost which needs to be paid monthly. Once fees are not paid more than 2 months, the market centre will de-register the account and the account will be handed over for collection. If an associate would need the account to be made active again the reactivation costs will be charged and may take 10 to 20 days re-activation. Accounts not paid on collection will revert to client being blacklisted on their credit bureau.
- 4.24 Attend Onboarding and all required, foundational training courses required from time to time. Ignite should be attended until Capping.
- 4.25 Direct all bonds to our in-house Bond Consultant immediately after signature. It is expected that the OTP should reach your MCA and Bond consultant within 24h of acceptance. No exceptions will be tolerated.
- 4.26 Conclude all sales and rentals through the company as per policies and procedures. Any sales or rentals done privately will be a reason for dismissal without any benefits. You will also be reported to the Property Practitioner's Act (or PPRA) for misconduct. Your FFC will be revoked permanently, and you may be criminally charged.
- 4.27 Indemnify the company against any claims that may arise from any and/all conduct and actions of the Associate. Any misrepresentation, misuse or abuse of the system, tools and models of the KW Explore Business, whether in sales or rentals, shall solely be the responsibility of the Associate to resolve, within the ambit of the code of conduct of the PPRA, and the Rental Housing Act.
- 4.28 Supply Keller Williams Explore with a certified copy of their ID upon signing the contract; if Associate is not a South African citizen, a certified copy of a valid work permit as well as a passport must be supplied.

Kindly indicate if you are (a) An asylum seeker or (b) a refugee.

I am a South African Citizen: [I am a South African Citizen:]

If NO was circled:

I do have a valid work permit: [I do have a valid work permit]

Expiry date: [Expiry Date]

I am An Asylum Seeker/ A refugee: [I am An Asylum Seeker/ A refugee]

- 4.29 Will at all times be in possession of a valid work permit. Associate will be deregistered if not in position of a valid work permit in terms of South African law. It is the responsibility of the Associate to provide the MCA with a valid work permit.
- 4.30 Supply Keller Williams Explore with proof of banking details upon signing the contract. It can be your latest bank statement or a letter from the bank confirming banking details. It remains the responsibility of the client to keep the MCA updated of any changes by providing new banking details latest bank statement or a letter from the bank.
- 4.31 Supply Keller Williams with a letter from SARS confirming his/her Income Tax number upon signing the contract. If you are a provisional Tax payer we do require a letter from SARS or Accountant to state the same in each financial year.

Inside the Market Centre:

- 4.32 Your monthly Business Operation Cost (BOC) includes a hot desk anywhere in the market Centre. All areas are available with the exception of:
- a) The boardroom which may be booked with the DFI in advance.
 - b) Rented offices.
 - c) Rented preferred desks.
 - d) The training room whilst training is in operation.
- 4.33 It is expected that all buyer's leads must be followed up within 24 hours. The AMCA will run a lead management system, and buyers not followed up within 24 hours, or not continuously being worked on will be assigned to another agent by the applicable Productivity Coach.
- 4.34 All referrals must be given through the Command platform for proper control and follow-up. This ensures that you will receive your applicable referral commission.
- 4.35 You specifically agree to comply with POPIA security on your own laptop or PC by ensuring that all files are encrypted, no passwords are saved and that you at all times have a valid, paid up and proper antivirus to protect your data. You agree to do everything in your capability to comply with POPIA in all aspects, any claims against you or against the company as a result of your actions, will be for your account.

I fully understand and accept clause 4:

Associate Initials: [Associate Initials]

5. LEARNING BASED CULTURE (TRAINING)

"Keller Williams is a training institution that happens to specialise in Real Estate"- Gary Keller.

- 5.1 All training courses are deemed to assist in growing your business. If an Associate cannot attend in person, some courses will be available on Google Hangouts. Videos and manuals may also be available on google drive or KW connect. All Associates will receive calendar invites in advance for all training, meetings and events and will also have access to the training calendar on Google Drive as well as your Google Calendar.

NB. Please respond, accept or decline your invitations to events. Limited space for some training courses apply, failure to RSVP may result in missing an important event/training. If RSVP yes in attendance yet no physical attendance may result in being charged for expenses incurred.

- 5.1.1 Onboarding, Ignite, Growth Share and 6 Personal Perspectives, are foundational courses and as such we strongly recommend that each new associate attends them at the first available opportunity to streamline your business the Keller Williams way.

- 5.1.2 Most training courses are free but the training material of any such courses or specific specialised courses and lunches, if any, will be for the cost of the Associate.
- 5.1.3 It is expected of each associate to attend the monthly Team Meetings as indicated on communication platforms. However, should you miss a meeting for whatsoever reason, the onus is on the Associate to familiarise himself/herself with the minutes and decisions taken. All documented minutes or recordings will form part of the KWE Policy, Procedure & Guidelines. This is subject to change without notice but will be communicated in accordance.
- 5.1.4 It is culture to show up on time, every-time. Please refrain from arriving late for training and meetings. As a courtesy to other attendees, no entrance will be permitted after the session starts.
- 5.2 The Associate agrees to frequently attend Mega Camp and Family Reunion Events in South Africa and if possible, the United States of America (USA).

I fully understand and accept clause 5:

Associate Initials: [Associate Initials]

6. BUSINESS MODELS and JOINING OPTIONS

Please study the criteria of all these models in-depth, as this not only determines the amount of commission payout but also the level of support on every transaction.

There are different sales divisions within which you have the ability to earn an income, including but not limited to Residential Sales, Commercial Sales, Industrial Sales, Residential Development Sales and Agricultural Land/Farms/Small Holdings. Your applicable split will be applied across all sales divisions.

Information applicable for all sales:

6.1 Deductions from commissions before payment to Associate

- a) VAT (15%), (Unless you have a Company Registered for VAT- We require Vat Invoice)
- b) Royalties (6%) and Growth share (2%),
- c) Company portion
- d) Productivity Coach (PC) fees if applicable
- e) Any referrals
- f) PAYE (Depending on Tax Directive or Provisional Tax Payer Status)
- g) Outstanding BOC
- h) PPRA Fees if not having a Valid FFC
- i) Any amount in conformity with legal requirements,
- j) Any other legal deductions that may become necessary within the Republic of South Africa or prescribed by KWSA.
- k) Should the Associate terminate his/her services with KW Explore Market Centre, prior to registration of any deals, a 10% Admin fee will be levied on all the Associate's unregistered deals.

6.2 Commission payment will be processed on the date of receipt and process time can take but is not limited to 72 hours.

6.3 Before any commission payout can be paid out, ensure the following:

- a) Your FFC is on file for the current year with the Admin office.
- b) Accepted commission sheets and invoices where applicable sent to the MCA.
- c) Commission sheets need to be approved by agents before any commissions can or will be paid out.

6.4 The CAP is the maximum amount any Interdependent Associate contributes to the Market Centre on his/her sales commission.

- a) The CAP for all sales commissions earned is R140,000 per 12-month anniversary cycle.
- b) An associate that has paid his/her full CAP will be called a CAPPER and the commission he earns will be referred to as 92%
- c) After Capping the Associate pays a transaction fee of 0.1% of the Purchase price for all sales as Administration fee.
- d) The CAP will be reviewed yearly. Should it change, it will come into effect on the anniversary date of each Associate.
- e) Once agent leaves KW the Cap will revert back to 70/30 split, the Cap is a benefit only to KW agents
- f) No CAP on any other commission split agreements will be permitted.

6.5 Tools of the trade

- a) All business building associates shall be responsible to purchase their own For Sale Boards, On Show Boards, Car Magnets as soon as possible.
- b) All associates shall be responsible to supply their profile picture (Business Smart - Red, Black, White & Grey) to the DFI as soon as possible to be used on social media.

6.6 Our recommended commission is 7.5% excluding VAT on second hand residential sales. Commission on Commercial Sales, Industrial Sales, Residential Development Sales and Agricultural Land/Farms/Small Holdings are negotiated for every deal and can range from 4-10%

Business Building Associate Options:

70 | 30

- a) Experienced Intern that did more than 10 registered deals, completed logbook and is enrolled in NQF4, carries 15 active listings.
- b) Full Status Agent.
- c) Caps at R140,000.00
- d) Monthly BOC is paid as required.
- e) Optional Productivity Coaching but Rookie and Intern is compulsory. It is highly recommended that all experienced/qualified full status associates join the Coaching Program for at least 2-3 months to ensure smooth transitioning for maximum productivity.
- f) Only Full Status Agents can act as an independent company "in association with KW Explore".

Teams:

To qualify for a team, the Lead Agent

- a) Must get written permission from the OP to start a team.
- b) Should Be a Capper and Full Status Agent.
- c) Lead agent contributes a full CAP.
- d) All additional agents contribute a Half CAP, with up to 7 Agents having a Capped Cap of R280 000 and only R50 000 contribution for team member thereafter.
- e) Maximum size of a team is 20 agents.
- f) Each team member signs a Market Centre contract before they sign a team contract.
- g) Each agent pays a BOC of R1300
- h) Admin staff pays an applicable fee of R900.
- i) The CAP can only drop yearly on the anniversary date of the Team.
- j) Although the team must cap before any deal will be seen as CAPPED from the Market Centre's perspective, the lead agent can institute any Capping rules inside the team.
- k) A team can design a specific team logo and brand their team as such. The KW Explore logo is required to be displayed in all branding at a minimum 15% of the design.

- l) The team name and company formed must be approved by the OP and the Auditor.
- m) Only Full Status Agents can act as an independent company “in association with KW Explore”.

PLEASE NOTE: When you are on the Business Building track, you are expected to meet the minimum production and culture standards of the Market Centre.

Defaulting:

- Outstanding BOC for more than 60 days.
- Non-production for more than 90 days - that means no listings and no sales.
- Should you not meet the standards, your contract will be reviewed.
 - ◆ 3 Listings per month
 - ◆ 200 Contacts added per month to Command
 - ◆ 3 Hours per day purposeful lead generation
 - ◆ Attend Monthly sales meeting
 - ◆ Attend all training presented by the MC

There will be no refund on any joining or other costs paid when you are moved down as a result of non-performance.

6.7 Disappearing CAP

The Disappearing Cap is a growth tool to recruit cappers by giving a percentage discount to the cap of the recruiting Associate. For each capper that an Associate has recruited, he/she benefits from a 25% cap discount when the Associate caps; and for every half capper the associate receives a 10% cap discount once the individual caps. The Associate will get a reduction in his CAP once the recruit has capped.

I fully understand and accept the information for all sales divisions above:

Associate Initials: [Associate Initials]

6.8 Information with regards to Rentals:

KW Explore allows for the listing and procurement of rental properties, all management of rental property will be done by the Rental Manager and admin team with the agent having their own responsibilities. The commission will be on a 60/40 split, all rental will count towards agents Cap. Cap does not apply on Rental commissions earned. Please refer to the rentals Policies and Procedures.

A. Managed Rentals:

You will receive a 10% commission of the monthly management fee charged to grow a passive income from your managed rentals completed by the 15th of each month.

B. Procurement Rentals

To earn the procurement commission, all documents and procedures must be completed and adhered to as required by the Rental Manager. You need to attend regular rental training.

Rental commission will be paid out within 72 hours after the completion of the Red Rabbit inspection signoff by both clients.

Royalties and growth share will be deducted from all procurement commissions. Please note that there are minimum percentage commissions applicable.

All renewals to be concluded by the agent and renewals will be conducted on a 50/50 basis with the agent.

I fully understand and accept clause 6.9 regarding rental procedure:

Associate Initials: [Associate Initials]

7 GROWTH SHARE

- a) Growth Share cannot be changed once sponsorship has been appointed.
- b) Growth Share becomes vested after 7 years and 1 day service
- c) If not vested or move to competitor the agent will forfeit all Growth Share money as it is a benefit for KW agents.
- d) Associates & Employees can assure a stable income with little effort long term.

8. BUSINESS OPERATIONAL COST

- 8.1 The Market Center runs on a cash basis of pay as you go.
- 8.2 Up to date Agents Fees (BOC) are not negotiable. The requirement is to pay your bills on time, every time.
- 8.3 Agent Fees are billed 1 month in advance. You will be billed for the monthly fixed and variable expenses. Consumables are billed in arrears.
- 8.4 The Associate will pay a monthly Business Operational Cost (BOC) of R1,300.00 Inc VAT per month. Variable costs like printing will be added.
- 8.5 A full breakdown of printing & training material and other costs are available from your MCA.
- 8.6 Your invoice and statement will be issued electronically by the 15th of the month, and the full amount is due to reflect in our business account no later than midnight on the 7th of the following month.
- 8.7 Failure to do so will result in de-registration if you have no pipeline of secured deals or bridging for 3 months to be done should you have a secured pipeline - interest and costs for your account. Bridging takes 5-7 working days to be processed, and is not seen as best practice.
- 8.8 In the event that you do not pay all of your financial obligations imposed by the terms of this Agreement and as reflected by your monthly statement as received by the accountant, Keller Williams Explore Realty may, and is hereby authorised to deduct any part or all of such fees and expenses from commissions payable to you or if you have a transaction where all suspensive conditions have been fulfilled you hereby give the company authority to advance on your commission for the full outstanding amount plus three months in advance; the interest thereof will be for the associate's own account.
- 8.9 Reconnection fees including vat will be for your own account, this process may take between 10 to 20 days to reinstate.
- 8.10 The fees are subject to change; all changes will be communicated in writing one month in advance.
- 8.11 Any accounts not paid will be handed over for collection. The process may result in client being blacklisted with credit bureau with additional charges.

I fully understand and accept clause 8:

Associate Initials: [Associate Initials]

9. LIABILITIES AND INDEMNIFICATION

You agree that Keller Williams Realty® International, Keller Williams Realty® or Keller Williams Explore Realty Market Center is not responsible for any expenses incurred by yourself and that you have no authority to bind Keller Williams Realty® International, Keller Williams Realty® or Explore Properties Market Center in any way. You agree to indemnify Keller Williams Realty® International, Keller Williams® Southern Africa and Keller Williams Explore Realty Market Center, their directors and Associates from any costs, attorney's fees or liability of any nature arising from or incidental to your activities. Although normal safety measures and procedures are taken at the workplace, you agree to indemnify Keller Williams Realty® International, Keller Williams® Southern Africa and Keller Williams Explore Realty Market Center, their directors and Associates from any personal loss or injury suffered at the Keller Williams Explore Realty Market Center, or whilst performing any business activity of any nature at any location. No compensation for damage or loss sustained will be claimed from Keller Williams Explore Realty Market Center or its associates under any circumstances.

10. NON-COMPLIANCE OF MARKET CENTER BRANDING AND REMEDY

10.1 The MCA (and in their absence the DFI) must approve all marketing in writing.

10.2 The Associate hereby agrees to adhere to KWSA and KWE branding guidelines which will include, but not be limited to, For Sale Boards, Flyers, Business Cards, Name Badges. Should the Associate deviate from this policy, any such material may be confiscated, destroyed, and replaced with the correct material at the cost of the Associate.

11. TERMINATION OF AGREEMENT WITH KWE

- 11.1 In the unlikely event that an associate wishes to cancel their agreement with KWE, an Exit form and exit interview must be arranged with the TL, OP or MCA. All the necessary documentation needs to be completed before the 15th of the current month. Failure to do so will result in paying another months BOC.
- 11.2 Except where specifically otherwise agreed to, or where other contractual obligations apply, this agreement may be terminated at either party's discretion upon 3 (three) days written notice.
- 11.3 Nothing contained herein shall restrict the right of either party to terminate this contract without notice for any cause recognised in law.
- 11.4 In the event that KWE chooses to terminate your contract a letter from the MCA will be sent to you, if there is no response within two days (or depending on the situation) that letter will be used for de-registration.
- 11.5 For the avoidance of doubt, this agreement and your services (and the independent contractor/ services relationship embodied herein) may, after due compliance with the Labour Relations Act 66 of 1995, as amended ("LRA"), and if applicable, be terminated summarily without notice, by the Company if you:
- a) Commit a material breach of any of your obligations under this agreement, especially expressly related to the Disclosure of confidential information;
 - b) Are guilty of any serious misconduct with serious deliberate neglect;
 - c) Disqualified whether provisionally and/or finally and that causes you to lose your FFC;
 - d) Effect or attempt to effect the compromise of your clients;
 - e) Are guilty of any other conduct justified in termination of common law.
- 11.6 In the event that the Associate moves outside KW, it is important to note that
- a) Growth Share becomes vested only after 7 years and 1 day; it remains the responsibility of the associate to stay in contact with the Market Center in order to receive payments.

- b) The associate will also be responsible to pay the annual renewal fee to KWSA in order to receive Growth Share.
- c) All Growth Share will be forfeited if the agent joins a competitor as it is a benefit only to KW Agents except if you vested with KW before 1 April 2020.
- d) The Associate hereby acknowledges that capping and bond commission are bonuses only earned on registered deals whilst in the service of the company. In the unlikely event of the associate terminating his/her services with KWSA all commission income on unregistered deals will revert back to the applicable associate commission split (70/30). All accumulated and unpaid bond commission will also be forfeited.

11.7 If at any time, any associate wishing to move/transfer to another KW Market Centre, the Associate will have to settle any and all outstanding fees in full before any transfer documents or exit interviews will be signed off by the OP.

I fully understand and accept clause 11:

Associate Initials: [Associate Initials]

12. NOTIFICATION OF CHANGES IN PERSONAL STATUS

You will be required to, within 14 days after any of the following changes, inform the Company in writing thereof:

- A change of residential address;
- A change in banking arrangements;
- A change in your contact number;
- Any other changes in your personal status, which may be of concern to the Receiver of Revenue.

Should either party serve any notice on the other, this shall be delivered to the address hereunder and such address shall be accepted as the address "*domicilium citandi et executandi*" (This refers to the address for delivery for legal notices) for all legal intents and purposes concerning this contract. Email delivery receipt notification will also be acceptable.

As a residing address, Keller Williams Explore Realty Market Center chooses:

Glen Eagles, Block 3

Fourways Golf Park

32 Roos Street, Fourways.

As residing address, the Associate chooses:

[Street Address]

It is the responsibility of the Associate and the Associate agrees to at all times notify Keller Williams, in writing, of any change in his/her "*domicilium citandi et executandi*". Any notice given in terms of this agreement shall be in writing.

Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from another including by way of email shall be adequate written notice or communication to such a party.

13. ASSOCIATE CONDUCT

- 13.1 The associate will honour the MVBVP (Mission, Vision, Value, Belief, Perspective) of Keller Williams at all times and in all dealings with the public or associates. At KWE we have zero tolerance for any gossip, drama or seed-planting. Any misconduct in this regard may lead to de-registration.
- 13.2 The Company's written as well as implied rules, standards, policies and procedures in respect of conduct, behaviour and performance shall accordingly apply.
- 13.3 You will be required therefore, to attend to your duties diligently, in the best interest of the Company and in a manner that will not discredit or compromise the Company whatsoever.
- 13.4 You also undertake to comply with all reasonable instructions of the Company.
- 13.5 In the case of long-term absence, inclusive of medical reasons, you should notify the Company of this as soon as reasonably possible.
- 13.6 Dress code when in the Market Centre is at all times Smart casual or business, no provocative or casual clothing like t-shirts, torn jeans, tracksuits or slops will be allowed.
- 13.7 No alcohol to be used during working hours. Any abuse of alcohol during business events will be a dismissable offence.
- 13.8 Our business language in the Market Centre is English.

I fully understand and accept clause 13:

Associate Initials: [Associate Initials]

14. DIVULGING OF CONFIDENTIAL INFORMATION

- 14.1 "Confidential Information" for the purpose of this agreement shall mean confidential information of the Company generally relating to the business dealings of the Company including, without limiting the generality of the aforesaid, all related secret knowledge, technical information and specifications, intellectual property, systems, processes, electronic artwork, assignments, know-how, information concerning materials, marketing and business information generally, including specifically detail about the performance of associates, and other related materials of whatever description in which the Company has an interest in it being kept confidential; "Confidential Information" specifically refers to the Contracts signed by the Company, the Company's know-how and intellectual property, recruitment strategies and the terms of employment of all employees of the Company.
- 14.2 You agree that you will not, neither during your services nor after the termination thereof, without the prior express written consent of the Company, divulge, reveal, publish or otherwise communicate to any person, firm or company (other than to an officer or employee of the Company who should know) any of the confidential information, trade secrets, operations, processes, formulae or methods of the Company and/or its associate companies, which have come, or which may come to your knowledge during your services, or before, and any and all information of a confidential nature concerning the business of the Company or its controlling, subsidiary and associated companies and the sources from which it obtains its material.

14.3 You expressly agree to respect the confidentiality of such information and will use your best endeavours to prevent the disclosure or publication (other than as aforesaid) of any of the writings made by you relative to the business of the Company and/or controlling subsidiary or associated companies.

14.4 You may not, during or after your period of service with the Company, divulge any information relating to the affairs, finances or matters pertaining to the Company, to any person in or outside the Company, unless you are required to do in the execution of your duties, or with the prior approval of the Company.

14.5 All matters concerning salary, bonus, allowances, leave, pension and medical aid contributions and any other personal matter are to be regarded as strictly confidential and may under no circumstances be disclosed to others.

15. CONTACT WITH PRESS MEDIA OR INTERACTION ON SOCIAL MEDIA

Only the members of the Executive Committee or Directors designated by them may disclose any information regarding the Company or its associates to the press and/or media and or social media (i.e. business activities, other employees, etc.) All conduct and communication on all media and social media, including WhatsApp should portray a professional image.

16. LOSS OF PRIVATE PROPERTY

The Company accepts no liability for damage or loss due to theft, fire, accidents or any other cause whatsoever of your private property on the Company's premises or from company vehicles.

17. STANDARD PRACTICE, INSTRUCTION, CIRCULARS, POLICIES AND PROCEDURES

Associates must acquaint themselves fully with all Standard Practice, Instructions and Guidelines constituted in Instructions and Circulars issued by the Company from time to time. Information in this respect can be obtained from the respective management teams.

18. AMENDMENT

18.1 The Company reserves the right to at any time amend the foregoing Conditions of contract and such amendment will be made known to you and implemented.

18.2 This agreement and the documents referred to herein as well as all official minutes/recordings of Sales meetings contain the entire agreement between the parties and neither party shall be bound by any undertaking, representations or warranties not recorded therein. No agreement varying, adding too, deleting from or canceling the agreement shall be effective unless reduced to writing and signed by or on behalf of the parties and without prior discussion with the Leadership.

19. BENCHMARKING AND STANDARDS

- a) The associate is an independent contractor with no employee benefits like leave, salary, overtime etc.
- b) The associate is allowed to build a business inside the KW Business and to work and do whatever is required to achieve personal success. To start a team beyond level 3 within the market centre the Associate must be a full status Associate with a proven track record (Capper).
- c) Although every associate is a Business Owner and will set their own goals and targets, take note of the minimum standards for KW Explore. You acknowledge that failure to comply may result in you being deregistered from myEdge. All costs to be reconnected for your own account. See commission splits addendum for layout.
- d) No expectation of employment is created by this agreement or by the associate's services with the company. The associate agrees and certifies that the associate is not entitled to in fact or law, nor does the associate have any expectation of employment with the company.
- e) No employer/employee relationship of any nature whatsoever is created by the terms of this agreement, or by the associates's services rendered to the company in terms of this agreement.

20. CONSENT IN TERMS OF POPIA

The associate hereby authorises the Company's Human Resource Department and authorised Management team to use, review, and process any personal information provided to the company in the course of his/her engagement with the company as well as any information that he/she has provided in support this agreement. The associate understands his/her right to privacy and the right to have his/her personal information processed in accordance with the conditions for the lawful processing of personal information and hereby gives his/her consent to the Company to collect, process, and distribute relevant personal information where the Company is legally required to do so. The associate hereby consents that he/she understands that third party providers such as Funds, Insurance Suppliers, etc. have access to his/her personal information and hereby consents to the Company sharing his/her personal information strictly for the administration of these funds.

21. AGREEMENT

We welcome you to the Company and we trust that your association with us will be long and fruitful, as well as mutually beneficial. As an indication of your acceptance of the position as well as the conditions contained herein, you also hereby agree that you have received, read and commit to all conditions and guidelines in the KWE Policy, Procedure and Guidelines, documented minutes, addendums and agreements.

PLEASE NOTE: In the event of any of the foregoing clauses not being clear to you or aspects thereof not being acceptable, this should immediately be taken up with your Team Leader. Please sign this agreement and return to your MCA

I, [Name] [Surname], being of sound mind, do hereby acknowledge understanding and acceptance of the above-mentioned conditions.

This duly signed at [Place Signed] on this [Signed Date]

[Associate Signature]

Associate

Witness

Team Leader: Dawie Du Toit

Date: [Signed Date]

Operating Partner: Shawn Armer

Date: [Signed Date]