



**eXp Realty of Canada, Inc.
Policies, & Procedures
Handbook**

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eXp REALTY CORE VALUES

eXp Realty is a global community designed and powered by our agents and partners, transforming the real estate experience. At the heart of eXp Realty lies our core values. Created together with agents and staff, our nine core values are beliefs that support our vision and shape our culture — both professionally and personally. We use these core values every day to stay aligned.



GENERAL COMPANY POLICIES AND PROCEDURES

It is the policy of eXp Realty to participate in real estate activity only when it is legal, honest, and fair. In pursuit of compensation for ourselves, we will never ignore the benefit of those we represent.

Additionally, we will never ignore the reflection of how our behaviors will impact our real estate community. Therefore, we will conduct our business in a manner to follow all the laws and rules of our profession. We pledge to exercise the highest standard of ethics, honesty, fairness, and professionalism in all our real estate activities.

We ask all our Independent Contractors to follow these policies and procedures in addition to the rules and regulations established by all provincial and federal laws, Real Estate Council/Commission/Regulator and Real Estate Boards, professional organizations and our independent contractor agreement.

ADVERTISING

Independent Contractors MUST use their legal name and/or their approved Real Estate Council/Commission name as it appears on their real estate license in all advertising, on contracts and on real estate correspondence.

In all cases, the Independent Contractor must follow the practices outlined by their provincial Real Estate Council and Real Estate Board, with regards to all advertising rules and regulations.

Your business address is the office or branch office of eXp Realty, your license is attached to. If you are using a business address, it must be this one.

All business correspondence related to transactions must be sent to this address, not to the Independent Contractor's home. No personal mail may come to the office. Any mail coming to the office will be considered official business and subject to being opened by the broker or admin team.

Independent Contractors must have their brokerage name on all advertising, marketing materials, promotions, and correspondence in any form - no exceptions. If the brokerage address is NOT required, the brokerage name must be prominently placed and large enough to read easily. At eXp Realty, we do spend time reviewing your advertising so do not hesitate to run your ideas past your PAB/APAB. We are always here to support you.



LISTING AND PROPERTY RELATED ADVERTISING:

Print Advertising

- All print (magazine/newspapers etc.) non-changing advertising must be reviewed and approved by your PAB/APAB in advance of publication and must be subsequently uploaded into the property file in your Skyslope, for Quebec in to Ez Max
- Independent Contractors are responsible for ensuring that all ads are compliant with provincial, local and federal legal requirements as well as with the rules of your provincial Real Estate Council/Commission, Real Estate Regulators and your Real Estate Boards.
- Provincial PAB's may, at their discretion, require that online advertising be reviewed and approved in advance of publication. Immediately after placing an ad online, the Contractor will put a copy of the ad in the appropriate listing or property file in their Skyslope or Ez Max.

General (non-property-related) Advertising

- eXp Realty's Independent Contractors may, from time to time, desire to run general advertising campaigns in an effort to attract talent to their organization or team. eXp Realty reserves the right to require any agent or broker to provide a copy of a proposed ad for company review prior to publication. eXp Realty also reserves the right to compel any agent or broker to remove an advertisement if the company determines, in its sole discretion, that an **advertisement is false, misleading, in poor taste, or reflects poorly on the company, its contractors, or staff.**
- Any general advertisement must contain the following disclaimer:

“The statements and opinions contained in this advertisement are solely those of the individual author and do not necessarily reflect the positions or opinions of eXp Realty or it's subsidiaries or affiliates (the “Company”). The Company does not assume any responsibility for, nor does it warrant the accuracy, completeness or quality of the information provided.”

ADDRESS CHANGES

Immediately notify your PAB (Provincial Administrative Broker), admin staff, your local real estate board, and your Real Estate Council/Commission of any changes in your address, phone numbers and third-party email address that are on file with the company. Your address must also be changed in Enterprise.



AGENT ATTRACTION

- Independent Contractors are encouraged to use their relationships to help other agents learn about what eXp Realty has to offer and through these relationships, build their Revenue Share.
- All Independent Contractors are expected to learn the eXp Pledge prior to beginning to build their Revenue Share.
- Email spamming is not an accepted method of attracting agents and will never be tolerated and is in violation of the Canadian Anti-Spam Legislation (CASL). If this is happening, please bring it up to your PAB or email cdncompliance@exprealty.net.
- Attractors are expected to become proficient at doing the “eXp Realty Explained Presentation” and look professional when delivering your presentation.
- Only use the latest eXp Realty explained presentation. This has been designed to keep you safe from creating earnings claims and other legal pitfalls. Do not add extra pages unless they are approved.
- When agent attracting in any market area, Agent Attractors should understand the local rules and regulations. This includes provinces other than your own and other countries.
- When making non-transactional calls for the purpose of attraction you must check their phone number against our DNCL. If they ask you to NOT call them you must add their name to our company DNCL. Do not share the company DNCL with anyone.
- The Agent Attractor must establish a meaningful relationship with prospective agents, such that the agent will feel comfortable calling them with general questions. The agent must feel that you will support them in their growth.
- The agent may have been contacted by others as well, either before or after you made contact with them. It is up to the agent to determine who they want to name as their sponsor. It is expected that the sponsor and agent will be in continued active dialogue throughout the process. Ultimately, it is the agent who chooses their sponsor. Once made, selection of a sponsor cannot be changed.
- If you are aware that someone from eXp Realty is already speaking with an agent, it is important that you do the right thing and encourage them to go back to the other eXp Realty agent.
- Potential agents are to be treated in a professional manner at all times and



not berated or questioned for not choosing you as their sponsor. In all cases, taking the high road when it comes to building your Revenue Share will always be your best course of action.

- eXp Realty Independent Contractors cannot abandon an agent and still expect the agent to choose them as a sponsor.
- You are welcome to bring your Broker into the conversation with potential agents, at the point in time where an agent has indicated a significant interest in joining eXp Realty. At no time will Brokers allow these agents to choose them as their sponsor. Unless it has been disclosed to the eXp Realty agent prior to the Broker meeting that the Broker has also been working with the potential agent, the Broker will only meet with both the potential sponsor and the potential eXp Realty agent together.
- While rare, the PAB may elect to not approve an agent who he/she believes is not a fit for eXp Realty. This may be based on the history of the agent or previous work experience in an area where we do not have the capacity to supervise.

CONTRACTOR'S RECRUITING AND ATTRACTION WEBSITES AND VIDEO

For purposes of this policy, a “website” includes a webpage or web pages accessible via an Internet URL or a designated page on a social media site (e.g. a Facebook page). Except for URLs owned by eXp Realty contractors (which redirect the user to eXp Realty’s official agent attraction website located at join.exprealty.com or such other URL that eXp may designate from time to time), the following:

1. eXp Realty Independent Contractors who wish to use a personal website primarily intended for agent recruiting/attraction purposes shall notify and obtain approval from eXp Realty at CDNCompliance@exprealty.com for such website use prior to the website being generally accessible via the Internet.
2. eXp Realty reserves the right to limit the use of any personal website to the extent eXp Realty determines in its sole discretion that the website either does not contain accurate information about eXp Realty or does not accurately represent eXp Realty’s desired image or brand.
3. eXp Realty Independent Contractors may not publish via the Internet (e.g. websites, Facebook, LinkedIn, YouTube, etc.) or distribute via other means any recorded video content that is



primarily intended for agent recruiting/attribution without receiving written approval from eXp Realty prior to such publishing or distribution.

4. eXp Realty reserves the right to limit the use of any video content to the extent eXp Realty determines in its sole discretion that the video content either does not contain accurate information about eXp Realty or does not accurately represent eXp Realty's desired image or brand.
5. eXp Realty Independent Contractors seeking approval for websites or videos should submit website links or web/video content to CDNCompliance@exprealty.net. This form <https://forms.gle/tWib1osUUba78uQL8> will be required to be filled out within two weeks of joining eXp Realty.

ANTI-HARASSMENT POLICY

It is our policy to maintain a working environment that encourages mutual respect and promotes respectful and congenial relationships between employees and our eXp Realty contractors. Our environment is to remain free from all forms of harassment by our staff, applicants for employment, eXp Realty Independent Contractors and the general public. Harassment in any manner or form is expressly prohibited and will not be tolerated by eXp Realty. Our leadership is committed to vigorously enforcing this policy against harassment, including but not limited to sexual harassment, at all levels within the Company.

All reported or suspected occurrences of harassment will be promptly and thoroughly investigated.

Where harassment is determined to have occurred, eXp Realty will immediately take appropriate disciplinary action, including written warnings and possible suspension, transfer and/or termination.

eXp Realty will not permit nor condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

- The term "harassment" includes but is not limited to: unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, religion, sex, sexual orientation, age, national origin, or disability.
- Sexual harassment consists of unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or



rejection of such conduct; or,

- c. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- The term "harassment" may also include the conduct of employees, Sales Representatives, Brokers, Associate Brokers, management, vendors and/or customers who engage in verbally or physically harassing behaviour which has the potential for humiliating or embarrassing an employee or sales associate of the Company.

COMPLAINT PROCEDURE:

The Company provides its employees and eXp Realty Independent Contractors, with a convenient and reliable method for reporting incidents of harassment, including sexual harassment. Any employee and/or eXp Realty Independent Contractor who feels that they have been or are being harassed or discriminated against are encouraged to immediately inform the alleged harasser that the behaviour is unwelcome. In most instances, the person is unaware that their conduct is offensive and when advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsatisfactory, employees and/or eXp Realty Independent Contractors should immediately report the inappropriate conduct to their PAB or immediate supervisor. The report should include all facts available to the employee or sales associate regarding the harassment.

KEEPING CONFIDENTIALITY:

All reports of harassment will be treated seriously. However, absolute confidentiality is not promised, nor can it be assured. In the event eXp Realty investigates a complaint, the disclosure of limited pertinent information to certain parties, including the alleged harasser may be required.

INVESTIGATIVE PROCEDURE:

Once a complaint is received, eXp Realty will begin a prompt and thorough investigation. The investigation may include interviews with all involved, including the alleged harasser, and anyone who is aware of facts or incidents alleged to have occurred. Once the investigation is completed, a determination will be made regarding the validity of the harassment allegations. If it is determined that harassment has occurred, prompt, remedial action will be taken.

This may include some or all of the following steps:



1. Restore any lost terms, conditions or benefits of employment to the upset employee Sales Representatives, Brokers or Associate Brokers.
2. Discipline the harasser. This discipline can include written disciplinary warnings, suspension, and termination.

ASSISTANTS

eXp Realty fully supports the use of licensed and unlicensed assistants by the eXp Realty Independent Contractor. By delegating tasks that may be performed by those other than the eXp Realty Independent Contractor, the eXp Realty Independent Contractor's time can be spent more efficiently on tasks directly related to maximizing earning potential.

PLEASE BE AWARE THE BOARDS AND REGULATORS MAY HAVE SPECIFIC REGULATIONS REGARDING ROLES AND DUTIES PERFORMED BY ASSISTANTS.

Contractors must have a written contract with their Assistants.

You are responsible for training your assistant and for making sure they are familiar with company procedures and policies. You must go over the policy and procedures manual with your assistant and have your assistant sign a form acknowledging that they have read and are familiar with the manual.

You are responsible for all activities of your Assistant and you must not allow your Assistant to perform activities not allowed by your Real Estate Council or Real Estate Board.

LICENSED ASSISTANTS

- Licensed Assistants are bound by the same licensing requirements as Sales Representatives, including employment.
- If it is deemed by management that the Licensed Assistant is acting as a Sales Representative, then the Licensed Assistant shall be required to pay a cap.
- All assistants are the responsibility of the licensed Agent and therefore training is conducted through the Agent (or Team Lead) themselves.

BUSINESS CARDS

- Unless express permission is given, eXp Realty Contractors will use the Company approved business card design.



- Business cards will have the following identifying information on the cards:
 - a. eXp Realty Independent Contractor's Name as Licensed or as approved by the Provincial Real Estate Council Guidelines.
 - b. Title: Your titles must not be confusing to the public. The public must recognize you for your education. Titles may also list a professional designation ie. CRS, ABR, ePro, etc. In Ontario only specific titles may be used.

Email address: This email address may be either an eXprealty.com email address or a locally based email address such as someone@Burnabypowersearch.com.
 - c. Your Direct Phone Number: Direct Cell or Other Line which connects directly to you.
 - d. Company Provided 800# with an extension (Optional)
 - e. Company Web Address which may be either <http://www.eXprealty.ca> or a locally based Company-owned website such as <http://www.BurnabyPowerSearch.com/> (optional)
 - f. Your "Title" must be approved by your Provincial Administrator Broker (PAB)

COMMISSIONS & COMMISSION ADVANCES

- Payment of Commission: Commission payouts to licensees will not take place until the company has a completed file.
- Typically, commissions are paid from eXp Realty via Direct Deposit. Contractor may seek an advance up to 80% of their portion of the commission, minus any due expenses.
- Minimum Listing Commission:
 - a. Prior to capping, you will charge a Listing Commission of no less than \$2500 per Listing. In the event that Listing Commission is less than \$2500, then Company dollar or the Company split is \$500 going to the eXp Realty on which Revenue Share would be calculated with the balance going to the agent, except as outlined in the ICA. As with all other transactions, the agent would also be responsible for the Broker Review fee and or E&O fees.
- Inbound Referrals Payments:
 - a. Should be a written referral agreement approved by your provincial PAB to be submitted to the office admin upon entering into the referral agreement as soon as the referral agreement is agreed to. All 3rd party referrals are subject



to company split and company cap rules.

- b. If the Inbound Referral Payment was a result of a company generated lead then an additional referral fee of 25 - 35% would apply.
- **Outbound Referral Fees to Referral / Relocation Companies:**
 - a. Outbound Referral Fees are taken off the top of a transaction and directed to the Referral / Relocation Companies.
 - b. If the lead was also a Company Generated lead, then the lead is also subject to the company generated lead program internal referral fee as well as the company split and cap rules.
 - c. eXp Realty Independent Contractors shall not do ongoing outbound referrals as a method of effectively reducing the company dollar percentage. In the event that eXp Realty Independent Contractor is referring a large percentage (in the opinion of eXp Realty) of his or her business to another firm, the Company may require them to provide documentation showing equitable work being completed by the other agent and firm to the transactions in question. If in the opinion of the Company equitable work is not being completed by the other firm or agent, eXp Realty will withhold the company dollar percentage and/or transaction fee on the entire transaction before paying the outbound referral.
 - **Commission Advances**
 - a. Commission advances are not offered by eXp Realty directly.
 - b. Any commission advances provided by way of company approved commission advance providers shall be completed, as per the Commission Advances Policies document available from your PAB.

COMPANY COMMUNICATION

Through the Intranet, eXp Realty Workplace and eXp World, the company provides Best Practices on different parts of the business. It is the responsibility of our eXp Realty Independent Contractors to stay up to date on the latest Policies as well as the latest Best Practices relative to working inside of the company intranet, virtual office, CRM, and/or any other tools that the company has deployed or is recommending for agents to use.

COMPANY LEAD PROGRAM



- The Company Generates leads from the listings on the top-ranked websites that the company owns and manages. These leads ultimately generate the income necessary for the company
- To be able to launch new websites as well as increasing the functionality and visibility of existing websites. The revenues from these sites help everyone earn more by providing a way for agents to supplement their database of clients back to themselves. Independent Contractors participating in the Company Lead Program will execute a separate addendum making them part of the Company Lead Conversion Program.
- Company Generated Leads come in a number of forms:
 - a. Relocation Requests
 - b. Specific Area Requests
 - c. Specific Property Type Requests

The company generated leads continue to be the property of the company and can be re-assigned if necessary, to maximize revenue to the company.

COMPETITION COMPLIANCE POLICY

- The commission rates or fees charged by our firm are based upon the cost and value of the services we provide our clients and customers. Our rates or fees are not determined by any agreement, understanding, recommendation or suggestion involving a competitor or any other person who is not a party to a listing agreement with our firm.
- The amount of compensation that this firm offers to co-operating offices is determined by the level of service to be performed by those offices in addition to the amount of compensation necessary to foster cooperation. The compensation offered to the cooperating brokerage is not intended and is not to be used to encourage or compel any competing firm to raise or lower its commission rates or fees.
- eXp Realty Independent Contractors shall not be discuss with any person affiliated with another real estate firm the commission rates or fees charged by this or any other real estate office within our marketing and sales area.
- Listing presentations shall focus exclusively on the level and quality of service provided by this office. The results we have achieved for customers and clients and the performance the client can expect in exchange for the fees we charge are within the contracts. Any eXp Realty Independent Contractor who is requested to compare our services with those of a competing firm should do so



by emphasizing the value of the services we provide, not by disparaging competitors.

- Whenever an eXp Realty Independent Contractor is uncertain about a proper response to the concerns of an actual or potential client or customer, or whenever an eXp Realty Independent Contractor has been present during an unauthorized discussion on commission or fees, he/she should immediately contact our PAB and advise them of the situation.

CONTINUING EDUCATION

- Although eXp Realty provides ongoing classes on all areas of the business training, getting your education credits is your responsibility. You must proactively seek out educational opportunities inside and outside of eXp Realty to make you more effective as a real estate professional.
- You must keep your Mandatory Continuing Education up to date to keep your license in good standing with your Local Real Estate Board and Real Estate Council/Commission. Knowledge is important to protect the interests of your client in a real estate transaction. Please submit any forms relating to classes you have taken which fulfill your Continuing Education to your Admin.
- You must complete the FINTRAC Training and obtain a certificate within 14 days of joining eXp Realty.(Federal Law) If you have proof that you are currently certified, we will accept this. You must renew your certificate every two years, To register go here: <https://forms.gle/i6qAmQXGpkdVkl999>
- Do not give advice on legal, tax, construction matters and or other advice which may be outside of the scope of your license or experience.
- If you are not certain about a situation, consult your PAB.
- As a real estate professional, you are required to read and know the following:
 - The governing documents of your Real Estate Council/Commission, the CREA Code of Ethics, the bylaws, Rules and Regulations of your local real estate board, the FINTRAC rules and regulations, your province's Privacy Act, The Competition Act, and the DNC Rules and the Anti- Spam Rules.
- Take time to learn about the updates that are happening, attend compliance classes and when in doubt, you have resources; you can contact the Real Estate Council, The RE Board which you are part of and your PAB, who will walk you through the appropriate steps to get to the correct answer. Do not act based on your instinct without the proper information. Never act outside your realm of



competence without your PAB's knowledge and expertise guiding your way.

CULTURE

At eXp Realty our family of licensed Independent Contractors build their own businesses while establishing a direct ownership interest in the company as a shareholder and partner. The greatest asset of any real estate brokerage is the group of Sales Representatives, Brokers and Associate Brokers who are a part of it.

Through the innovative use of technology, the company provides agents, teams of agents, and brokerage owners with opportunities for increased profitability, reduced risk, and greater levels of professional development while fostering an organizational culture that values collaboration, the strength of community, and commitment to serving the consumer's best interests.

eXp Realty Independent Contractors are not constrained by brick and mortar obligations, capital requirements or structure not central to Broker, Sales Representative, buyer and seller needs. eXp

Realty seeks to take advantage of a world digitally connected in ways never thought possible and inspire its people to leverage the best technologies to be the service leader in the real estate industry.

Most notable among the technologies that the company employs, and one that distinguishes it from any of its competitors, is a 3D, fully immersive, cloud campus complex which has meeting rooms, training centers, outdoor spaces and in which the company's management, staff, agents and brokers all work on a daily basis learning from, sharing with, transacting business with, and socializing with colleagues from across diverse geographies.

eXp Realty Independent Contractors are working together to build businesses, build and enhance brands, increase profitability, reduce overhead and risk, and achieve bold career and life goals, all while establishing a direct ownership interest in eXp Realty as a shareholder and partner.

DISCLOSURES

In a real estate transaction, you must disclose imperative information required by law to all parties involved regardless of your agency relationship. You must use the regulatory documents required by the federal and provincial regulatory bodies, ie., FINTRAC, across Canada and forms and disclosures as required by the Real Estate Council and Real Estate Boards that you belong to.

eXp Realty Signature Disclosures - to be added to all your



electronic signatures. Wire Fraud:

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

Privacy

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

eXp Realty Advertising Disclosure: Contact your Provincial Broker for when these disclosures should be used “The statements and opinions contained in this advertisement are solely those of the individual author and do not necessarily reflect the positions or opinions of EXP WORLD HOLDINGS, INC. or its subsidiaries or affiliates (the “Company”). The Company does not assume any responsibility for, nor does it warrant the accuracy, completeness or quality of the information provided.”

and/or

“The statements and opinions contained in this advertisement are solely those of the individual author and do not necessarily reflect the positions or opinions of eXp Realty or its subsidiaries or affiliates (the

“Company”). The Company does not assume any responsibility for, nor does it warrant the accuracy, completeness or quality of the information provided.”

DO NOT CALL RULES

eXp Realty respects the right of consumers to elect not to be contacted for marketing purposes. All employees, Sales Representatives, Brokers and Associate Brokers associated with this company, abide by the provisions of the Telecommunications Act, and in particular, the Unsolicited Telecommunications Rules (referred to throughout this policy as the “DNC Rules”). This is also true when making calls to real estate agents - you must check the DNCL prior to making this call.

Restriction on Telecommunications

Except as provided in this policy, no unsolicited telecommunications (phone calls, faxes, text messages) for the purposes of marketing may be made to any phone number registered on the National Do Not Call List.

Under no circumstances may such calls be made or faxes sent to numbers on the office



Internal Do Not Call List.

Agents wishing to Cold Call must speak to their PAB prior to Cold Calling.

Registration must be made with the DNC Program. All numbers that you may call from must be registered with the CRTC. Any changes to your number must also be updated asap.

Agents must stay up to date on rules relating to the Do-not-call rules: See:

<https://www.innate-dncl.gc.ca/en>. Contact the Administrator to get the most updated list of the Do Not Call List for our Area Codes.

You must register and become compliant at: <https://forms.gle/pR33YvGeG7oVhgyG8>

Cold calling must be done in compliance with applicable provincial and federal laws. The Agent acknowledges any fines to eXp Realty which result from any violation of the "do not call" law or any other solicitation can be extremely high and they will be paid for by the salesperson who broke, said rule. Please review the ICA for further important information.

If you call someone not on the call list and they wish you to remove their name, you must provide your PAB with this information. Each province is required to keep a list of these names/numbers and to provide our agents with said list.

Please see your ICA for further information.

You must attend the DNC Training available in the world within 30 days of joining eXp and provide documentation to your Broker.

DOMAIN NAMES

Domain Names used in real estate or relating to our business may not use the trademark eXp or eXp Realty in the domain name. The company has spent considerable money and effort to develop and maintain our brand for everyone's benefit.

EMAIL FACILITIES

The company provides email addresses to all associates and staff. These email addresses are forwarding addresses so the Sales Representative, Broker or Associate Broker MUST choose on their Join App the address they want their eXp Realty mail to go to. It is difficult to change this after the fact.

Sales Representatives, Brokers, Associate Brokers and Staff will use company provided email accounts to communicate with other agents and staff as well as with clients originally generated through company advertising or company-owned websites.



Sales Representatives, Brokers and Associate Brokers may use personal email addresses with clients not related to lead generation done through company-owned websites.

E & O INSURANCE

All costs incurred by the Company on your behalf or as a result of FRAUD, MISREPRESENTATION OR NEGLIGENCE, by you, shall be billed back to you. The full cost of defence will be paid solely by you.

At no time is an eXp Realty Independent Contractor to list their own home or a home that they are a principal owner regardless if this ownership is in a limited company, without prior consultation with the PAB. Not only do they not have E & O coverage by doing so – the company's E & O may also be jeopardized.

LIMITED LIABILITY INSURANCE

Provinces with Limited Liability Insurance Plan will provide onboarding agents with a copy of the inclusions and exemptions within the plan, for signature. Please take time to read this thoroughly before signing.

https://drive.google.com/open?id=1NSOnzt4eYSIqdUcDhNJZp_chNZIH0MyL

EXPENSES

Sales Expense Statements & Fee Payment

Monthly sales expense statements are emailed to you on the 5th of the month. They are due and payable on the 10th of every month. An administrative penalty will be assessed for any outstanding

balances owing after the 10th of each month, plus per diem charges until paid in full. Inquiries relating to billed items are to be made to the office staff. The Company will deduct any payments from a receivable remuneration cheque on an ongoing basis and provide you with a statement after each deduction. There will be additional fees for tracking and documenting garnishments.

Any billing that is more than 30 days past due will be assessed a minimum of \$25 late fee per month or the maximum amount allowed per provincial regulations.

If a Contractor's account reaches 60 days past due, the Contractor may be exited from the Company and all pending commissions shall be forfeited.



Contractor agrees to pay in full any past due fees upon demand.

eXp Realty retains the right to deduct from payment of commissions, revenue share, funding source on file, or any other means necessary, any past due amounts of any kind, overpayments of commissions or revenue share and/or late fees assessed. Any unpaid balances shall be subject to collections and/or formal legal proceedings.

FINTRAC

It is imperative that you take the time to fully understand our company FINTRAC Manual. You are able to locate it on our Google docs site. **Please read it over and sign up for our introductory course on the information covered in the manual, within your first two weeks with eXp Realty** of Canada. During the year we will spotlight different aspects and situations to do with FINTRAC Policies and Procedures to keep you up to date. This is a Canadian Federal Regulation – if you have a real estate license you **MUST** take the FINTRAC Course and have proof of certification. The company must be able to show proof that all staff and agents have completed their certification when we are audited.

FORMS

You must use the forms that are customary to your MLS®. When working with contracts, forms and documents related to Listings and or Transactions and requiring signatures by buyers and or sellers, you must use the approved form. These forms are normally provided via CREA's

Webforms service and or your MLS® or Board intranet. Transactional Documents created for special situations must be reviewed and approved by your broker, before using them.

GST/HST

The listing firm is required to collect GST/HST QST/PST from the seller on the total commission payable by the seller of the property upon completion. eXp Realty will inform the conveying lawyer or notary the amount of gross commission and the GST/HST that should be collected from the seller. This will be reflected in the Statement of Adjustments, at closing. You will need to provide the provincial administrator with your GST or HST number. (Not for Saskatchewan)

Your portion of the GST/HST will be included in your commission cheque and you are required to complete the documentation and to make your GST/HST payments.



The [GST/HST](#) QST/PST you collect on sales needs to be remitted to the Canada Revenue Agency (minus the [Input Tax Credits](#) (ITCs) you receive credit for on your [GST/HST](#) return). Even when you use GST Netfile to file your GST/HST return online, if the result of your filing is a balance owing, you'll still have to pay the GST/HST/QST/PST you owe.

ICON AGENT PROGRAM

The Icon Agent program is aimed at attracting and incentivizing top agents into the company. The program provides each qualified “Icon” with up to \$16,000 in publicly traded eXp Realty International Corporation common stock, upon the achievement of certain production goals within an agent’s anniversary year. Through the program, Icons effectively earn their entire cap amount back in the form of public company investment. Full qualification details are available on the ICON Agent Program

<https://cdn.expccloud.co/join/uploads/2020/04/27134413/ICON-Program-Overview-Canada-v1.20.pdf>

INCOME REPORTING

A T4A will be mailed to you by the last day each February for income earned the previous year. Please review it and let the Admin know about any discrepancies as soon as you receive it. Correction after the final report to the CRA is a difficult task as our Accountant must make those changes.

INDEPENDENT CONTRACTOR

When you place your license with eXp Realty, you will be required to sign an Independent Contractor Agreement known as an ICA. This agreement establishes that you are NOT an employee and that you ARE an Independent Contractor. As such, you are responsible for your actions, records, customers and especially your own taxes, both Federal and Provincial. The ultimate responsibility for your actions rests with the PAB.

The importance of this document is two-fold:

Taxes: You are responsible for paying your own taxes, Federal and Provincial. There are significant tax advantages to be an Independent Contractor and it would be in your best interest to take a course on income taxes for independent contractors.

Required Activities: As an Independent Contractor, there are few “requirements” placed upon you by your PAB. Requirements “could” be used to nullify the effects of the Independent Contractor status with the Canadian Government. The company



maintains a Policy and Procedure Manual which all new onboarding agents in effect agree to abide by the Policies and Procedures of the company. Legally the company cannot require you to do anything but work in an ethical and legal manner. However, it is in your best interest to keep abreast of all new developments in the Real Estate industry and the risks associated with them.

LAWYERS AND NOTARIES

Lawyers and Notaries must send all communications pertaining to a transaction to our company address. Our preference is to receive it by email:

BCtransactions@exprealty.net, ABtransactions@exprealty.net,
ONtransactions@exprealty.net or SKtransactions@exprealty.net,
NLtrasactions@exprealty.net, NStransactions@exprealty.net and
QCtransactions@exprealty.net You, as an agent, may receive a duplicate copy of any conveyancing documents for your file.

Logo or Company Name

Use of the company logo is considered advertising and any changes to the approved trademarked Logo and licensed Company name must be approved in advance.

Use of the letters eXp Realty in a Domain Name, YouTube Channel Name, Facebook page or other Social

Media site that would cause a member of the real estate community or the general public to associate it with eXp Realty is prohibited. These actions must be approved by the company in advance or risk being removed from the respective places online and or turned over to the company for no additional consideration.

Once your design, logo, graphic or marketing wording that incorporates either the company name and or logo is approved by the company, the approved design, graphic, wording etc. can be used in the approved format without the need to be approved every time it is used.

LISTINGS

- Upon signing a listing, the client must be given a copy of the paperwork in a timely fashion. Any active listing NOT turned into the company within 48 hours of signing is subject to a \$50 fine.
- Within 48 hours of having a listing agreement signed by the seller all paperwork relating to that listing must be uploaded to the board and to your Skyslope or Ez Max



- Once the administrative staff receives notification of your listing, the PAB or APAB will review and sign off on all documentation, if it is complete.
- (Only in BC & AB) You are responsible to supply, review, include in the Listing documents a copy of the Title. It must be stored inside your Transaction Management System. You must have complete knowledge of all items found on the title. Please contact your PAB if you have any questions.
- (Only in AB) You are to advise your seller to collect strata/condo documents. Our insurer recommends that you do not read or advise your seller on the documentation.
- (Only in BC) You are responsible to order, pay and have knowledge of all the required documentation to sell a "strata". Upload this information into your Transaction Management System. Do not rely on old forms from another listing in that complex.
- Check with mortgage companies or municipal authorities for the facts - do not rely on old listings or what the seller might say. We are particularly interested to know from the outset that mortgages and taxes are not in arrears and that there is enough equity to pay the commission. We recommend that Sales Associates obtain the seller's approval to obtain mortgage information on all listings by utilizing the form provided on our Google Docs site.

Checking this information now gives you an opportunity to address the future should the vendor not

be able to pay commission or close due to inadequate funds. Should there not be enough money to pay commission, it will be your responsibility to pay the full amount to the Selling Salesperson's company.

WE ARE A RESIDENTIAL REAL ESTATE BROKERAGE

eXp Realty is primarily a Residential Real Estate Company. We are aware that some licensees within our brokerage, from time to time, may do Commercial deals under the guidance of their PAB. **At no time do we sell Businesses or handle Property Management.** Typically, our licensees are specialists in residential real estate. Commercial real estate is a highly complex and diverse specialization of the real estate industry, requiring specialized skills, expertise, experience, education, contracts, processes and procedures, not common to most residential real estate transactions.

Commercial Real Estate Agency Services and or Commercial Real Estate Transactions are defined as any transaction or agency services any property that is not deemed a residential agency service or residential transaction. For further definitions, as to what is



a commercial real estate transaction or is deemed a commercial real estate agency relationship, refer to your provincial licensing body.

Anyone aspiring to specialize in Commercial Real Estate and doing more than the odd deal must have a further conversation with their PAB and will be required to have approvals from your PAB, to continue. They are recommended to have commercial education and regular updates to fulfill their role.

In those provinces with separate Commercial licensing/registration agents are required to have an active Commercial license in order to conduct any commercial transactions.

For any commercial properties with a listing price above our current Errors & Omissions insurance limits, the agent is required to obtain individual Errors & Omissions coverage in an amount equal to or greater than the transaction amount as primary coverage for the file with the Company named as additional insured and supply such to their Provincial Broker(s). The Company Errors and Omissions shall serve as an excess policy only, on such transactions. Failure to obtain appropriate coverage may be grounds for immediate release from the Company, and the agent shall bear the full financial responsibility for the defence of the Company.

Your PAB, may revoke an agent's commercial real estate service privileges at their discretion if it is deemed that the licensee is acting in a manner considered unprofessional and without proper knowledge.

Referring out your Commercial customer/client is the best policy when you do not have the required ability, to properly act in your client's best interest in completing the transaction.

Mediation Committee For Salesperson Disputes

Procedure for resolving disputes between eXp Realty Sales Representatives, Brokers and Associate Brokers:

- The eXp Realty Sales Representatives, Brokers or Associate Brokers must do all they can to resolve a dispute between themselves.
- If the eXp Realty Sales Representatives, Brokers or Associate Broker cannot resolve the dispute between themselves, a joint meeting with two members of management shall be arranged, with both sides being heard. The members of management may express an opinion of a fair settlement. Any offers to settle by either party to the dispute or any opinions of management will be "without prejudice". If a settlement cannot be made at this time, the dispute will go to the mediation committee.
- The complainant must file his/her case, in writing in a sealed envelope, to the PAB. It is important to make your claim as soon as possible.



- The PAB will advise the other party to the grievance and the other party shall have 7 days to file his/her case, in writing, in a sealed envelope to the PAB.
- If the other party does not file his case within 7 days, the committee will be formed and a hearing held on the basis of information available.

All unresolved disputes between Agents that are submitted to the Committee, shall be settled by the Mediation Committee and the committee's decision shall be binding on the parties involved. Both Agents must agree in writing ahead of time to be bound by the decision of the Mediation Committee.

Formation of Mediation Committee

- All Sales Representatives, Brokers and Associate Brokers of eXp Realty who reside in the province where the incident took place and who have been active in real estate for the preceding 2 years are eligible to serve on the committee.
- The parties to the grievance, plus PAB or APAB and 6 names are drawn from those eligible will serve.
- The 6 names will be recorded in the order they were drawn.
- When the 6 names are drawn, each complainant may challenge any of the 6 drawn (but not more than one) with the original complainant challenging first. Any name challenged will be deleted from the list.
- The committee will be formed from the remaining (4, 5 or 6 persons).
- The committee shall be composed of 3 persons. The first name drawn shall act as chairperson. The 2nd and 3rd names are drawn, together with the chairperson, shall form the committee.
- All remaining names on the list will act as alternates.
- The 3 names who serve on the committee shall not be eligible to serve again for 2 years.
- The PAB or APAB will be the permanent recording secretary and be responsible for maintaining the list of eligible names for the committee.

EXPAND – OUR MENTOR PROGRAM

If you are a new sales representative or a sales representative who is struggling to get the basics of real estate sales this is the perfect program to jumpstart your career.

Brand new sales representatives and sales representative who have completed less



than 3 completed transactions in the prior 12 months must work with an experienced mentor on their first 3 (minimum) transactions with eXp Realty. The first three transactions are subject to an additional 10% paid from the Gross Commission income to provide a 10% mentor fee which will be paid directly out of a closed deal to the mentor for working with the New Sales Representative.

(BC only) Newly Licensed Sales representative, as a condition of their temporary License to become an unrestricted real estate salesperson license, and to complete their applied practice course are required to participate with the RECBC mandated and BCREA operated Residential Trading Services Applied Practice Course, which includes 4 licensee components that are supported with a Managing Broker Kit.

Team Members who are actively being trained by the Team Leader, are NOT required to be part of this program. Team Leaders are required to take the Mentorship Training Program. Team Members may, however, choose to complete this program. Team Leaders may choose to waive the Mentor fee, providing it is done in writing.

If there is an extenuating reason why you feel you would not benefit from the Mentor program please contact your PAB and Director of Canadian Operations. All our beginning agents are provided with a huge opportunity to work directly with a top agent in their board. Success leaves clues and our goal is to help you shortcut your success.

MORTGAGE BROKERING

If the Independent Contractor conducts real estate brokering and/or mortgage origination activities pursuant to a license from any Mortgage Brokerage, Independent Contractor may not conduct mortgage representation activities for any real estate transactions in which he/she are directly involved as an agent, principal or in any other way. Further, they shall not perform mortgage activities on any transaction in which they have a financial interest through revenue share. In addition, Independent Contractor may not engage the services of a mortgage lender with a familial relationship to the Contractor on any transactions the Contractor is involved in or has a financial interest in through revenue share.

If the Contractor conducts real estate appraisal activities pursuant to a license from any Appraisal Company, Contractor may not conduct real estate appraisal activities for any real estate transactions in which they are directly involved. Further, they shall not perform appraisal activities on any transaction in which they have a financial interest through revenue share.

Independent Contractor shall not recommend third party services with a familial relationship to the Contractor in any transactions the Contractor is directly involved in or has a financial interest through revenue share.



PHYSICAL OFFICE SPACE

eXp Realty runs almost entirely virtually and as such does not invest in physical bricks and mortar infrastructure. Our Agents and Brokers can apply for a Regus World Business Card. Should you wish to create a Branch Office for your Team, contact your PAB for a copy of the application.

The company encourages Sales Representatives, Brokers and Associate Brokers to have a wireless hotspot account or similar account in the city where they live to provide them access to high-speed internet when not at their home office.

Where allowed by the Real Estate Council/Commission and MLS rules, Sales Representatives, Brokers and Associate Brokers who have agreed to policies relating to the opening of a personal agent office, may do so, at the company's discretion. This personal office will be paid for by the agent or agents who have agreed to open that office and no obligation relating to that office will transfer to the company. Any financial obligation with regard to opening and/or maintaining office will be at the expense of those benefited by such office. All signage, where permitted, must be approved by the PAB, eXp Realty Marketing and the Director of Canadian Operations. At no time will signage be permitted where it appears that the agent's office is any more than a team office. The Team Office Agreement with eXp Realty must be signed.

PROFESSIONAL PRACTICES

Simply put - Look, act and talk like a true professional. Dress well, practice good hygiene and keep your automobile clean and presentable.

Policy And Procedures Updates and Review

The updates to this document will be on our Google Docs Site.

eXp Realty Independent Contractors Brokers will review these Policies and Procedures a minimum of once a quarter to monitor any changes to the document. In addition, email updates on changes to this document are considered constructive notice about modified Policy and Procedures.

PRIVACY POLICY

During the course of the engagement of Contractor by Company, Company and its affiliates, eXp of Canada, Inc., eXp Realty LLC., (USA), may collect or receive Contractor's personal information. Company shall only use the Contractor's personal information as



described in the Company's Privacy Policy.

Company shall comply with all applicable privacy laws with respect to its collection, use and disclosure of Contractor's personal information and that all facilities used to store and process personal information will adhere to reasonable security standards. In providing personal information to

Company, Contractor agrees and consents to Company collecting, using and disclosing the personal information of Contractor as described in the Company's Privacy Policy.

It is essential that any change of information be reported to your Provincial Privacy Officer, your PAB, without delay. This enables the Company to ensure that the Company can communicate with the Contractor and that commissions are deposited to the appropriate account. Company is not responsible for communications that are not received due to a failure to provide updates of Contractor's personal information.

PIPA and PIPEDA rules and regulations must be followed.

Purchase and Sale Agreements

- A copy of the signed Purchase and Sale Agreements and all addenda must be given to all parties in a timely fashion, (as defined by your Real Estate Council/Commission) after execution.
- An eXp Realty Independent Contractor is not to sign any document on behalf of the client without appropriate, signed legal documentation executed by the seller/buyer. They must sign as legally required. At NO time are you to obligate eXp Realty for expenses.
- All Purchase and Sale Agreements must be reported to the broker in a timely fashion, (as defined by the Provincial Real Estate Council/Commission in your province and Real Estate Boards of which you belong to), after execution by uploading a complete copy of the accepted purchase and sale agreement, including all the amendments and/or addendums, into the Transaction Management system
- All documentation must be turned in within 48 hours. If your documentation is not complete, there will be a warning. If not completed within 48 hours of this warning, there will be a \$100 fine. Habitual recurrence of late paperwork may result in the release of your license. It is not acceptable for an agent's tardiness to jeopardize all of the company across Canada.
- (BC Only) In the case of Multiple Offers: All offers, even when NOT accepted, must be scanned into the approved Transaction Management System.



- An agent does not have the authority to reduce, defer or replace any portion of the Company's splits or fees without the written consent of the Provincial PAB(s) or the Company.
- FINTRAC requires us to keep records of all contracts and offers, including those that were not accepted.

DEPOSIT MONEY RECEIPT FOR TRANSACTION FILE

- Cash and non-certified cheques are NOT accepted forms for the Deposit amount in most provinces. However, in some smaller rural areas and in Saskatchewan personal cheques are the norm for transactions. We ENCOURAGE guaranteed funds, but in the event we do receive a cheque, we DO NOT convey until funds have cleared. CASH IS NEVER AN ACCEPTABLE MEANS OF A DEPOSIT.
- All required FINTRAC documentation must be filled out fully and turned in with the deal.
- Deposits in the form of a Bank Draft MUST be made payable to eXp Realty (In Trust)
- The memo line of the Bank Draft is to be used to identify the property address for which the deposit is used. Appropriate FINTRAC Disclosures must be completed.
- Sales Representatives, Brokers and Associate Brokers are encouraged to (in the contract of purchase and sale) make deposits payable within 48 hours after removal of all conditions, rather than at the time of acceptance of a contract of purchase and sale.
- Where this is not the standard practice, deposits must be made in a timely manner and appropriate deposit information needs to be imported into the Transaction management system immediately.
- If a deposit is received after banking hours, and it is not possible to deposit the bank draft, it must be deposited the following business day.
- If the offer is rejected before the cheque could be deposited, the cheque can be returned to the buyer without first having been deposited in the brokerage's trust account. (BC, Alberta, Ontario) If, however, the cheque is received during banking hours and it is possible to deposit the cheque, the cheque must be deposited even though the offer may still be open and may still be rejected.
- In Saskatchewan only: In Saskatchewan funds should not be deposited into our trust account unless there is an ACCEPTED offer it relates to.
- The fact that no agreement has yet been reached does not permit a Sales Representative, Broker or Associate Broker to hold the deposit cheque. It must be



deposited as soon as possible. If an agreement is not reached between the buyer and seller, the deposit may be returned to the buyer without the consent of the seller.

- It is not acceptable for the Contract of Purchase and Sale to provide that the licensee will hold the buyer's deposit cheque and upon acceptance of the offer or counter-offer, deposit the cheque in the brokerage's trust account.
- BC, Alberta, Ontario only: If the parties agree that a deposit will be dealt with in a manner other than paying it promptly into the approved brokerage's trust account, i.e., holding the deposit

cheque to a later date, paying the deposit to a third party, etc., the parties must establish the alternate method of dealing with the deposit in a written agreement separate from the Contract of Purchase and Sale. In this case, you must contact your PAB.

- Saskatchewan only: It is required to address any changes to the way deposit is held right in the Contract of purchase & sale
- A copy of any cheque or deposit related to a transaction must be added to the appropriate Transaction folder without delay. Please note that a copy of a cheque is NOT evidence of receipt of a deposit, hence submit a receipt of deposit as required by FINTRAC in a timely fashion to all parties (including the transaction management system). Late deposits are never acceptable and require further documentation as well as signatures by all parties, to the contract. Late Deposits or lack of required documentation in the Transaction System, regarding the deposit are subject up to a \$100 fine for repeat offender.
- When a deposit is being wired into our CIBC Trust Account, please speak to your PAB, prior to sending. We must confirm that all service charges are paid in advance.
- Consult your Transaction Management System to determine what documents are mandatory. All documents to the contract must be uploaded as well as any notes that you may have. It is a secure spot to keep your files intact.
- We request that you upload all necessary documents for review and complete your file as it progresses. Your PAB & APAB have supervisory responsibility by law and must comply. Any investigation and discovery made by the brokers for compliance with laws because of your negligence will be the reason for additional charges from your Broker and/or dismissal. When in doubt call your PAB or APAB – we are always ready and happy to support you.
- Unless the deposit is in the form of a guaranteed funds, all deposits are held for 10 business days for clearing (or until the deposit has cleared the bank)



- Please do not surprise us by uploading files at the last minute and expect the file to be processed immediately.
- Let us know, in advance, of quick closings on your horizon.
- Return of deposit monies after acceptance will occur once the approved form or forms are signed by all parties. These forms must be provided to the company and once the PAB has approved both the document as well as the documents in the file.
- Counter offers must be in writing. Definitely never verbally and on approved forms. Verbal counters are not acceptable, at any time.
- You must put all the documentation regarding the deposit (ie. A photo of the cheque or bank draft, the eXp Realty Deposit Information Form and the bank deposit slip) immediately into Transaction System. If you delay and/or don't follow this process, you are jeopardizing your real estate license and our company license. Remember, we are one company – your actions affect everyone.
- We do not collect interest on deposits, nor do we typically pay interest on deposits. If your client is asking for their deposit to be in an interest-bearing account, please speak to your PAB or APAB.
- Finally, please make sure your deposit is large enough. We recommend that you take a minimum of 5% deposit.

Make sure that you are depositing your deposit into the Provincial Real Estate Trust Account ONLY! Depositing into the Commission Trust is NEVER ALLOWED without a Deposit Slip sent to you by your Transaction Specialist.!! If you deposit into the wrong account you are putting the entire company in jeopardy. Notify your Administrator immediately. Fines of up to \$100 per occurrence will be levied to repeat offenders. You will also be required to notify the Buyer and Seller of your error and you may have caused an opportunity for your purchase not to move forward. BE VERY CAREFUL!

REFERRALS

Outside and inside referral payments must have supporting referral agreements included in the file. All cheques from the referring company must be made out to eXp Realty. Contact your Broker for Referral agreements.

In the event of a dispute regarding the amount of commission due to an agent when there is no paperwork, the default amount shall be 25%. Twenty five percent going to the referring agent.

Referral agreements need to be communicated to the admin department as soon as they



are entered into, provincial requirements also may require additional disclosure documents to be approved by the clients.

FINES

- A fine of \$100 shall be assessed for documents uploaded later than 10 calendar days after execution.
- Any files with documents uploaded after 30 days of execution are subject to a fee of up to 25% of the gross commission.
- Any files with documents uploaded after 60 days of execution are subject to a fee up to 50% of the gross commission.
- Any files with documents uploaded after 90 days of execution may have the entire gross commission forfeited.
- Any files that did not close and reached termination through expiration, cancellation, withdrawal or anything of the type that are not closed out in the Transaction System/Broker Wolf by the Broker due to a lack of required documentation will result in commissions being held on any new closings until the old files are cleared up. Late fees as outlined above still apply.

RISK REDUCTION

- As a general rule, treat every customer as if they were a lawyer. If you did, you would make sure that every “i” is dotted and every “t” is crossed. You will maintain accurate and legible notes. Make sure your forms are complete. If you feel the slightest chance there may be a problem, you need to immediately start a chronological record of events that you can refer to should the incident evolve into a legal matter. Pay particular attention in class as to how to properly complete forms. Make sure that you do everything on time and that all forms are signed.
- Don’t take unnecessary chances. Take a photo of a Buyer’s Driver’s License and their license plate. Send it to your PAB with a quick note, or send it to your Administrator. Have someone check on you while you are showing homes. Leave a copy of your showing route with another agent. Have that agent call to check on you. Stay safe!

SELLING YOUR OWN PROPERTY THROUGH EXP REALTY

You are permitted to sell or buy three homes per the calendar year with eXp Realty



and only pay a transaction fee provided either you or your spouse is on the title.

If you are wanting to sell your personally owned real estate, or if you are wanting to sell any other property or another form of real estate that you have any form of ownership interest (personally or by way of shares in a company etc.) you must follow the following:

1. Contact your PAB
2. Appoint a Listing Representative within your brokerage: Do not act as the designated agent for the listing, arrange for another licensee in your brokerage to act as the designated agent for the seller, (you). The designated agent engaged should take all steps that are customary when taking a listing, including measuring the property, obtaining a site plan and survey, checking the title, checking the municipal files, preparing the listing contract, inputting property information into the Multiple Listing Service[®], preparing all advertising and promotional material, etc.
3. Do Not Act for Buyers: The brokerage, if acting under a brokerage agency relationship, should not act as an agent for a potential buyer of the related licensee's property. Should a buyer wish one of the brokerage's licensees to act for them, said licensee should promptly and fully disclose the brokerage conflict of interest to the potential buyer and confirm such disclosure in writing. It is preferable that the listing representative for the brokerage (along with all other brokerage representatives) acts as an agent for the seller only and no agency representation is provided to a buyer of the property.
4. Any brokerage licensee who has entered into a buyer agency contract with a buyer who becomes interested in buying the property should offer the buyer the option to cancel such contract and *give the buyer the opportunity to seek independent representation*. This precautionary measure may not be necessary under designated agency so long as the buyer is able to have their own independent representation and no confidential information of either party is shared with the other.
5. Do Not Communicate Directly with Buyer for your property: Do not at any time communicate directly with the buyer. All communication with the buyer or the buyer's agent should be through the listing representative for the brokerage.
6. Disclosure of Interest in Trade: Ensure that a "Disclosure of Interest in Trade" form is fully completed and presented to the buyer, prior to the presentation of the buyer's offer. If an offer is received prior to having made the required disclosure, the prospective buyer must be given the opportunity to rescind their



offer prior to you accepting it. It is not sufficient to accept the offer subject to the disclosure. *The disclosure is required to be made before any agreement is entered into. A clause should be included in the contract confirming your delivery of the required disclosure, e.g., The Buyer acknowledges having received a signed "Disclosure of Interest in Trade" form which disclosed the licensee's interest in the transaction before the making of this offer*

7. Independent Advice: If the buyer does not have independent representation, the buyer's offer should be made Subject to the Buyer, [on or before a specific date which should ensure sufficient time is provided for the buyer to obtain all required professional advice], receiving and being satisfied with, such professional advice as they deem appropriate, including but not limited to legal advice as to the terms and conditions of this Contract, appraisal advice as to the current fair market value of the Property, and tax advice.

eXp Realty rules on Personal Transactions:

8. Personal Transactions will carry a \$285.00 / closing transaction fee + Broker Review Fee & Liability
9. Insurance Fees, (in applicable provinces).
10. Personal Transactions do not pay out Revenue Share.
11. Sales Representatives, Brokers and Associate Brokers may exempt 3 personal transactions per anniversary year.
12. Sales Representatives, Brokers and Associate Brokers must be in good standing with the company - (current on invoices)
13. You or your spouse must be on the title of the property being sold.

SIGNS

1. No "For Sale" signs will be placed in front of a listing until we have the complete listing agreement uploaded to the New Listings folder in the Transaction System.
2. Signs used must be the signs designed or expressly approved in writing by the company. Custom sign designs need to be submitted to CDNCompliance@exprealty.com for approval as well as your Broker. The Broker needs to be cc'd so we can follow up for you.
3. Sales Representatives, Brokers and Associate Brokers may only use approved sign riders, directional arrows, sold signs and other signs as needed to support the listing and when they comply with procedures outlined by the regulatory real estate bodies.



4. Many communities do not allow directional signs where they may impede the vision of a driver. Placement of such signs is at the risk and responsibility of the agent. The company does not accept any responsibility. Removal of signs, fines and or penalties arising from the use and placement of signs are the sole responsibility of the licensee.

Most MLSs prohibit putting up a "For Sale" sign before entering the listing in the MLS. A listing must be reported when it is taken and when it is sold within certain limitations. You must comply with all MLS rules. Any fine due to an MLS violation will be paid by the Sales Representative, not the Company or Broker (PAB).

Avoiding Stock Solicitations

1. eXp World Holdings, Inc. (the "Company"), as a company with publicly traded common stock, is subject to requirements relating to the substance and manner of public communications. In addition, federal securities laws generally require that, in the absence of an exemption, offers to buy stock, and solicitations regarding stock, need to be preceded by a filed registration statement relating to the offer.
2. Accordingly, corporate counsel to the Company, recommends that all employees and agents of the Company adhere to the following guidelines, for the protection of both the Company and those affiliated with it:
3. Only an Executive Officer or Director of the Company can solicit interest in, or encourage others to buy the Company's stock, or promote the Company's stock as the basis for encouraging others to join the Company.
4. Only Executive Officers and Directors who are authorized to speak on behalf of the Company should discuss the agent equity program or similar stock incentives in any detail. Employees and agents, whether on social media or in recruiting efforts, should merely point out that such a program or incentives exist, and direct potential agents to Company approved resources or publicly available information.
5. Both in public and private conversations, including all social media platforms, employees and agents should not comment on the potential or projected growth of the Company's stock or encourage people to buy the stock or join the Company based on the stock's growth.
6. All directors, officers, employees and agents are subject to SEC Insider Trading regulation.

SUPRA/EKEY/MLS KEYBOX /KEY



1. Do not give your Supra key or MLS/for Quebec Sinbad or OACIQ log in information to any unauthorized person. You are responsible for all damages caused by such a violation.
2. The Contractor covenants and agrees to indemnify and hold eXp Realty and the PAB/APAB, harmless from any and all liability, obligations or demands against eXp Realty arising out of the loss or improper use by the Sales Representative, Broker or Associate Broker of the card, key box or system, including but not limited to any and all liabilities including lawyer fees incurred by eXp Realty and/or the owner as a result of damage or injury to premises or persons arising out of the use by the Contractor or by any other person of the Card, Key Box or System.
3. The Contractor specifically waives, releases and holds harmless eXp Realty and the PAB/APAB from any actual damages, consequential damages, lost business or any other claim arising out of the use or implementation of the system.

SOCIAL MEDIA NETWORKING

1. Since agents are the face of the Company, agents will be professional in their appearance and their interaction on social media by adhering to the following guidelines:
2. Agents are to avoid arguments and aggressive language on social media that could leave a negative view of the Company and/or impact the agent's business.
3. Agents are expected to respect the privacy of other eXp Realty agents, staff, clients, and potential clients and agents, and may not use social media to make defamatory comments about the Company or other persons affiliated with the Company (e.g. staff, customers, vendors, contractors, service providers, etc.), or to attack or harass any person on the basis of race, gender, religion, age, physical or mental disability, marital status or civil partnership/union status, national origin, ancestral medical condition, genetic characteristics, sexual orientation, gender identity or expression, or any other basis prohibited by applicable federal, provincial or local law.
4. Dishonourable content such as racial, age, ethnic, sexual, religious, physical disability and attacks on political-stances will not be tolerated. Follow the 24 hour response rule: do not respond to anything or anybody in the heat of the "moment". Wait at least 24 hours to consider the possible consequences of being held accountable for your comments and statements to your person, your



reputation, the company and your family.

5. Agents may not use social media to compete with the Company or engage in conduct that could create a conflict of interest.
6. Agents on social media are expected to respect all applicable laws, including copyright, privacy, trademark and financial disclosure requirements.
7. Using social media to contact people directly without their consent is prohibited.

The content found within the Company's internal networks (e.g. Workplace and Company email updates) is not to be shared publicly on social media. Shareable social media content can be found at eXpmarketingcenter.com and on its respective social media channels, including:

- Facebook: U.S. & Canada
 - Twitter: U.S. & Canada; eXp World Holdings
 - LinkedIn: U.S. & Canada
8. See something, say something. If an agent sees something on social media that requires an official Company response or violates the policies and procedures, ICA or agent attraction universal pledge, she/he is encouraged to contact: social@eXprealty.com. The team will respond within two business days.
 9. Agents are prohibited from posting inaccurate or misleading content (e.g., title, misleading attraction efforts).
 10. Using the eXp Realty branding, official images, logos or other intellectual property without approval from eXp Realty's marketing department or using the name "eXp" in any public website domain or social media page is prohibited. To obtain approval, agents should email cdnmarketing@exprealty.net. The team will respond with questions or approvals within two business days.

Video

- eXp Realty agents may not share any recorded video (e.g., sessions in eXp World, sessions from The eXp Shareholder Summit, etc.) that is intended for internal use without receiving written approval. This includes distribution on websites and social media (e.g., Facebook, LinkedIn, YouTube, etc.). eXp Realty reserves the right to limit the use of any video content to the extent eXp Realty determines in its sole discretion that the video content does contain accurate information about eXp Realty or does not accurately represent eXp Realty's desired image or brand.



- If you are hosting a session in eXp World, you may record your session but only with the consent of the attendees.

TEAMS

A Team is defined as a lead agent “Team Leader” and at least one licensed agent working as a team member “Team Member”. Team Commission Agreements are to be made based on mutually agreed upon terms between the Team Leader and Team Member(s). These agreements should be in writing and carefully considered to ensure compliance with all Federal, Provincial and Local law, as well as company policy. Team Commission Agreements must be on file with the Team Onboarding Department. eXp Realty will not intervene in any disputes between team members and team leaders.

Team Fee Distribution:

- Broker Review Fee: Split between the two as agreed upon in the written team agreement.
- Risk Management Fee: This fee is paid monthly by all Alberta, BC and Saskatchewan agents.
- Commissions: GCI shall be first divided between the Team Leader and Team Member based on the percentages agreed to between the Team Leader and Team Member. From there, each agent’s commission will be divided into 80% going to the agent and 20% going to eXp Realty. Once an agent has paid in the maximum annual cap to eXp Realty, they will receive 100% of their commission. Each agent is responsible for their cap individually.
- Capped Transaction Fees: Once an agent has reached their company dollar commission cap, that agent will pay a percentage of the capped transaction fee equal to the percentage of GCI they received.
- In certain cases, eXp Realty will reduce a team member’s annual company dollar cap by half. Team members with a reduced annual cap are not eligible to receive the “capping equity award” or the ICON Agent Award, as paying a full cap is required for both. To qualify for a reduced team member annual cap, the following terms are required:
 - The Team Leader must have a minimum of \$6 million in production or 30 closed transactions during the previous 12 months.
 - The Team Leader must have a written commission agreement with each Team



Member.

- Team Members must pay the Team Leader a minimum of 25% of their GCI earned on every transaction.

TRANSACTION LOGS

Keep a transaction log of all appointments, telephone conversations, emails and other communication related to your real estate practice both for tax purposes as well as for any potential legal matters in the future. As much as is possible using the company provided software – ie Transaction Desk, Google Apps to keep track of all the above information. These systems have large amounts of online storage so you are able to keep conversations, emails and documents inexpensively and virtually indefinitely.

USE OF EMPLOYMENT WEBSITES

The solicitation or recruitment of potential licensed real estate professionals by currently licensed real estate professionals of eXp Realty by way of job postings on third party internet employment sites (e.g. Indeed, Monster, Glassdoor, LinkedIn, etc.) **is prohibited**. Any use of third-party employment websites by current licensed real estate professionals of eXp Realty to solicit or recruit human resource for unlicensed positions shall not contain any reference to eXp Realty.

WEBSITES

- Websites must have prominent above the fold branding for the company. The definition for above the fold: According to Tech Target, above the fold is the portion of a web page that is visible in a browser window when the page first loads.
- Agent owned real estate websites including real estate related blogs will have a link back to <http://www.eXprealty.ca/> with the Anchor Text being "eXp Realty" and in the case of a website owned by the company in the local market a link to that website with the name of the city the website serves followed by the term "real estate" as the anchor text. eg. `Scottsdale Real Estate`
- Coding to hide the company links from the search engines is prohibited.

WHEN YOU ARE OUT OF TOWN OR UNAVAILABLE

1. When you have listings and/or open deals and you are out of town, or otherwise unable to provide services to your clients, you are required to notify the administration staff, so they know who is covering your business. Do not leave your business unattended.



2. You will be required to fill out a "While I Am Away Form" located on our Google Docs and supply it to Admin. This will clarify who is responsible while you are away and the compensation agreement that you have both agreed to.
3. If a Sales Representative, Broker or Associate Broker is going to be away, he/she must assign another Sales Representative, Broker or Associate Broker to handle his/her transactions. All agreements between Sales Representatives, Brokers or Associate Brokers must be in writing and a copy kept on file. An example of a possible agreement is as follows. If no agreement has been reached between the away associate and the associate representing the away associate, the following will prevail.

It is hereby agreed between "X" (sales associate to be absent) and "Y" (sales associate handling "X"'s business) as follows:

1. You will receive 25% of any of my listing ends that sell provided it is some other sales associate's offer. Y will receive no split whatsoever if it is his/her own offer.
2. You will receive 75% of the selling commission of one of my buyers if I have not worked with them previously.
3. You will receive 50% of the selling commission if I have been working with the buyers.
4. You will receive 25% of the commission if the buyers purchase a home that I have shown them.
5. You will receive 25% of any new listing from one of my referrals or previous clients.
6. You will receive 50% of the selling end of a purchase by a current vendor of mine, who buys in my absence.

Signed _____ Date _____ Signed ___ Date _____

Please notify the Administrator by email stating:

- length of time you will be away from the office
- where the sales associate can be contacted
- who is taking care of your business
- It is important that the "away" sales associate notifies their current clients as to their absence and the name of the sales associate taking care of their business.

REPRESENTATION

eXp Realty Sales Representatives, Brokers and/or Associate Brokers are not authorized to bind or obligate the Company to any agreement, promise, or representation other than witness to normal business practice in real estate such as listings, purchase



contracts, amendments, addendums or any other form pertaining to a transaction which is processed and subject to the approval of eXp Realty.

MEETINGS

1. With few exceptions, there will be a regular Provincial Meetings in our Canadian Operations building, in the eXp World. The meeting typically lasts between 30 minutes to an hour. During the meeting, important news is passed, and everyone gets an opportunity to promote their listings or advise everyone they are looking for a specific type of property. Plan to attend all meetings for your province and for eXp corporate. One of the first things you and/or your Broker will be asked if you are ever “investigated “by the Real Estate Board, Real Estate Council, FINTRAC or other regulatory bodies, will be if you attend these meetings. In most cases these meetings will be recorded.
2. Times and dates for these meetings are posted in Canadian Operations- <https://expcloud.com>
3. Every Friday, (8AM PST, 9 AM MST, 11 AM EST) we get a chance to hear from our International happening at eXp Realty. Leadership Team in the eXp World, Auditorium. This is a great opportunity to hear what's going on within eXp.
4. Every 4th Wednesday, beginning June 1, 2019, at 8 AM pst, 9AM MST, and 11 AM est Team Canada meets in the Canadian Auditorium to bring updates to all things Canada – including Tech updates, growth and expansion updates, Compliance updates, Icon Agents, etc.

WHO DO YOU GO TO FOR ____?

You go to your PAB, APAB for:

1. Legal Information and guidance. Your PAB and APAB are responsible to make sure that we are following the Council and Board requirements.
2. Training: eXp Realty has a lot of training offered in the cloud. There is also a minimum of 30 hours of live training each week. Every Sunday you will receive an email outlining the courses available. eXp Realty also prepares weekly Canadian specific courses. These are posted in the Canadian Operations Lobby.
3. Consulting: Our PAB and our APAB are here for you. You are strongly encouraged to get to know your Brokers. They will help you set up a system to ensure you are supported to stay on track with your business and career goals.



4. Your support is just a text away when you use our Workplace Chat. You can also call them through their Ring Central phone number and their eXp Realty email. If you have a specific urgent need for the broker to address outside of business hours please call or email your broker directly.
5. The PAB and APAB have office hours each week, in Canadian Operations.
6. Once you have sent a message to your PAB, you can expect a callback, as soon as it is possible. Your PAB &/or APAB may be on a call, teaching or in a meeting. If you have not heard within two hours, please call back.
7. Calls after 9:30 PM will be returned at 9 AM the next day, in most cases, unless urgent.

You go to the Financial Specialist for:

- All accounting. This includes paying bills, preparing associate statements, preparing reports and your Agent Equity Awards and Revenue Share Questions - they will take your questions and source out your answers.
- Creation of your T4A
- The Financial Specialist can be found in Canadian Brokerage Operations.

You go to the Provincial Payout Specialist for:

- Tracking your Commission Cheques after Closing
- Preparing commission cheques
- Address changes
- Awards and Award Tracking

You go to the Transaction Specialist for:

- All things to do with the processing of your deal paperwork or listing paperwork in the transaction management system.

You go to the Agent Experience Concierge for:

- Anything that you need support with during your first 60 days as an eXp Realty agent.

You go into the world to reach Tech Outpost for:

- All questions about software and how to get your tech systems up and running.

You go to Onboarding:

- With any questions to do with your Onboarding experience

You go to your provincial FINTRAC officer:



- For any questions regarding filling out forms, our manual, or how to notify compliance of suspicious activities your Provincial Fintrac officers are : AB: Parm Sidhu; BC Peter Pfann; SK David Markus, ON Rick Sergison QC Donna Delonzo, NS Sandy MacDonald and NL Nevin Hollet. For reporting of large cash transactions, suspicious/terrorist activity contact Rick Sergison or Ron Roy

You go to the Mentor/Mentee Specialists:

- For all questions about becoming a Mentor or becoming a Mentee.
- For a review of the program
- For the signing of Mentee/Mentor Contracts
- For training
- For any questions that you may have while in the program.

I acknowledge that I have read and agree to be bound by the information disclosed in this handbook.

Agent Acknowledgement & Acceptance

Signature

Name

Date

