REALTYONEGROUP
APEX

Policies and Procedures Manual



REALTYONEGROUP APEX

Policies and Procedures Manual

Table of Contents

Introduction 5

Duties and Obligations 5

- Department of Real Estate 5
- Paperwork Policy 5
- Areas of Expertise 6
- Independent Contractor (Really Self-Employed) 6
- Licensing 7
- License Renewal 7
- 70/30 Coaching Program, also known as the Mentee/Mentor Program 7
- Coaching for Commercial or Multi-Family Residential (5 or more units) 8
- Mentoring and Coaching for Standard Residential Real Estate Business 8
- What Real Estate Expenses Are Agents Responsible For? 9
- Military Home Pros – Military Relocation In-House "Team" 9
- Commissions 9
- Transaction Fees and Other Closing Fees 10
- Caps for Transaction Fees 11
- Insufficient Funds Charges 11

Third Party Agreements and Referrals 11

Non-Standard Transactions Such as Landlord Assistance, House-Finding Services, Etc. 12

Office Policies 12

- Business Ethics 12
- Confidential Information 12
- Code of Business Conduct 13
- Sexual Harassment Policy 13
- Other Types of Harassment 13
- Smoking/Drugs 13
- Coronavirus Response and Other Public Health Issues 14
  - Staying Home When Ill: 14
  - Requests for Medical Information and/or Documentation: 15

Confidentiality of Medical Information: 15
Weapons 15
Pets in the Office 15
Teams & Assistants 16
Team Recruiting 17
Personal Information Updates 17
Termination 17
BAND, our Communications Platform & Calendar of Events 18
Office Facilities 18
"Private" Offices 18
Computer Usage 18
Telephones 19
Office Equipment 19
Mail 19
Advertising and Marketing 19
Advertising Guidelines 19
Signage 19
Print Advertising 20
Use of Realty ONE Group Apex Business Cards 20
Use of Social Media 21
Use of Third-Party Social Media Sites (e.g. Instagram, Facebook, YouTube, Tiktok) 21
Posting of Professional Contacts/Qualifications (e.g. LinkedIn) 22
Posting of Text (e.g. Facebook, Twitter) 22
Posting of Comments to Social Media Pages of Others 22
Posting of Photos 22
Posting of Audio/Video (YouTube and TikTok) 23
Telemarketing and the National and Colorado Do Not Call Registry 23
Email and CAN-SPAM Act 23
Insurance and Legal 23
Legal Action 23
In-House Disputes 23
Real Estate Settlement Procedures Act (RESPA) 23
Federal Fair Housing Act 23
Lawsuits and Risk Management Claims 24
E&O Insurance 24

Covenant to Cooperate 25
Agent Insurance Requirements 25
Personal Property Insurance for Agent Property Left in the ROG Apex Office Areas 25
Escrow Deposits 25
Optional and Required Meetings 25
Anti-Trust / Price Fixing 26
Revisions to Manual 26

Introduction

This manual should be used as a ready reference and summary designed to acquaint you with Realty ONE Group Apex's (or "Company") policies and procedures. We expect each Agent to read this manual carefully as it is a valuable reference for understanding the policies and procedures at Realty ONE Group Apex. This manual supersedes all previously issued manuals and inconsistent verbal or written policy statements. No oral statements or representations can change the provisions of this manual.

Nothing in this manual or in any other document or policy is intended to violate any local, state, or federal law.

Duties and Obligations

Department of Real Estate

The Colorado Division of Regulatory Agencies (DORA) requires that each Designated Real Estate Broker keep records of all real estate transactions handled by or through the Broker as well as establish a system to ensure all documents are turned into the Broker in a timely manner. The records shall be available at all reasonable times for inspection by the commissioner or his representatives. The Broker shall keep the records of each transaction for a period of at least three years from the date of termination of the transaction. Access to the Broker's files must be arranged through the Broker's office.

Realty ONE Group Apex requires all listing agreements, purchase contracts, and lease agreements be submitted to Realty ONE Group Apex within 48 hours (2 business days) of signing / execution. It is, therefore, the Agent's responsibility to see that Realty ONE Group Apex is provided any executed contracts, listing agreements, counteroffers, addendum, and lease agreements no later than 48 hours of the last signature date, (2 business days) including MLS printouts and any changes that need to be uploaded. Agents will also be responsible for ensuring all additional required documents are submitted to Realty ONE Group Apex on a timely basis. Any additional items which are subject for review must also be submitted for review as the transaction proceeds. Realty ONE Group Apex requires all transactions receive "Document Upload-Level" Transaction Coordination to better manage file compliance, etc., and will provide Agents and their assistants policies and procedures for this service; to facilitate Document Upload each Agent will provide permissions to Realty ONE Group Apex' Transaction Coordination Team through CTMe. **However, to ensure the Transaction Coordination Team is aware of new purchase contracts, listing contracts, etc., the lead agent for the transaction will email Transactions@ROGApex.com that new contracts exist.** Alternatively, Any contracts, etc., not managed within CTMe will be provided to the Transaction Coordination Team within 48 hours (2 business days) of completion/signature.

No less than three to five business days prior to the Closing Date of each transaction, Agent will submit their Commission Disbursement Authorization (CDA) for review to Transactions@ROGApex.com AND your contracted Transaction Coordinator (if you are using full transaction coordination).

Paperwork Policy

Realty ONE Group Apex requires that agents use CTMe Contracts as their MAIN file management system. **All title documents, contracts and related disclosures, inspection reports, sewer scope reports, septic inspection or health reports, earnest money receipts, repair invoices, warranty orders, CDA, final closing documents, etc., should be uploaded into the "Document Management" section of your CTMe Contracts "mother file" for each transaction.** Agents are required to email Transactions@rogapex.com when listing a property or putting a buyer under contract;

notification should occur within 48 hours of the occurrence (2 business days). Agents should provide the following information: Name of Client, Address of Property, whether a Transaction Coordinator will be working the file, and the projected day of closing. If an agent uses a Transaction Coordinator, we recommend cc'ing the Transaction Coordinator on the email when contacting Transactions@rogapex.com. Our Transactions Team (in-house or a hired TC if you use full transaction coordination) will upload the documents in your CTMe to the brokerage's transaction management system (Skyslope). Any notification by the Transaction Coordination Team to make additional documents available should be acknowledged and completed within 2 business days. Failure by an agent repeatedly (more than 3 occurrences) to upload necessary documents before or after a closing could result in the agent no longer being "paid at the table" delaying payment of commissions to agents by as much as 3-7 business days. PLEASE, PLEASE, PLEASE manage your transactions professionally and timely!

Areas of Expertise

An Agent shall not offer real estate services to the public that are outside the Agent's area of expertise or offer any services that the Agent is not competent in. At the option of the Broker, another Agent will be assigned to work with you or to personally assist you in such a transaction. In the event that compensation to the Agent is affected, the Broker, together with the Agent, shall negotiate a reasonable compensation agreement on that transaction.

In addition, Agents are NOT allowed at any time to practice Property Management or assist buyers and sellers with business opportunities (Business Brokerage) or engage in Commercial Real Estate Sales or Multi-Family Sales unless interviewed by the managing broker and approved in writing. Also, note that COMMERCIAL TRANSACTIONS (Including Multi-Family/5 units or more) HAVE A DIFFERENT FEE SCHEDULE AND IT IS THE RESPONSIBILITY OF THE AGENT TO REPORT THE TRANSACTION APPROPRIATELY; failure to report the transaction properly will result in no future commercial transactions being supported/allowed and/or agent termination.

There are no territorial boundaries. However, Agents shall be expected to offer the same level of service to all clients and customers in all market areas in which they practice. In addition, no Agent shall conduct activity in a state other than Colorado, unless they have an active real estate license in that state. If you have a license in another state, please provide a copy of your other licenses for the Realty ONE Group Apex files.

All Broker Price Opinions (BPO's) shall contain a statement disclaiming them as guarantees of value. Fees for BPO/s do not need to be processed through Realty One Group Apex. Agents producing BPOs should notify the Managing/Employing Broker as these activities must be reported each year by the brokerage when renewing our Business Liability Policy as well as Group Errors & Omissions Policy.

No Agent is authorized to render legal, appraisal, or tax advice to any person on behalf of Realty ONE Group Apex or the Broker. Under no circumstances is an Agent to deny or in any way discourage a customer or client from seeking the advice of an attorney of their choice. Rather, such activity should be encouraged.

The Agent shall make certain that all clients and customers read and understand the documents to a transaction. Should the customer or client have difficulty in reading the forms and agreements with the English language in general, advise them to retain an attorney or interpreter of their choice. In the event of an interpreter, have the interpreter sign as a witness to the agreement.

Once a customer or client has signed a document, they are entitled to and shall therefore receive a copy of the document upon its execution.

Independent Contractor (Really Self-Employed)

Agent hereby associates its license with Realty ONE Group Apex, with Agent hereby agreeing to act as an independent contractor to Realty ONE Group Apex upon the terms and conditions set for herein. Except as required by Federal, State or local law, or in violation of Company policy:

- Agent retains sole and absolute discretion and judgement in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales exchanges, leases, rentals, or other transactions, and in carrying out Agent's selling and soliciting activities;
- Agent is under the control of Realty ONE Group Apex as to the results of Agent's work only, and not as to the means by which those results are accomplished;
- Agent has no authority to bind Realty ONE Group Apex by any promise or representation; and
- Realty ONE Group Apex shall not be liable for any obligation or liability incurred by Agent.

Neither Agent nor any principal, employee, or assistant of Agent shall be construed to be an employee of Realty ONE Group Apex in any manner, under any circumstance, or for any purpose, whatsoever. As no employment relationship is contemplated or created hereby, (a) Realty ONE Group Apex shall not pay, on the account of Agent or any principal, employee, Agent, or assistant of Agent, any unemployment tax or other taxes required under the law to be paid with respect to Realty ONE Group employees; (b) Realty ONE Group Apex shall not withhold any monies from the fees of Agent for income Tax purposes; and (c) Realty ONE Group Apex shall not provide Agent or any principal or Agent's employee or unlicensed assistant with any benefits, including but not limited to pension, retirement, or any kind of insurance benefits.

Licensing

All Agents shall be active members of their local, state and National Board/Association of Realtors; for Realty ONE Group Apex the primary association is the Pikes Peak Association of Realtors. In a few rare circumstances another Association of Realtors in the area such as RE Colorado, Pueblo, Royal Gorge, etc., may be considered the Agent's primary Realtors Association. NO LICENSED REAL ESTATE ACTIVITIES MAY BE CONDUCTED WITHOUT THE APPROPRIATE ACTIVE LICENSE. Failure to join the association shall result in termination of this agreement and the withholding of commissions. If Agent has transferred their license from another brokerage, the local, state, and National Board/Association of Realtors together with NAR and CTMe Contracts should be updated by the Agent within 48 hours, or 2 business days. When transferring out of the brokerage it is the legal and ethical responsibility of the agent transferring to delete or edit any online (such as Google Business Pages, Facebook, Instagram, LinkedIn, etc.,) and printed representation tying the agent to Realty ONE Group Apex.

License Renewal

All Realty ONE Group Apex Agents agree to maintain an active Colorado real estate license with the Division of Real Estate. It is the Agent's sole responsibility to fulfill all continuing education requirements and file their renewal with DORA-Division of Real Estate in a timely manner. Should an Agent elect not to renew their license prior to the expiration date, Agent agrees to notify Realty ONE Group Apex, in writing or via email, of their intent to sever their license from Realty ONE Group Apex. Agent acknowledges that Realty ONE Group Apex will continue to charge the Agent Realty ONE Group Apex fees until such written notification is received. Realty ONE Group Apex may, at its sole option, sever the Agent's license with Realty ONE Group Apex if the Agent's license is not renewed on time. In addition, Agents agree to adhere to all DORA rules and regulations. It shall be the Agent's responsibility to be knowledgeable on the rules set forth by the DORA. Should a complaint be filed against an Agent at DORA, Agent agrees to immediately notify the broker, respond promptly to the complaint, and cooperate fully with the DORA.

70/30 Coaching Program, also known as the Mentee/Mentor Program

Newly Licensed Agents (not having completed five (5) home purchase/sell transactions, excluding rentals, referrals, personal transactions and BPOs) must enroll in a 70/30 Coaching Program at Realty ONE Group Apex. The New Agent will take on a Mentee position. The Mentee/Mentor Program is designed to help newly licensed agents to get accustomed to the real estate practice so a Broker or a Seasoned Agent (serving as Mentor) will be supervising a Mentee Agent in the first five residential sales made by the Mentee Agent.

Commission calculations for Agents participating in this program shall be based on gross commissions earned. Agents will receive 70% of gross commissions for each completed transaction, approved by broker, resulting in the payment of compensation to COMPANY, **less any applicable transaction fees, document storage fees (corporate), compliance fee (local), and transaction coordination fees.** Further, the 30% owed to the Company shall be based on **a minimum of 2.5% of the sales price**. Realty ONE Group Apex reserves the right to deduct any outstanding fees, dues or rents or any other monies owed from earned commissions due.

Agents returning to real estate or transferring from another state may also require additional supervision as they become acquainted with local markets, contracts, etc., and will be agreed in writing between the Agent and the Managing Broker within 5 business days of becoming active with Realty ONE Group Apex.

It is not unusual that newer agents often accept Company provided leads or clients with referral fees to third-party agents. Company provided leads or third-party referrals often are at 20-30% of gross commissions. In the event a Company provided lead or third-party referral is part of the five (5) mentored transactions Realty One Group Apex will adjust the mentor fee appropriately so that outside commission splits (company, mentor, or third-party agent referral) are capped at 50% of gross commissions. Transaction fees, Document Storage Fee (corporate), Document Upload Fee, and any applicable Transaction Coordination Fees will still be owed after Company lead commissions, mentor fees, and third-party referral fees are paid.

PLEASE NOTE: Because a large proportion of real estate transaction management is about communication with the Seller or Buyer, personal transactions DO NOT count toward the Mentee/Mentor program required number of transactions.

Mentees must manage their own transactions for the first three (3) residential transactions with all documents uploaded to CTMe Contracts as described above. Document upload to Skyslope **will always** be completed by the Transaction Coordination Team and is **NEVER** to be accomplished by the agent. The remaining two (2) residential transactions should be handled by the Transaction Coordination Team so that every "Emerging Agent" has the opportunity to experience the full realm of transaction management as well as the benefits of utilizing a transaction coordination team to maximize production and time management. After exiting the Mentor/Mentee program, Agents may elect whether to utilize the services of the Transaction Coordination Team or whether to manage their transactions themselves.

Team Leads with agents in the "Mentee Program" may be able to negotiate a slight reduction in mentee/mentor fees SO LONG as the Team Lead is willing to be responsible for a significant amount of the contract training, RevUp! Training, etc. Any agreement should be in writing with the Managing Broker PRIOR to the first residential/mentored transaction's Commission Disbursement Agreement being drafted.

Coaching for Commercial or Multi-Family Residential (5 or more units)

Because our agents are trained as residential specialists (1-4 single family homes/units), Agents are required to get permission from the Managing Broker before working with a Commercial or Multi-Family Residential client. When approval is granted, the first three (3) transactions of Commercial OR Multi-Family Residential will each require Coaching by the Managing Broker and will be assessed a 15% Coaching Fee at closing. The Coaching Fee will be applied to both types of transactions independently and cannot be combined.

Mentoring and Coaching for Standard Residential Real Estate Business

Realty ONE Group Apex believes that every agent deserves access to mentoring whether they are newly licensed or very experienced. We commit to our agents that either the Managing Broker, ROG Apex Leadership Team, or a group of volunteer experienced agents will always be available to assist with real estate questions. Additionally, we believe that Coaching is critical to help agents understand how to implement the wide variety of real estate tools to reach their goals and attain the productivity levels each agent independently desires to achieve. Coaching will be provided to newly licensed agents for their first 2 years free of charge with no limits to the numbers of sessions. Additionally, transferring

agents will be provided unlimited coaching sessions free of charge for 1 year following joining ROG Apex. After these initial periods, every agent will have free Coaching quarterly. Coaching will also be available (for a fee) beyond these limits; paid Real Estate Productivity Coaches generally meet with clients weekly or every other week and therefore require a differing approach/pay arrangement.

What Real Estate Expenses Are Agents Responsible For?

Because Realty One Group Apex is a 100% Commission Model (except for new licensees in the Mentor/Mentee Program) Agents generally keep over 95% of all earned monies in their pockets BUT are responsible for paying Errors & Omissions (E&O) Insurance as a group policy 2-times annually ($150 in Jan and $150 in July), CTME Contracts monthly fees, MLS and National Association of Realtor Fees, Sentrilock Fees, individual production/lead generation marketing fees, monthly Realty One Group Apex Office Dues/Fees ($120), etc. Realty One Group Apex pays no regularly recurring fees on behalf of Agents. However, Realty One Group Apex DOES pay for lead generation (for a 20-30% referral fee depending on the category), Realty One Group Apex brand awareness marketing, The Military Home Pros marketing, multiple client appreciation events/opportunities through the year, and other brand related business marketing.

Military Home Pros – Military Relocation In-House "Team"

Realty ONE Group Apex has created an in-house "Team" focused on leveraging both Owner's military background and connections at the local Air Force installations. Realty ONE Group Apex will market and develop this "team" in an effort to provide consistent, high-quality real estate services to Active, Reserve, Retired and Veteran Military Clients. Participating in this "Team" and receiving Military Relocation Referrals from Realty ONE Group Apex is voluntary and the

Owners and Managing Broker of Realty ONE Group Apex are not obligated to accept or maintain any Agent on the Military Home Pros "Team."

Standard Services to be provided include a 1-Year Home Warranty on every home purchased or sold, connecting the client with Move Easy for moving Concierge services, and providing a 5% listing commission (2.5% to Listing Side and 2.5% to Buyer Side). In return for marketing and garnering referrals for the Military Home Pros a 20% Referral Fee will be paid to Realty ONE Group Apex from gross commissions; transaction fees, document storage fees (corporate), and document upload fees (local) will also be paid like any other transaction. Repeat business for a Military Home Pros client will be paid at a 12% referral fee on gross commissions instead of 20%; no limitation on timeline for repeat business applies. These referral fees allow Realty ONE Group Apex to continue to market the Military Home Pros and bring in additional clients/leads.

Military Home Pro Agents have the flexibility to include their clients, referrals, etc., in the program SO LONG as the Military Home Pros "package" is honored and may utilize the Military Home Pros logo, program information, etc., in their marketing with NO lead/referral fee due to Realty One Group Apex so long as the agent or referral are generated from the agents' efforts.

Realty ONE Group Apex reserves the right to deduct any outstanding fees, dues or rents or any other monies owed from earned commissions due.

Commissions

Agents shall have the sole right to charge and accept whatever commission amounts they choose. However, in order to preserve the image of Realty ONE Group Apex as a full-service (not discount) brokerage all Agents are requested to not offer a Buyer's Agent commission of less than 2.5% in the MLS. Under NO CIRCUMSTANCES SHOULD A BUYER'S AGENT COMMISSION BE SUBMITTED IN THE MLS UNDER REALTY ONE GROUP APEX'S BROKERAGE NAME FOR LESS THAN 2%. All commissions will be planned to be paid at the table. Agents are required to submit their Commission Disbursement Agreement to the Managing Broker through Transactions@rogapex.com for approval no less than 5 to 7 business days prior to closing (non-weekend days only; please don't count on us reviewing a CDA over a weekend). Failure to submit a complete Commission Disbursement Agreement for timely review can affect commissions being paid at the closing

table. Team members should have Commission Disbursement Agreements signed off by the Team Leader prior to submitting to the Managing Broker through Transactions@rogapex.com for approval/review.

A decision to proceed with legal action, mediation or arbitration against a party owing a commission to Realty ONE Group Apex shall remain solely with the Broker/Owners. The Broker shall not have any monetary obligations to the agent or any other party, resulting from brokerage fees that are uncollected. Should the Agent be named in mediation or arbitration as the Respondent, Realty ONE Group Apex reserves the right to require the total amount of the disputed commission together with any fees associated with the arbitration to be held by Realty ONE Group Apex until the arbitration results are received. Should Realty ONE Group Apex and the Agent not prevail, Agent agrees to pay all commission amounts together with any arbitration fees immediately to Realty ONE Group Apex.

While it is advisable that any agreement to share commissions between Agents within Realty ONE Group Apex shall be done so in writing our office culture does encourage open collaboration and therefore the Managing Broker will make every effort to support any commission sharing agreement made between agents…whether written or verbal. In the event of a commission dispute between Agents the Broker will have the final decision but may use an internal panel of agents for guidance if he/she so chooses. If a commission dispute is NOT resolved prior to closing the full commission will be held by the Broker in the Commissions Account until the dispute is resolved or the Broker makes a determination on the disagreement. Determination regarding commission disputes between Agents licensed with Realty ONE Group Apex.

While an Agent has full discretion to negotiate commissions with Sellers/Buyers the Agent DOES NOT have the authority to reduce, defer or replace any portion of Realty ONE Group Apex's fees without the written consent of the Broker.

In the event an Agent's earned gross commission (before referral fees, etc.,) is less than $2000 (such as on small parcels of land) the transaction fee, document storage fee, and compliance fee shall be replaced by a 10% commission or $75 whichever is greater. These transactions MAY NOT count as one of the five mentored transactions.

Transaction Fees and Other Closing Fees

As a transaction-based brokerage, Realty ONE Group Apex is dependent the appropriate transaction fees being accounted for on each closing via the Commission Disbursement Authorization (CDA) also called a "Disbursement Authorization" in some brokerages. FEES WILL ALWAYS BE CALCULATED PER SIDE REGARDLESS OF WHETHER THE TRANSACTION IS A RESIDENTIAL OR COMMERCIAL TRANSACTION.

FOR RESIDENTIAL TRANSACTIONS, the following should be reflected on the CDA and submitted no less than 5-7 business days prior to closing. Details may change periodically and will be reflected on the CDA in the notes sections and may not in this Office Manual until the next revision. However, for Residential transactions (up to a 4-plex) the "Basic Transaction Fee" will be calculated at $200 per $200,000, rounded up and not prorated. For a transaction of $0-$200,000 the Basic Transaction Fee will be $200; for $201,000 to $400,000 the fee will be $400, and so on. The Document Storage Fee of $175 is collected by Realty One Group Corporate to help pay for much of the technology package to include Skyslope, One Suite, etc. Additionally, Realty ONE Group Apex collects a $150 Compliance Fee that pays for the staff to upload documents for the agents to Skyslope as well as pays for staff time to provide compliance services, etc. When an Agent opts to use Full Transaction Coordination services through one of our approved TC providers the fee to Realty ONE Group Apex is reduced to $75 to cover the compliance services portion as the other $75 portion has been negotiated to be part of the TC's charges since they will be accomplishing the Skyslope uploading portion. **These fees will apply to all transactions AND ARE PER SIDE**. However, other fees that may belong on the CDA may include a credit from the Seller/Buyer/Builder—these credits will NOT affect the transaction fee calculations at all since the Basic Transaction Fee is calculated off the Home Price on which the commission is calculated (details are in the instruction block of the CDA and may be different than the contracted sales price). Additional fees that may be tracked on the CDA also can include Mentor fees, Company Lead Splits, Referral Fees, Home Warranties, etc.

FOR COMMERCIAL TRANSACTIONS carry more risk to the brokerage as these types of non-residential transactions must be reported each year when renewing the brokerage's business liability and brokerage Errors and Omissions policies and therefore drive-up costs to Realty ONE Group Apex. As a result, while most of the fees for a commercial transaction are the same as the residential transaction fees reflected above the Basic Transaction Fee IS CALCULATED DIFFERENTLY as $200 per $100,000, rounded up and not prorated. Additionally, Residential Units with 5 units are more are considered "commercial". Additionally, just as in Residential transactions, Commercial transactions that are being handled as dual representation (meaning the Realty ONE Group Apex agent is representing both Buyer and Seller) will pay all fees PER SIDE (or will pay all applicable fees times 2). It is the responsibility of the Agent to report the transaction appropriately on the CDA. Failure to report a transaction properly can result in the Agent being asked to pay the correct amount at a later time or can result in the Agent not being supported to transact Commercial properties in the future and can also result in termination if the Brokerage Owners feel the misreporting was intentional with the intent to mislead Realty ONE Group Apex.

Caps for Transaction Fees

At Realty ONE Group Apex we strive for our agents to Thrive rather than Survive and when we say we are here to help your business grow we couldn't believe that more! As a result, we have implemented caps on transaction fees for non-mentored/non-coached transactions.

- $14K per individual then $300/transaction regardless of Property Price-Point (equates about 45 transactions at Keller Williams or Similar)
- Teams
    - Team Member 1 $14K
    - Team Members 2-5 $10K each
    - Team Member 6+ $8K
- Spousal Teams
    - Team Member #1 $14K (lead)
    - Team Member #2 $8K

Insufficient Funds Charges

If an automatic charge is returned because of insufficient funds or because an account had been closed and Realty ONE Group Apex had not been notified of such account closure, an insufficient funds charge of Thirty-Five Dollars ($35.00) will be assessed. All insufficient funds charges are per occurrence. Any fees owed at the time of a closing will be included on the Commission Disbursement Agreement such that the agent's account is fully caught up. In the event the bank assesses a higher insufficient fund charge to Realty ONE Group Apex that fee will be passed along to the Agent.

Third Party Agreements and Referrals

Agent expressly agrees that any third-party agreements (excluding referrals from other Real Estate Agents/Brokers) that materially affect the conduct of their business or may be subject to scrutiny of any governing agency must be approved in writing by the Managing Broker.

Referrals being paid into Realty ONE Group Apex by outside offices will generally need to be made payable to Realty ONE Group Apex rather than the individual agent (common practice across the country). Referrals being paid through Realty ONE Group Apex will have a $200 fee per $2500 transaction fee (not prorated) effective 1 October 2022. Agents receiving the referral are requested to complete a Referral Disbursement Form so that the income can be tracked for the year's 1099. Once the Referral Agreement (copy), Referral Check, and Referral Disbursement form are received by

the Managing Broker or designee Realty ONE Group Apex will deposit the check and issue a check to the Realty ONE Group Apex agent generally no less than 48 hours after receipt.

Additionally, when Realty One Group Apex management/staff places a referral with one of our agents 5% will be added on top of what the referring agent requests from gross commissions; for example, if the referring agent requests 25% and the Apex team places it with you the total referral commission will be 30% total with 25% paid to the referring agent and 5% retained by Apex. These fees are due regardless of what is incorporated on the referring agent's referral form. Failure to honor this arrangement will result in the accepting agent being removed from the referral list. When referrals from an outside party are received Realty One Group Apex management will deposit the check and will disburse funds to the receiving agent when a copy of the referral agreement AND an ROG Apex Referral Payment Form is received so that we may track these incomes with your other transactions for the year and report on a 1099 at the end of the year.

Realty ONE Group Apex agents ARE NOT TO SPEAK ON BEHALF OF THE BROKERAGE and pass a referral on to another agent in the brokerage. Meaning, if a Realty ONE Group Apex agent receives a call from another agent at an outside broker and the Apex agent is able or capable of taking the referral, THEY SHOULD NOT recommend other agents to the outside referring agents as Apex agents don't have enough knowledge about other brokerage agents to make these qualified recommendations. RATHER, the Apex agent should direct the outside referring agent contact the Apex Managing Broker and the Managing Broker will help place the agent.

Non-Standard Transactions Such as Landlord Assistance, House-Finding Services, Etc.

Realty ONE Group Apex encourages agents to think outside the box when it comes to developing their business model. As such, some real estate transactions don't fit nicely into the transaction fee model described above. In those instances, when approved by the Managing Broker, those activities will be captured on a Disbursement Form for Non-Standard Transactions. As of January 2023, the transaction fee calculation will be 8% of the gross commission earned on non-standard transactions.

Office Policies

Business Ethics

Realty ONE Group Apex Agents will maintain the highest ethical standards in the conduct of Realty ONE Group Apex affairs. The intent of this policy is that each Agent will conduct Realty ONE Group Apex business with integrity and comply with all applicable laws in a manner that excludes considerations of personal advantage or gain.

Confidential Information

Realty ONE Group Apex's confidential and proprietary information is vital to the current operations and future success of the Company. Each Agent shall use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. Agent shall not give out usernames or passwords or any other access to any internal systems. In no event shall confidential information be disclosed or revealed within or outside Realty ONE Group Apex without proper authorization or purpose. If an Agent is uncertain whether certain information should be treated as confidential, the agent should presume that such information is confidential and not disclose it without proper authorization.

By way of example, confidential or proprietary information will include information regarding Realty ONE Group Apex's business methods, business plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, operations, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, buyer or seller presentations, printing systems, employee health/medical records, system designs, customer lists, and methods of competing.

Code of Business Conduct

Realty ONE Group Apex expects all agents to conduct business consistent with Realty One Group Apex values and in accordance with applicable laws and requires that all agents exercise the highest degree of honesty and integrity in all interactions. Agents should conduct themselves in an appropriate business-like manner in all activities and relations with fellow agents, customers and potential customers. Realty ONE Group Apex Agents will, to the best of their ability, cooperate with agents from other brokerages as well as with agents within our brokerage, so long as such cooperation is in the best interests of their clients.

Any Agent whose conduct, actions or performance violates or conflicts with Realty ONE Group Apex's policies or corporate values may be released from their contract agreement immediately and without warning. This code in no way alters the at-will relationship or the independent contractor/self-employed relationship.

Sexual Harassment Policy

Sexual harassment is a form of unlawful sex discrimination and in violation of both state and federal employment discrimination laws. It is also a violation of Realty ONE Group Apex's policy with respect to equal employment opportunity. Sexual harassment is defined as follows:

- Unwanted advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that interferes with work performance or creates a hostile work environment;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects, or pictures, cartoons, or posters;
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicitly jokes, or comments about an employee's body or dress; and
- Physical conduct: touching assault, impeding, or blocking movements.

Realty ONE Group Apex will not tolerate sexual harassment of its employees and any persons found responsible for sexual harassment are subject to disciplinary action up to and including immediate discharge. If you feel you have been sexually harassed, please report any and all incidents to your supervisor. This company takes such complaints very seriously and will conduct a prompt, thorough, and confidential investigation.

Other Types of Harassment

Prohibited harassment based on race, color, national origin, ancestry, religion, physical or mental disability, age, sexual orientation, or other protected basis, includes behavior like sexual harassment such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs;
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching or blocking normal movement; and
- Retaliation for making harassment reports or threatening to report harassment.

Smoking/Drugs

In the interest of promoting a professional image both in and out of the office, coupled with the health, safety, and welfare of others, the following policies must be strictly adhered to: All of our offices are non-smoking offices. Smoking may be permitted outside of the office or on the grounds, but not at the front entrance in accordance with building regulations. Smokers are asked to dispose of smoking materials property. In addition, it is prudent for any Agent not to smoke in the presence of customers or clients.

Illegal drugs shall not in any way be brought onto the property of Realty ONE Group Apex. Said property shall include, but not be limited to, any property owned or leased by Realty ONE Group Apex, any property that is listed for sale or rent by Realty ONE Group Apex, and any property under management by Realty ONE Group Apex. If a prescription drug

is a “controlled substance,” the Agent shall not use such a drug while in the performance of their duties as an Agent for Realty ONE Group Apex; especially when driving in connection with duties as an Agent. During that period, arrangements are to be made for someone to “cover” your business activities. All prescribed drugs shall be used in strict compliance with the directives of the prescribing physician. There is no justifiable reason to subject us or any other person to a dangerous environment through the unwise and unprofessional uses of these substances.

Coronavirus Response and Other Public Health Issues

The Coronavirus Pandemic has significantly affected our profession, the economy, and how we live our lives. It is paramount that all Realty ONE Group Apex Agents adhere to guidance published by the Federal authorities, Colorado Governor, and the Colorado Department of Health regardless of personal thoughts/feelings on the matter. Our livelihood as real estate professionals is dependent on us following the rules as provided to us.

Preventing the Spread of the Illness in the Workplace:

Most immediately, to protect against getting the disease, Agents and employees should do the following:

- Wash hands frequently with soap and water for at least 20 seconds and then rinse off;
- Utilize hand sanitizer that contains at least 60-95% alcohol;
- Cover one's mouth with tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available);
- Discard tissues used when sneezing;
- Avoid contact with sick individuals; and
- Practice proper hygiene;
- Adhere to personal distancing rules as shared by the CDC
- Consider all recommended vaccinations based on their Health Care Provider’s Advice
- If traveling, employees should check the CDC’s Traveler’s Health Notices (available here: https://wwwnc.cdc.gov/travel/notices) for the latest guidance and recommendations for each country to which you will travel. Employees should check themselves for symptoms of acute respiratory illness before starting travel and notify their supervisors and stay home if they are sick.

Staying Home When Ill:

Many times, with the best of intentions, employees report to work even though they feel ill. During flu season and/or the Coronavirus pandemic, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: fever, cough, shortness of breath, sore throat, runny or stuffy nose, headache, and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people who have symptoms of acute respiratory illness stay home and not come to work until they are free of fever (99.0 degrees or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (i.e., cough suppressants). Employees should notify their supervisor and stay home if they are sick. Employees who report to work ill or become sick during the workday will be sent home immediately and separated from other employees in accordance with these health guidelines.

Reporting to Work When Not Ill:

A severe coronavirus pandemic could result in a significant level of absenteeism. Some employees may be unable to work if they become ill due to the virus while others may need to remain home to care for ill family members or simply to provide care for children during school closings. During this time, unless otherwise notified, our normal attendance and leave policies will remain in place. We will be flexible in administering our attendance policies to encourage sick employees to stay at home if they have symptoms of acute respiratory illnesses. Individuals who believe they may face challenges reporting to work during a severe pandemic should take steps now to develop any necessary contingency

plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule

Requests for Medical Information and/or Documentation:

- Depending on the circumstances, if you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, whether and how it relates to Coronavirus, and that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.
- If you are well but have a sick family member at home with the Coronavirus, you should notify your supervisor and refer to CDC guidance for how to conduct a risk assessment (available here: https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html) of your potential exposure.

Confidentiality of Medical Information:

Your health information will be kept in the strictest confidence. We ask that you inform us if you pose a direct risk to the safety of other employees such that we are able to guide you appropriately while complying with our legal obligations under state and federal laws. Our policy is to treat any medical information obtained from a disability-related inquiry or medical examination, as well as any medical information voluntarily disclosed by an employee, such as contracting the Coronavirus, as a confidential medical record. In furtherance of this practice, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

Weapons

Realty ONE Group Apex does not want to interfere with an individual's right to bear arms if properly licensed. All agents who are licensed to carry must file a copy of their permit with the Broker and that copy will be retained in the Agent's personnel records. Non-Agents and other persons who enter company property may carry so long as they can offer proof (when asked) of proper permitting for open or concealed carry (as applicable).

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation including all firearms, illegal knives or other weapons covered by the law. Legal chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy. If you have a question about whether an item is covered by this policy, please ask your Managing Broker.

Pets in the Office

Realty ONE Group Apex is a pet friendly environment. However, we ask that you be respectful of other users and ensure your pet is obedient, clean, and socially adapted for our office environment where people often come and go. Under no circumstance are pets allowed on any furnishings. Pets who bark, jump, or otherwise ignore a person's privacy will not be allowed to return to the office. Additionally, the pet owner is responsible for ensuring food, water, and potty breaks are provided. All pet wastes are to be picked up by the owner and property disposed of (preferably not in the office trash cans due to odor). Any Agent or Staff bringing a pet into the office is completely and solely liable for any injuries or any damage to personal property caused by the animal. Any repair or cleaning/maintenance costs incurred by an animal will be charged in full to the owner.

All pets must be leashed at all times and must be in the continuous full control of their owners (exceptions for pets that respond to verbal command and don't tend to greet visitors upon entry may be made by Office Management (Owners or Office Manager). They should be in the physical presence of the owner, in the owner's office, or in the space around the owner's desk at all times. Owners are expected to clean up, completely and immediately, after their animals.

Teams & Assistants

Realty ONE Group Apex recognizes and encourages the use of personal assistants, both licensed and unlicensed to assist in Agent's real estate career. Such personnel are often employees of the sales Agent and are subject to withholding, insurance and minimum wage benefits of the employer-employee relationship. All licensed Agents – assistants or team members – will be required to sign an Independent Contractor Agreement with Realty ONE Group Apex. In addition, all licensed assistant and team members must have a separate written agreement with the team leader outlining the terms and conditions of the work relationship; including but not limited to details of compensation, duties and dissolution of the agreement. The form of such agreements shall be approved by the Broker.

A copy of each executed agreement must be submitted and approved by Realty ONE Group Apex and will be placed in each of the Agent's files with Realty ONE Group Apex. The payment of Realty ONE Group Apex fees, board dues and other fees resulting from their relationship shall be substantiated by the agreement between the team leader and team members.

If the assistant is unlicensed, the assistant shall not be permitted to unlawfully engage in any professional real estate activity for which a license would be required. No commission will be shared with said unlicensed assistant as this is in violation of state law. An unlicensed assistant shall not directly or indirectly, solicit or attempt to solicit real estate business of any type. If any of the terms of these policies are violated, Agents may be immediately released from their Agreement.

Examples of permitted activities of an unlicensed assistant:

- Receive and forward phone calls to his/her employing broker or another licensee in the brokerage;
- Submit listings and changes to a multiple listing service, but only if the listings or changes are based on data compiled and provided by a licensed broker or agent;
- Assist a broker or salesperson in assembling documents for closing;
- Obtain copies of public records from the property appraisers office, clerk of court, or tax office;
- Have keys made for firm's listings;
- Record and deliver earnest money, security deposits, and other trust monies to an approved title company;
- Type offers, contracts, and leases from drafts prepared by an active licensee with the firm using our transaction management system;
- Check license renewal and personnel files for the broker and salespersons with the firm;
- Computer commission checks and act as bookkeeper for the firm's operating bank accounts;
- Place "for sale" or "for rent" signs on property at the direction of a broker or salesperson with the firm;
- Order and supervise routine and minor repairs at the direction of a broker or salesperson with the firm;
- Act as a courier to deliver or pick up documents, keys, etc.;
- Make routine phone calls to coordinate or confirm appointments between brokers, salespersons and other persons;
- Schedule appointments for showing property for sale or lease;
- Show rental properties managed by the broker or prospective tenants;
- Complete and execute preprinted for leases for rental property managed by broker.

Examples of PROHIBITED actives of an unlicensed assistant:

- Show properties for sale to prospective purchaser;
- Solicit listing or management contract from perspective clients;
- Answer questions concerning properties listed with the brokerage, except to confirm that the property is listed, to identify the listing broker or salesperson, and to provide such information as would normally appear in a simple, classified newspaper advertisement (e.g. location, price, number of rooms);

- Prepare promotional material or advertising of properties for sale or lease without the lead agent's review and approval;
- Discuss or explain listings, management agreements, offers, contracts, or other similar matters with persons outside the firm;
- Negotiate the amount of rent, security deposit or other lease provisions in connection with rental properties managed by the firm.

All commissions due to the team will be paid through the Broker. Team leaders must sign off on all "Commission Disbursement Authorization" forms submitted by any of the team's agents.

The team leader is responsible for the conduct and fees of any personal assistant or team member and shall indemnify Realty ONE Group Apex and the Broker for any errors or omissions of or damages caused by any personal assistant or team member. All team names must be approved by the Company, subject to Colorado Real Estate Commission rules and regulations; Team Leaders and team members will be responsible for any costs associated with any branding or rebranding.

The team leader, or their designee, shall provide the Broker with a current record of each team's membership and each team member's team agreement. This roster should be provided to the Broker at initiation of the Team, or transfer in to Realty ONE Group Apex, or with 72 hours of a change to the roster either by deletion, addition, or change in splits/fees.

The team leader shall designate one member of the team as the designated licensee to be responsible for team advertising and it shall be the team leader's responsibility to ensure compliance with all advertising rules and regulations.

Any agent that is not working under only their legal first and last name is considered to be working under a team name and all of the team rules apply.

Team Recruiting

Teams and team leaders may approach other Realty ONE Group Apex Agents regarding joining a Team BUT AT NO TIME should a Team or team leader repeatedly approach an Agent or otherwise make a fellow Agent feel they are being pressured to join a team. If a Realty ONE Group Agent complains about approach tactics or pressure regarding joining a team that team and all its team members will be prohibited from approaching any Realty ONE Group Agent about joining a Team for the duration of that Team's presence at Realty ONE Group Apex. Any Agent wishing to join a team may freely do so but should never feel pressured to join a team. If a team leader ceases to work for Realty ONE Group Apex, they may not recruit agents from Realty ONE Group Apex for two years (this non-recruiting provision would also apply to members of a team leader's team who ceases to work for Realty ONE Group Apex). This provision applies to recruiting before or after departure.

Personal Information Updates

Agents must notify Realty ONE Group Apex with any address, phone numbers, e-mail addresses, bank account, credit cards or emergency contact information, should it change after joining Realty ONE Group Apex.

Termination

Agent's agreement is effective as of the "Effective Date" on Agent's contract and shall remain in full force until written notice from either party to the agreement is delivered to the other party expressing their desire to terminate the agreement. Realty ONE Group Apex or the Agent may terminate their agreement at any time in writing. Upon termination of the agreement, Agent's pending deals shall be closed at Realty ONE Group Advantage and compensation therefrom, minus normal Realty ONE Group Apex fees/expenses (including mandatory document upload fee which is currently $150) shall be deducted from Agent's commission. Any active listings are to be forwarded to the Agent's new brokerage in a reasonable time if the Agent leaves in good standing, pays all outstanding fees in full and the Client(s)

sign necessary paperwork to transfer the files to the transferred brokerage. Agent shall forfeit all proceeds and listings if a replacement brokerage is not established within seven (7) business day of termination, of if he/she leaves the business. Monthly office dues will not be ceased until all signs, keys, etc., owned by Realty One Group Apex are turned in and acknowledged by Realty One Group Apex management.

BAND, our Communications Platform & Calendar of Events

Realty ONE Group Apex communicates with our Agents via the use of the Band app. The Calendar of events, training and workshops is located in Band. New information will be posted as it becomes available. All Realty ONE Group Apex Agents are required to install the Band app and leave Band active with notifications left turned on (at a minimum, notifications from the "Important Messages" channel must remain active and turned on). Communication and cooperation within the office and amongst Realty ONE Group Apex Agents is encouraged and can be facilitated here. Broker Questions will be answered quickly if posted in the Broker Questions group. Please be considerate of others when posting in Band. Post only from 8:00 AM to 8:00 PM in the discussion groups.

Kerri Kilgore and Owen Davies responds to text messages best; second best method of communication is a telephone followed by email. BAND may be used for general real estate questions or input from other brokerage agents. If you desire a response DIRECTLY from Kerri Kilgore or Owen Davies please connect with them individually through text first, phone, or email. However, due to the volume of emails our Owners/Managing Broker receives, emails may be missed so if you send an email to Kerri Kilgore or Owen Davies please ALSO TEXT them that you've sent an email.

Office Facilities

"Private" Offices

Realty ONE Group Apex offers a "Starbucks-like" work environment for Agents along with a "ONE Day" offices with desks for day use if a more private environment is desired or a significant amount of time will be spent on the telephone. Realty ONE Group Apex's office space was not designed to accommodate private/semi-private offices. As a courtesy to both management and your fellow agents, PLEASE do not utilize an office or desk as though it is your personal property. Agents working out of the Woodland Park drop-in office may leave personal items in those desks (they have drawers) but are requested to not leave personal items out for public view to the extent that it impacts the "feel" of the office for other agents using the location to meet and greet clients.

Computer Usage

Realty ONE Group Apex provides and maintains some computer equipment for Agents to use for real estate business purposes only. In addition, only licensed Realty ONE Group Apex Agents may use the computers in the Realty ONE Group Apex office. Family member, clients, or customers may not use the computers. However, family members, clients or customers MAY utilize the WIFI on their personal computers/devices. The following are strictly prohibited while using Realty ONE Group Apex computers:

- Installing, uninstalling, modifying, or downloading of any files or software;
- Changing or altering any settings;
- Viewing or downloading illicit material such as pornographic websites, accepting e-mail containing illicit content, etc.;
- Gaming or gambling of any kind; and
- Use of chat rooms.

Any duplication of software is a violation of Federal Copyright Law and is also strictly prohibited.

Telephones

Realty ONE Group Apex does not provide telephones. Agents are encouraged to utilize their cell phones for calls made from the office. Realty ONE Group Apex utilizes a 24/7 telephone answering service, Answer Connect, who can direct callers to listing agents, etc. We have eliminated the traditional Real Estate Receptionist in order to control costs BUT MORE IMPORTANTLY to provide confidence and assurance that there is no opportunity for a real estate lead to be "poached". If an Agent/Team renting the private office desires a non-cell telephone they are responsible to make their own arrangements for telephones and Realty ONE Group Apex shall have the exclusive right to approve or deny approval of any phone system installation in private offices.

Office Equipment

Realty ONE Group Apex provides various pieces of office equipment to assist Agents with their real estate business. The equipment may not be used for personal usage or personal usage of a family member, client, or customer. Please be mindful when selecting color copies over black and white copies since Agents are not charged individually for this privilege.

Mail

In accordance with Federal Law, all mail delivered to the office will be deemed company mail. Mail delivered to the office may be opened and reviewed by office personnel and distributed appropriately. It is not the responsibility of Company to notify Agent about mail that has been delivered to any Company office or branch location.

Advertising and Marketing

Advertising Guidelines

All Agents agree to comply with Realty ONE Group Apex marketing guidelines. Advertising for this section shall include all print advertising (flyers, classified ads, home magazines, mass mailings, emails, internet/websites, signs, social media, business cards, stationary/letterhead, etc.), and mass communication, intended to promote a property or solicit Buyers or Sellers, including all emails. Unless specifically agreed to, the Broker is NOT obligated to pay in whole or in part, the advertising for an Agent's listing inventory or any other form of advertising including personal promotion. At no time may an Agent give the impression that they are the company/brokerage and they must always indicate the complete name of our brokerage proximate to wherever they provide their contact information. They should not use the Company Name or any iteration in an email address or domain name. Additionally, the following words MAY NOT BE USED in your domain name, email address, or Team name: a. Realty, b. Real estate, c. Realtors, d. Company, e. Corporation, f. Corp., g. Inc., h. LLC, i. LP or LLP, or j. Any other term that would imply a separate entity from the Brokerage Firm.

Signage

Realty ONE Group Apex yard signs are available for use by Agents with a Rider attached with the Agent's name, contact information, and branding (if applicable). Three sign riders will be ordered for each Agent as part of their onboarding. While there are various types of Realty ONE Group signs available on the marketplace WE HIGHLY ENCOURAGE Realty ONE Group Apex agents utilize the Round signs as much as possible. While generic Realty ONE Group Apex signs are available for use, Agents are encouraged to procure their own signs if they anticipate listing more than 3-4 homes per year. If an Agent desires to utilize a sign other than the Round Realty One Group template, it is advised that the Agent submit the desired sign proof to the Managing Broker for coordination in order to ensure we are portraying a consistent "image" of Realty ONE Group Apex in our region. Some regional neighborhoods do limit sign size to 12"x12" which will require signs not be round in design; these 12"x12" signs DO NOT require broker review.

All signs are required to have the following:

- The "Realty ONE Group Apex" logo/name must be prominently and correctly displayed; it should appear as large as or larger than the agent name or team name;
- All yard signs (unless the 12"x12" format) should be similar to the ROUND signs provided by the office
- Traditional frame mounted square/rectangular signs may be more appropriate in rural or windy areas but please be minful that we are trying to create an image around the region that helps our brand stand out with the round hanging signs being used whenever possible
- The visual appearance of the sign must uphold Realty ONE Group's brand integrity (franchisor); and

For proper usage of logo and colors, visit Branding.RealtyONEGroup.com. Please use the logos under the DBA section and use "Apex," with our full legal name (DBA) being Realty ONE Group Apex.

Print Advertising

All print advertising must include the Realty ONE Group Apex logo and/or the Realty ONE Group Apex name. Logos are available in all formats from the Company. The ads must contain your name, your phone number and the brokerage name (Realty ONE Group Apex). The brokerage name must be prominently displayed every time you provide contact information (i.e. the brokerage name must be displayed with your name and contact information). This applies wherever you provide your contact information in print, on-line, and in emails and texts.

From time to time, Realty ONE Group Apex may subscribe to content that can be used by the Agent for their promotions. The copyright of the providing entities must be respected. This would apply to all forms of advertising, including Social Media, websites, newsletters, all print media, etc.

Use of Realty ONE Group Apex Business Cards

The following rules apply to the use of Realty ONE Group Apex business cards by Agents, Assistants and company employees.

- Assistants licensed with Realty ONE Group Apex. If an assistant to a Realty ONE Group Apex is licensed, the Assistant must be registered as an active agent, sign an Independent Contractor Agreement and pay monthly site access fees/office dues. The Assistant would have the right to carry and distribute Realty ONE Group Apex business cards.
- Non-licensed Assistants. If an assistant to a Realty ONE Group Apex Agent does not hold an active real estate license, the assistant has the right to carry and distribute Realty ONE Group Apex business cards as long as:
    - Their title is accurately displayed,
    - The National Realtors logo is not used, and
    - Realty ONE Group Apex quality control standards are met.
- Non-licensed Employees of Realty ONE Group Apex. An employee of Realty ONE Group Apex (i.e. receptionist, administrative, office manager, etc.) has the right to carry and distribute Realty ONE Group Apex business cards as long as:
    - Their title is accurately displayed,
    - The National Realtors logo is not used, and
    - Realty ONE Group Apex quality control standards are met.

Realty ONE Group Apex is committed to assisting Realty ONE Group International in the promotion and protection of the Realty ONE Group name and trademarks.

Use of Social Media

The internet offers a variety of ways to promote services and client properties. Agents who use the internet or social networking sites to promote themselves or their business are also representing Realty ONE Group Apex. This policy is intended to cover any conduct that reflects adversely upon Realty ONE Group Apex. Said conduct may be reviewed under this policy.

Whether it is a personal website, email, participation in email discussion groups, social network sites or use of any other internet tools, there are certain standards that shall be upheld no matter how messages are sent, such as the following:

- Name/Logo of Brokerage displayed prominently;
- Name/Logo displayed prominently on each page;
- Name of the Agent responsible for the website;
- Any other requirements mandated by state law and regulation.

Agent is responsible for ensuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying the Agent. Agent shall NEVER link or cite articles of newspapers, magazines or general circulations in any blog or Agent's website, unless Agents obtains written permission to use the materials from the original publishing source. Copyrights are vested immediately with the author of an original work even if the copyright is not filed with the U.S. Copyright Office. The copyright owner has the right to say who may use the work, in what format and for what purpose. Simply stated, if you want to use something you did not create, make sure you have the right to do so. And if you do not, contact the person who did create it, the copyright owner, and get permission to use it.

Agent shall immediately change, modify or cease any and all internet and Social Media activity upon Realty ONE Group Apex's demand if it determines, in its sole and absolute discretion that Agent's Social Media or internet activity reflects adversely on Realty ONE Group or Realty ONE Group Apex. Agent shall provide Company with all URLs of any sites that Agent uses to promote Agent's business activities. This includes Facebook, LinkedIn, Twitter, Youtube, TikTok, etc.

Advertising and marketing may not be charged to any brokerage account without the express, written prior approval from Realty ONE Group Apex. All internet and print marketing material shall include the company logo in its original format (not stretched).

Realty One Group Apex will provide a digital business card at onboarding. Agents are encouraged to brand themselves and their business. Therefore, while we encourage Agents to utilize the wide variety of Realty ONE Group business cards available with the many vendors available, we ULTIMATELY respect the Agent's branding decision. However, we do encourage Agents to run their branding ideas and intentions by their Mentor or Managing Broker since these items are expensive to redo should they not target the intended audience or convey a branding message not intended.

Use of Third-Party Social Media Sites (e.g. Instagram, Facebook, YouTube, Tiktok)

There are hundreds of providers of social media services in which real estate agents may participate. The purpose of this policy is to provide guidelines intended to provide both Agents and Realty ONE Group Apex with legal liability risk management and to protect both Agent's and the brokerage's reputation and good will in the community. Like with blogging, the scope of this policy is intended to relate to use of social media in connection with the real estate business,

but regardless of the social media service being used, when related to the real estate business the Agent should observe these guidelines.

Agents are required to read and be familiar with the policies and requirements of any site on which they participate and to comply with the requirements of that site. In particular, Agents should know the privacy practices and policies of the

sites. Where options are provided, the Agent may select an option which provides a level of protection to Users of Agent's social media site consistent with the level of protections afforded by the brokerage at the brokerage's web site.

Agents should remain aware that items posted on social media sites may be forwarded or used for purposes other than originally intended. Agents should be aware of this when making decisions as to what to include on their social media sites.

Posting of Professional Contacts/Qualifications (e.g. LinkedIn)

- Agent is responsible for assuring that any listing of qualifications, credentials or training contained on the site is current, accurate and not misleading. Any changes to those qualifications or credentials shall be promptly revised on the site;
- Agent shall not falsely claim association with any person or group;
- Notwithstanding any provision herein, Agent remains responsible for complying with the license laws and regulations governing the conduct of licensee and all applicable local, state and federal laws; and
- Agent is responsible for assuring that the content conforms to the standards established in the Code of Ethics.

Posting of Text (e.g. Facebook, Twitter)

- All text is the responsibility of the Agent to ensure no content which infringes the rights of any third party may be used.
- Agent may not write negative statements regarding the listing of other licensees within the brokerage.
- Agent may not write negative statements regarding the listings of other brokerages
- Agent shall assure that writings do not contain unauthorized disclosures of confidential information of clients, customers or other REALTORS®.

Posting of Comments to Social Media Pages of Others

- Any statement regarding the brokerage shall clearly disclose the Agent's relationship to the brokerage;
- The Agent shall disclose his/her status as a real estate professional as a part of any real estate related statement;
- Agent may not accept compensation for placing a comment on a site; and
- Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Agent.

Posting of Photos

- Agent is responsible for assuring that that Agent is authorized to use any photo posted to the site (to avoid copyright issues) by purchasing the photos, using royalty free photos, or using Agent's own photos;
- Agent shall secure permission to post for marketing purposes the image of another person on the site;
- If an image has been materially altered in any way by Agent, the fact that the image is altered shall be disclosed;
- Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Agent;
- Notwithstanding anything to the contrary, Agent gives Realty ONE Group Apex the right to post photos of Agent on any and all Realty ONE Group Apex websites and social media;
- While this does not really need to be said, it is your responsibility to reflect well on the Brand. Please use photos of high quality.

Posting of Audio/Video (YouTube and TikTok)

- Agent is responsible for assuring that Agent is authorized to use any audio/video posted to the site (to avoid copyright issues);
- Agent shall secure permission to post for marketing purposes the image of another person on the site;
- If an image has been altered in any way by Agent, the fact that the image is altered shall be disclosed; and
- Agent is responsible for assuring that the use of the site is consistent with the Code of Ethics and all applicable real estate license laws and regulations, including where necessary identifying Agent.

Telemarketing and the National and Colorado Do Not Call Registry

As of October 1, 2003, it is illegal for most telemarketers or sellers to call a number listed on the National Do Not Call Registry (and correspondingly the Colorado List). Violators may be fined $11,000 per incidence. The rules and regulations pertaining to telemarketing are very specific and must be strictly followed. Telemarketers must subscribe to the Registry and pay an annual fee based on the number of area codes that are accessed. Remine contains the DNC designation for numbers that are registered. Any Agent who plans to use telemarketing as part of their business plan should consult the Managing Broker for guidance in the proper use of telemarketing and the Registry.

Email and CAN-SPAM Act

You must comply with all the rules and regulations with regards to emailing and sending SPAM to prospects that have not opted-in to your marketing and provide appropriate unsubscribe opportunities.

Insurance and Legal

Legal Action

No arbitration or legal action (including small claims, association, or private arbitration or mediations, etc.) regarding real estate activities shall be filed or participated in without the designated Broker's written approval and the Risk Management department must be notified immediately.

In-House Disputes

In the event of disputes between Realty ONE Group Apex agent(s) or between agent(s) and the COMPANY, manager(s) shall attempt to mediate the dispute. If mediation fails, a COMPANY arbitration shall be conducted under direction of the designated Broker and the Risk Management Department. A panel of three (3) agents will be appointed with one designated as an alternate. Parties shall be required to sign a confidentiality agreement and agree not to contact any of the panel members. The results shall be final and binding. No other dispute resolution method will be allowed (such as Association of Realtors, small claims court, etc.).

Real Estate Settlement Procedures Act (RESPA)

All Agents shall comply with RESPA guidelines. Violations of RESPA may receive harsh penalties, including triple damages, fines, and even imprisonment. If you plan on doing joint advertising with an affiliate, the Agent and the affiliate shall have a written agreement between themselves stating the payment of all advertising will be proportionate with the advertising space taken by each party and such agreement shall be approved by your office manager and the Risk Management department.

Federal Fair Housing Act

It is the policy of Realty ONE Group Apex to comply with all the provisions of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. 3601 et seq., by ensuring that dwellings are available to all persons without regard to familial status and any other protected class. "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with a parent or another person having legal custody of such individual or individuals, or the designee of such parent or other person having such

custody, with the written permission of such parent or other person. This policy means that, among other things, Realty ONE Group Advantage, and all its agents and representatives shall not discriminate in any aspect of the rental of dwellings against prospective renters because of familial status or other protected class. Such agents and representatives may not:

- Refuse to allow the sale or rental after the making of a bona fide offer, or refuse to allow the negotiations for sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status or other protected class; or
- Make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any such preference, limitation, or discrimination based on familial status or other protected class, or an intention to make any such preference, limitation or discrimination; furthermore, all advertisements must display the Fair Housing logo or nondiscrimination statement.

Any Agent who fails to comply with this non-discrimination policy shall be subject to appropriate disciplinary action, which may include termination. Any action taken by an Agent that results in the unequal service, treatment, or behavior to residents on the basis of familial status or other protected class may constitute a violation of state and federal housing laws. We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability, familial status (having children under 18), or other protected class. Please note, the Fair Housing act requires the Broker to notify the Federal Fair Housing Authority of any violation or non-compliance with the Act.

Lawsuits and Risk Management Claims

Proper risk management is important to protect our clients and ourselves. Early recognition of possible legal issues regarding a transaction enhances our ability to resolve the matter and limit any inconvenience to our clients. Notify your Managing Broker at the first indication of any difficulty.

While they are not foreseen, lawsuits sometimes do occur. In the event that an associate is served with a complaint and a suit has been filed against the Agent, it is imperative that the Agent notify the Managing Broker of such suit within 12 hours of the initial complaint.

Notification is to be provided by a copy of the summons and the complaint served. As outlined in the Independent Contractor Agreement, the Agent is responsible for legal fees and court costs incurred over and above those which would be covered by the Risk Management/E&O policy. In addition, attorneys will be hired on behalf of the interests of the office and it might be advisable for the Agent to secure counsel on his or her own behalf as well.

E&O Insurance

As of January 2023, Realty ONE Group Apex will provide group Errors and Omissions (E&O) Insurance coverage through CRES Insurance. Policy limits will be a minimum of $500,000/$1M but may be adjusted upward by the brokerage as deemed necessary. Errors and Omissions will be billed to the agents twice a year; $150 in January and $150 in July. No prorations will apply if an agent departs the brokerage but the split payments will help minimize lost expenses in the event an agent does depart the business, transfer brokerages, etc. Agent agrees to fully cooperate with Company should any transaction or action result in a claim, dispute, arbitration, mediation or other litigation. Any claim, legal fee, judgment, dispute or settlement not covered under the then current E&O policy, shall be the sole responsibility of the Agent.

Agent agrees to defend, indemnify and hold Realty ONE Group Apex harmless for any and all liability, costs and legal fees incurred by Realty ONE Group Apex that result from or are incurred in connection with; gross negligence, willful misconduct, fraud, intentional misrepresentation or concealment of a material fact by the Agent whether proven in the third-party action and/or lawsuit or determined by Realty ONE Group Apex. In the event Agent is found responsible of

any of these acts, by Realty ONE Group Apex, in relation to his/her duties as an agent under Realty ONE Group Apex, Agent hereby agrees he/she is responsible for all damages, costs, and attorney fees associated with such acts including possible reimbursement to the broker and/or E&O Carrier for legal representation costs, damages, etc.

Agent agrees that the deductible amount, or any legal fees incurred by the company on behalf of the Agent may be deducted from commission due to Agent or charged to a credit card on file unless other arrangements are made by mutual agreement (It is Agent's responsibility to make this arrangement with Management). The covenants in this section shall survive termination, whether voluntary and/or involuntary, and is without time limitations. Remedies for the failure to comply with this provision could include the Broker seeking full restitution as a result of the non-compliance in a tribunal of the Broker's choice. In addition, the claims will have risen from a breach of contract and therefore the Broker will be entitled to recover reasonable attorney fees.

Covenant to Cooperate

In the event of any claim concerning a transaction involving an Agent either directly or indirectly, the Agent agrees to cooperate fully in providing documents, testimony and other items that may be needed to defend a complaint, as may be deemed appropriate by our legal advisor or Broker. This covenant shall survive termination, whether voluntary and/or involuntary, and is without time limitations. Remedies for the failure to comply with this provision could include the Broker seeking full restitution as a result of the non-compliance in a tribunal of the Broker's choice. In addition, the claims will have risen from a breach of contract and therefore the Broker will be entitled to recover reasonable attorney fees.

Agent Insurance Requirements

Realty One Group Apex maintains appropriate insurance on all company facilities, vehicles, etc. Agents are encouraged to communicate with their private/individual insurance providers to ensure their automobile, personal liability, and umbrella liability policy coverages are acceptable for the work expected to be performed by the Agent. If the Agent anticipates that clients may ride along in the Agent's personal vehicle or visit the Agent's personal home, etc., it is advisable that this be shared with the Agent's insurance provider to ensure appropriate business coverages are in place. Realty One Group Apex has no responsibility for the private actions or private/business vehicle use of Agents outside of the official Realty One Group Apex office or Realty One Group Apex business vehicles. In the event an Agent has an "employee", the Agent shall adhere to Colorado State Laws involving Workers' Compensation insurance for all of Agent's employees.

Personal Property Insurance for Agent Property Left in the ROG Apex Office Areas

Realty ONE Group Apex has comprehensive General Liability for the office facilities. However, Realty ONE Group Apex's insurance does not cover the loss or damage to any Agent's personal property. Therefore, Realty ONE Group Apex urges the agent to provide insurance on their personal property as well as for their automobile and liability insurance as provided for in the Independent Contractor's Agreement. It is prudent for each Agent to acquire sufficient insurance to protect all personal effects kept in the office or used as part of agent's resources. Considering the cost of computers, cell phones, iPads, daily time managers, and other tools, this could be a very expensive loss. Realty ONE Group Apex shall not, under any circumstances, be held liable for any loss, theft or damage to Agent's personal property.

Escrow Deposits

Realty ONE Group Apex does not maintain an escrow account. All deposits shall be delivered to a properly licensed Title Company or other trust entity (some Listing Brokerages such as Re/Max also maintain trust accounts similar to title companies).

Optional and Required Meetings

The Frequency of business meetings will be determined at the discretion of the Managing Broker. While these meetings are optional, attendance is encouraged. Realty ONE Group Apex is committed to providing ongoing educational

opportunities to all of its associates. Meetings and topics will be sent out via Band as well as posted on The Zone calendar and posted on our ROG Apex Agent Facebook/Meta page. Subjects for special training presentations will be determined by feedback we here from the Agents or special areas of interest such as Lending, Video Production for Marketing, Advanced Contracts, etc. If you have interest in a topic, please ask. We are happy to educate one-on-one or put together a class for several.

Anti-Trust / Price Fixing

Realty ONE Group Apex Agents are free to charge whatever commission rates and fees they wish to charge to their Clients. While we encourage Agents to discuss business/marketing strategies, Realty ONE Group Apex Agents are prohibited by law and Company Policy from "price setting/fixing". Violation of this policy shall be grounds for immediate dismissal. However, we do desire to protect the reputation of Realty ONE Group Apex and Realty ONE Group as a whole and ask that Buyers' Agent Commissions posted in the MLS not be at less than 2.5% unless an extenuating circumstance exists; in that event, please discuss with the Managing Broker prior to posting.

Revisions to Manual

Realty ONE Group Apex policies, fees, and guidelines are subject to substantial changes or elimination by Realty ONE Group Apex's Owners at any time without prior notice. Realty ONE Group Apex will attempt to promptly notify agents of any changes to policies; however, any changes to any policies are effective immediately unless a differing implementation date is explicitly stated. Additionally, changes made by Realty ONE Group Apex's Owners may not be reflected in the Office Manual until the next revision and failure to be in the Office Manual does not nullify a policy, fee or guideline if stated in writing in another venue such as email, BAND, the CDA form, etc.