



Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "ICA") is made and entered into by and between _____ ("Agent"), and The Williams Advanced Realty TEAM ("THE WAR TEAM") a licensed as a real estate brokerage company in the TEXAS. This ICA is effective as of the date it is electronically signed by the last of the parties to electronically sign the ICA (the "Effective Date"). THE WAR TEAM and Agent may be referred to hereinafter individually as a "Party," and collectively as the "Parties."

BACKGROUND

- A. Agent is a real estate licensee in TEXAS.
- B. The Williams Advanced Realty TEAM ("THE WAR TEAM") is a real estate brokerage company doing business in TEXAS.
- C. The Parties mutually desire for Agent to become affiliated with THE WAR TEAM as a real estate licensee in TEXAS, all in accordance with the terms and conditions set forth in this ICA.

AGREEMENT

NOW THEREFORE, in consideration for the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. Real Estate Brokerage Services. During the Term (defined below), Agent will perform real estate brokerage services ("Services") on behalf of THE WAR TEAM for the benefit of THE WAR TEAM's clients. Such Services will include those services customarily performed by real estate brokerage licensees in TEXAS, as well as such other activities as set forth in THE WAR TEAM's Policies (defined below) or as requested or required by THE WAR TEAM.
2. Independent Contractor Relationship.
 - a. Not an Employee. This ICA shall establish an independent contractor relationship between Agent, as the service provider, and THE WAR TEAM, as the service recipient. Agent's role under this ICA shall be that of a "qualified real estate agent," as that term is defined in Section 3508 of the Internal Revenue Code, and the Agent shall have that title as granted to them by the license that Agent holds (e.g., salesperson, associate broker, broker, qualifying broker, principal broker, etc.). Nothing within this ICA shall be construed to create a joint venture, partnership, employer-employee relationship, or other relationship between the Parties. Agent will not be treated as THE WAR TEAM employee for any purposes under this ICA. Agent is not entitled to any of the benefits that THE WAR TEAM may make available to its employees, including, without limitation, group health or life insurance, retirement benefits, or any other fringe benefits. The agent is solely responsible for, and THE WAR TEAM is not responsible for, withholding and paying any income, payroll, Social Security, and other federal, state, and local taxes, and making any insurance contributions (including unemployment and disability), and



obtaining workers' compensation insurance on Agent's own behalf. Agent is free to devote such portion of Agent's time, energy, effort, and skill, as Agent sees fit, to establish and grow Agent's real estate brokerage business. Agent is not required to keep definite office hours, attend sales meetings, or adhere to sales quotas. Agent does not have mandatory duties except those specifically set out in this ICA, and in other documents incorporated by reference into this ICA. Agent agrees not to, and Agent irrevocably waives any and all rights to, claim or assert, or to support any third-party claim or assertion of, the existence of an employer/employee relationship as between THE WAR TEAM and Agent.

b. Agent Expenses. Unless expressly provided to the contrary in this ICA, or in THE WAR TEAM's Policies, Agent is responsible for bearing all costs related to being a real estate licensee. Such costs include, without limitation, each of the following: REALTOR® dues; multiple listing service ("MLS") dues; cell phone expenses; business card expenses; sign expenses; sign-post expenses; advertising expenses; personal branding expenses; continuing education expenses; licensing expenses; printing, copying, and faxing expenses; digital camera, computer(s), and related hardware or software expenses; printer/scanner/fax equipment expenses; high-speed internet expenses; automobile expenses; auto insurance fees; individual errors and omissions insurance premiums and deductibles, where such insurance is required by applicable law; any other personal or business insurance coverage premiums and deductibles for coverage that Agent deems prudent or necessary in the operation of Agent's business; local, state, federal and municipal taxes of any kind; and any and all government, regulatory, or agency licensure, compliance fees and expenses.

c. Workers' Compensation Insurance Coverage. Unless otherwise required under applicable law, as an independent contractor, Agent shall acquire for himself or herself and any employees of Agent such workers' compensation insurance coverage in such amounts as Agent deems appropriate, but in no event less than minimum coverage amounts required by applicable law. Agent shall name THE WAR TEAM, and its subsidiaries, successors, and assigns (collectively, the "THE WAR TEAM") as an additional insured on any such workers' compensation insurance policy. Agent shall also obtain a "waiver of subrogation" endorsement from the workers' compensation insurer in favor of THE WAR TEAM as additional insured. The Agent shall, upon written request, provide evidence of the above referenced insurance coverage for any policy of workers' compensation insurance that Agent obtains on their own behalf.

3. Real Estate Agency Client and Relationships. All real estate brokerage relationships established for any real estate transactions, regardless of agency status, exist solely as between THE WAR TEAM and the client (or customer), and not as between Agent and the client (or customer). Agent provides real estate services to the client (or customer) on THE WAR TEAM's behalf; all listings taken by Agent in connection with THE WAR TEAM's business are and remain the separate and exclusive property of THE WAR TEAM, and not of Agent. During the Term of this ICA, Agent shall diligently carry out Agent's duties on behalf of THE WAR TEAM with all reasonable skill, care, and diligence as THE WAR TEAM expected of a licensed real estate professional in TEXAS and in compliance with all applicable rules, codes, and ethical standards.



4. Compensation; THE WAR TEAM Fees. Agent shall be compensated according to the referenced Compensation Plan/Split below, (whichever is applicable) and in the manner more fully described in THE WAR TEAM Policies and Procedures (the "THE WAR TEAM P&Ps") (www.thewarteam.com/policies).

a. Compensation Plan Policy Statement

At The Williams Advance Realty Team (THE WAR TEAM), we offer a variety of commission plans to suit the diverse needs of our agents. Agents are free to select any of the following plans upon joining our team:

85/15 Plan: A traditional 85/15 split commission plan, no Errors & Omissions (E&O) fee, no monthly fees, and a \$16,000.00 cap on transaction fees (\$16,000.00 in Company Dollar) plus a non-refundable \$199 annual fee due on June 1st. If the Agent joins THE WAR TEAM after June 1st, their annual fee will be prorated and shall be due on the day they join THE WAR TEAM and select their compensation plan.

99 Plan: \$99 non-refundable monthly fee due on the 1st of every month (a \$50 late fee shall be applied if the monthly fee is not received by the 5th of the month), no Errors & Omissions (E&O) fee. This plan includes a FLAT FEE for Residential Sale » \$500, Residential Lease » \$50, Commercial Sale » \$500, Commercial Lease » \$500 (must have had 8 Residential or Commercial Transaction in the past 12 months and must agree to a minimum of 8 Residential or Commercial Transaction per year) \$8000.00 CAP on transaction fees (\$9200.00 in Company Dollar) plus a non-refundable \$199 annual fee on June 1st. If the Agent joins THE WAR TEAM after June 1st, their annual fee will be prorated and shall be due on the day they join THE WAR TEAM and select their compensation plan.

375 Plan: \$375 non-refundable monthly fee, (a \$50 late fee shall be applied if the monthly fee is not received by the 5th of the month), no Errors & Omissions (E&O) fee, (\$4500.00 in Company Dollar) plus a non-refundable \$199 annual fee on June 1st. If the Agent joins THE WAR TEAM after June 1st, their annual fee will be prorated and shall be due on the day they join THE WAR TEAM and select their compensation plan.

4050 Plan: \$4050 non-refundable yearly fee with no Errors & Omissions (E&O) fee, is available and payable annually between July 1-31, (\$4050.00 in Company Dollar) (Agents joining after July 31st may pay their 375 Plan dues in full for the remainder of the year, the lump sum payment shall be due on the day the Agent joins THE WAR TEAM), plus a non-refundable \$199 annual fee on June 1st. If the Agent joins THE WAR TEAM after June 1st, their annual fee will be prorated and shall be due on the day they join THE WAR TEAM and select their compensation plan.

Agents may choose any initial plan upon their arrival. However, should an agent wish to switch to a different plan, they must notify the broker in writing at least 90 days in advance. It is important to note that any transaction executed will be compensated according to the plan the agent was on at the time of execution.

Mandatory Audit Compliance & Transaction Processing Fee



All transactions initiated by any Agent, regardless of their chosen commission plan, are subject to a **\$300.00 Audit Compliance & Transaction Processing Fee** which shall be charged to the buyer or seller client. The only exception is for **VA Buyer** clients; in those cases, the transaction fee is reduced to \$200.00. This reduced fee is split between the Agent and the Company, with each paying \$100.00. Should a WAR TEAM Agent fail to collect the \$300.00 Audit Compliance & Transaction Processing Fee from their client, the Agent shall be charged the \$300.00 Audit Compliance & Transaction Processing Fee, at closing. This fee will cover the following:

- Errors and Omissions (E&O) Insurance.
- Storage and maintenance of all documentation related to the sale for 4 years.
- The handling of your file during Contract to Close by our Transaction Coordinator Department including Client Care Coordinator, Director of Operations, and Transaction Coordination to ensure a smooth transaction. A professional transaction.

b. Onboard Date; Anniversary Date. Agent's onboard date ("Onboard Date") the date on which Agent's real estate license is transferred to THE WAR TEAM. The Agent's anniversary date ("Anniversary Date") shall be the first day of the calendar month following Agent's Onboard Date with THE WAR TEAM. So, for example, if Agent's Onboard Date is August 18, 2024, then Agent's Anniversary Date will be September 1, 2024.

c. Company Dollar Cap; Capping Period; Cap Reset Date; and Anniversary Year. Agent's "Capping Period" is a consecutive twelve (12) calendar month period during which time the amount of Company Dollar collected on Agent's Transactions is accrued towards the Company Dollar Cap. Once an agent has reached a full cap status within Agent's Capping Period, THE WAR TEAM will no longer collect the Company Dollar portion of the commission split/transaction fee and the Agent will thereafter be considered to be in a "Capped Status" until the Cap Reset Date. The "Cap Reset Date" is the date upon which each new Capping Period begins, and the amount of Company Dollar paid by Agent that has accrued towards the Company Dollar Cap will reset to zero. The Cap Reset Date for Agent will be the same as Agent's Anniversary Date, Capping Period will directly overlap with Agent's Anniversary Year.

5. Term. This ICA shall remain valid until one of the Parties terminates the ICA, pursuant to Section 6, below.

6. Termination. Either Party may terminate this ICA, for any reason or no reason whatsoever. The date this ICA shall be deemed terminated (the "Offboard Date") shall be as follows: (i) the date that THE WAR TEAM's notice of termination is delivered (when THE WAR TEAM is the terminating party); (ii) the date that Agent provides a notice of termination to THE WAR TEAM (when Agent is the terminating party); or (iii) the date THE WAR TEAM is made or otherwise becomes aware that Agent has terminated their relationship with THE WAR TEAM (when Agent fails to notify THE WAR TEAM of their termination). From and after the Offboard Date, Agent shall refrain from using any and all THE WAR TEAM sales materials or similar items that bear the name, logos, registered trademarks, or inscription of THE WAR TEAM, in any manner whatsoever.



a. Continued Billing When Agent Terminates. NOTWITHSTANDING THE FOREGOING, AND IN RECOGNITION OF THE INHERENT COMPLEXITY ARISING FROM THE WAR TEAM'S SERVICING REAL ESTATE AGENTS THE AGENT ACKNOWLEDGES AND IRREVOCABLY AGREES THAT WHEN AGENT IS THE TERMINATING PARTY, IF AGENT DOES NOT PROVIDE THE APPROPRIATE ADVANCE NOTICE OF TERMINATION TO THE WAR TEAM, AS OUTLINED IN THIS SECTION 6, AGENT BILLING MAY, AND LIKELY WILL, CONTINUE FOR A LIMITED PERIOD OF TIME FOLLOWING AGENT'S OFFBOARD DATE.

[Agent's Signature Here]

b. To Stop Continued-Billing. To ensure that continued billing stops as close to Agent's Offboard Date as possible (when Agent is the terminating Party), Agent should provide THE WAR TEAM with not less than thirty (30) days' advance written notice of Agent's intent to terminate.

c. Agent Payment Obligations After Termination. In the event of termination of this ICA, all prepaid fees and prepaid dues are non-refundable to Agent; all billable items invoiced to Agent prior to Agent's Offboard Date shall remain due and payable by Agent, and THE WAR TEAM may bill Agent for such items as provided under this ICA.

7. THE WAR TEAM's Policies and Procedures. In addition to the terms of this ICA, Agent shall abide by all policies and procedures established by THE WAR TEAM P&P

INTEGRAL AND MATERIAL PART OF THIS AGREEMENT, AND EACH ARE THE WAR TEAM EXPRESSLY INCORPORATED BY THIS REFERENCE INTO THE AGREEMENT IN THEIR ENTIRETY, VERBATIM AND AT LENGTH, AND EACH CONSTITUTE A PART OF THIS

AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

[Agent's Signature Here]

8. Agent's Representations and Warranties to THE WAR TEAM. Agent represents and warrants to THE WAR TEAM that the statements contained in this Section 8 are or will be true and correct as of the Onboard Date (not to be confused with the Effective Date), and shall remain true and correct during the Term:

a. Agent is duly licensed as a real estate licensee in TEXAS, having the following license number(s):-
_____ TEXAS REAL ESTATE LICENSE NUMBER

b. Agent has and shall maintain in effect all licenses, permissions, authorizations, consents, and permits, at Agent's own THE WAR TEAM expense, required to lawfully carry out Agent's obligations under this ICA.

c. Agent possesses the requisite skill, experience, and qualifications to perform the Services.



d. Agent has the legal power, right, and authority to bind himself or herself to the terms and conditions set forth in this ICA, and to perform all Services provided under this ICA; if. Agent is in compliance with, and shall continue to comply with, (i) THE WAR TEAM's Policies; (ii) all applicable laws, rules, and regulations when providing the Services; and (iii) all rules of conduct as established by TREC, MLS rules of that multiple listing service to which Agent belongs, and the National Association of REALTORS Code of Ethics and any additional rules or code of ethics adopted by a state or local Association of REALTOR to which Agent belongs;

e. Agent is either, (1) not the subject of any civil or criminal proceeding, any civil judgment or criminal conviction, or any disciplinary action or administrative or private party ruling against Agent; OR (2) the subject of any of the foregoing but has disclosed all material facts and provided all supporting documentation to Agent's Designated Broker or Managing Broker(s);

f. Agent has access to, and knows how to access, each of THE WAR TEAM's Policies (See: www.TheWARTeam.com/policies); Agent has reviewed each of THE WAR TEAM's Policies; Agent has had the opportunity to ask THE WAR TEAM questions concerning THE WAR TEAM's Policies; and Agent understands and agrees to abide by THE WAR TEAM's Policies and any/all revisions.

g. Agent has had the opportunity to seek the advice of their own legal counsel concerning this ICA and THE WAR TEAM's Policies prior to entering into this ICA;

h. Agent understands that THE WAR TEAM and Agent's Designated Broker and Managing Broker(s) will each rely on the accuracy, completeness, and competence of Agent's Services, as performed under this ICA, in fulfilling THE WAR TEAM's contractual commitments to the public; and

i. Agent accepts that termination of this ICA, by either Party, could result in a significant financial loss to Agent.

[Agent's Signature Here]

9. Agent's Additional Covenants to The Williams Advanced Realty TEAM ("THE WAR TEAM").

a. Licensed Activities. Agent will only perform licensed real estate brokerage activities on behalf of The Williams Advanced Realty TEAM ("THE WAR TEAM") in the state of TEXAS.

b. Notification; Cooperation. If Agent receives notice of any actual, anticipated, or threatened Civil or Administrative Action (defined below), or mediations or demand letters, concerning or involving Agent, either directly or indirectly, Agent shall immediately notify Agent's Designated Broker and Managing Broker(s). Moreover, in such instances, Agent agrees to fully cooperate, in good faith, and assist THE WAR TEAM, Agent's Designated Managing Broker and Managing Broker, THE WAR TEAM's Legal Operations Department, and/or THE WAR TEAM's comprehensive errors and omissions insurance carrier ("Carrier") in defending against such matters until they are resolved by providing



documents, testimony and any other items or information that may be needed by or on behalf of THE WAR TEAM. Agent's breach of this provision shall constitute a material breach of this ICA.

The term "Civil or Administrative Action" as used in this ICA means lawsuits (including any appeals), small claims actions, chancery actions, equitable actions, arbitration actions, or administrative complaints (such as before a Department of Real Estate, Attorney General's Office, Department of Housing and Urban Development, Consumer Protection Financial Bureau, MLS, or any REALTOR® association).

c. Lofty. Agent will enter Agent's personal contact information (including mailing address, email address, and telephone number), and Agent's emergency contact's information (including name, relationship to Agent, mailing address, email address, and telephone number) into THE WAR TEAM Lofty system. The agent is solely responsible for keeping all such information current in Lofty throughout the Term. THE WAR TEAM will rely upon the information provided by Agent, in Lofty, as being true, correct, and complete. Any failure by Agent to provide or maintain the most current information in Lofty shall not affect the validity of any notice from THE WAR TEAM to Agent; Agent's failure to provide or maintain the most current information in Lofty shall not serve as a defense by Agent to any notice delivered by THE WAR TEAM in accordance with Section 11, below. Agent, following his/her Onboard Date, may access THE WAR TEAM Lofty system sign-in page; if Agent is unable to log-in to THE WAR TEAM Lofty system, Agent may contact support@TheWARTeam.com for assistance.

d. Text Messaging. THE WAR TEAM may send text messages to any telephone numbers Agent enters into Lofty for the purpose of, (i) fulfilling THE WAR TEAM's reasonable supervision and control responsibilities, as required by applicable law; (ii) communicating with Agent in matters concerning Agent's affiliation with THE WAR TEAM (such activities include, without limitation, real estate licensing matters, transaction matters, transaction file matters, and matters pertaining to THE WAR TEAM Fees); and (iii) routing client leads to Agent in connection with any THE WAR TEAM lead generation programs in which Agent participates. By entering into this ICA, Agent consents to receiving such text messages from THE WAR TEAM for each of the specified purposes, and Agent agrees that Agent will be responsible for paying any applicable message and data rates for such text messages.

[Agent's Signature Here]

e. Automobile Insurance. THE WAR TEAM does not maintain commercial automobile insurance coverage that extends coverage to Agent or any other independent contractor of THE WAR TEAM. For the duration of this ICA, Agent shall maintain automobile insurance coverage with minimum liability limits of \$100,000 per occurrence, \$300,000 aggregate, and a minimum limit of \$100,000 in property damage coverage. If available from Agent's insurer, Agent shall obtain an additional-insured endorsement to his or her insurance policy and cause his or her insurer to name THE WAR TEAM as an Additional Insured under Agent's policy. In no event shall the limits of such insurance be considered as limiting the liability of the Agent under this ICA and in no event shall the above insurance limits be



any indication that such insurance limits are adequate insurance coverage for the Agent. Agent shall provide proof of such insurance to THE WAR TEAM upon request.

10. Errors and Omissions Coverage; Legal Representation Provided; THE WAR TEAM's Settlement Authority.

a. Errors and Omissions Coverage. THE WAR TEAM carries comprehensive errors and omissions ("E&O") insurance coverage in TEXAS in which THE WAR TEAM conducts business. This coverage provides varying degrees of protection against claims solely arising out of THE WAR TEAM's and its real estate agents' performance of Professional Services (as that term is defined in the applicable E&O policy ("E&O Policy")). However, even though THE WAR TEAM's E&O insurance coverage may typically cover such claims, **AGENT AGREES TO DEFEND, INDEMNIFY AND HOLD INDEMNITEES (DEFINED BELOW) HARMLESS AGAINST ANY AND ALL CLAIMS, AS MORE FULLY SET FORTH IN SECTION 11, BELOW.** In addition, there may be certain states whose regulatory regimes, and/or in which the terms of THE WAR TEAM's E&O Policy, require an additional state-specific addendum to be executed between THE WAR TEAM and Agent as a condition for there being a possibility of any coverage under the E&O Policy.

b. THE WAR TEAM Legal Expense Reimbursement; Offset. THE WAR TEAM reserves the right to seek reimbursement from Agent (the "THE WAR TEAM Legal Expense Reimbursement") in any matter that causes THE WAR TEAM to incur legal fees and/or costs, regardless of whether or not the matter is covered under one or more of THE WAR TEAM's insurance policies. THE WAR TEAM, with the assistance of THE WAR TEAM's Carrier, shall make all determinations as to, 1) the likelihood of coverage under THE WAR TEAM's insurance policies in connection with any actual or potential claim against THE WAR TEAM and/or Agent, and 2) whether a conflict of interest exists between THE WAR TEAM and Agent in relation to any actual or potential claim against THE WAR TEAM and/or Agent. Agent's obligation to reimburse THE WAR TEAM for THE WAR TEAM Legal Expense Reimbursement is a distinct obligation from Agent's indemnification obligations under Section 11, below; Agent's reimbursement of THE WAR TEAM Legal Expense Reimbursement, as set forth in this Section 10(b), does not offset, satisfy, release, or otherwise abate Agent's indemnification, defense, and hold harmless obligations under Section 11, below. Even where Agent does not believe the claim or cause of action has merit and/or does not believe any money should be THE WAR TEAM ended in the defense, resolution, or satisfaction of the matter, Agent agrees in advance, by signing this ICA, that he or she will reimburse THE WAR TEAM for THE WAR TEAM Legal Expense Reimbursement within thirty (30) days of receipt of a request for reimbursement from THE WAR TEAM. The agent may elect to have all, or any portion of THE WAR TEAM Legal Expense Reimbursement withheld from any commissions and/or revenue share payments due Agent in lieu of making payment directly to THE WAR TEAM. However, if the agent does not reimburse THE WAR TEAM directly within the 30-day period then THE WAR TEAM may exercise its rights of reimbursement and offset as set forth under Section 16, below.

c. THE WAR TEAM's Settlement Authority. In any actual, anticipated, or threatened Civil or Administrative Action, mediations, or demand, concerning either THE WAR TEAM and/or Agent, THE



WAR TEAM shall have the sole discretion and final authority to make decisions concerning whether there is to be a settlement, and if so, the terms thereof. This authority shall exist in all situations except any Civil or Administrative Action, mediations, or demands where claims have been asserted against Agent, but not THE WAR TEAM, and where said claims are outside of the scope of the relationship established under this ICA as between Agent and THE WAR TEAM. THE WAR TEAM may, as a term of settlement or in furtherance of payment agreed to in settlement or otherwise incurred by THE WAR TEAM in connection with any settlement-related activities, exercise its payment, reimbursement, and offset rights as set forth under Section 16, below, to be made whole for amounts paid or advanced by THE WAR TEAM. Agent's refusal to abide by a decision by THE WAR TEAM to settle any actual, anticipated, or threatened Civil or Administrative Action, mediations, or demand, or Agent's refusal to cooperate with THE WAR TEAM in furtherance of the same (and pursuant to Section 9(b), above), may be deemed by THE WAR TEAM to be a material breach of this ICA.

11. INDEMNIFICATION.

A. INDEMNIFICATION BY AGENT. AGENT IRREVOCABLY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE WAR TEAM. ("THE WAR TEAM"), EACH OF THE WAR TEAM'S SUBSIDIARIES, AND IT'S OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND AFFILIATES (COLLECTIVELY, "INDEMNITEES"), JOINTLY, SEVERALLY, AND IN ANY COMBINATION, FOR, FROM AND AGAINST ANY AND ALL ACTUAL, ANTICIPATED, OR THREATENED CIVIL OR ADMINISTRATIVE ACTIONS, DEMANDS, COSTS, CLAIMS, LOSSES, LIABILITIES, INJURY, PENALTIES, FEES (INCLUDING DOCUMENT PRODUCTION FEES), THE WAR TEAM EXPENSES, DAMAGE AWARDS, JUDGMENTS, SETTLEMENT AMOUNTS, AND OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO COURT COSTS, INVESTIGATION COSTS, WITNESS FEES, REASONABLE ATTORNEYS' FEES, AND OTHER DEFENSE COSTS) (COLLECTIVELY, "LOSSES"), WITHOUT ANY MONETARY LIMITATION OR CAP, ARISING FROM OR RELATING IN ANY WAY TO ANY OF THE FOLLOWING, OR ANY ALLEGATION OF ANY OF THE FOLLOWING: (i) Agent's performance of the Services; (ii) Agent's performance of Professional Services (as that term is defined in THE WAR TEAM's E&O Policy); (iii) Agent's breach of this ICA; (iv) Agent's noncompliance with THE WAR TEAM's Policies; (v) any of Agent's representations or warranties under this ICA being less than true, correct, and complete; (vi) any of the four conditions set forth in Section 10(c), above, not being or no longer being met; (vii) exercise of THE WAR TEAM's settlement authority as set forth in Section 10(d), above; (viii) the refutation of, or any attempt to refute, any of Agent's waivers within this ICA or in THE WAR TEAM's Policies; (ix) any Team Agreement (as such term is defined in THE WAR TEAM P&Ps) to which Agent is or was a party; (x) Agent's filing of a Civil or Administrative Action against another real estate licensee affiliated with THE WAR TEAM or any of its subsidiaries (regardless of whether prior written notice is provided to Agent's Managing Broker); (xi) Agent's filing of a Civil or Administrative Action against THE WAR TEAM, any of THE WAR TEAM's subsidiaries, and/or any of its or their respective employees (regardless of whether prior written notice is provided to any of them); (xii) Agent's refusal to abide by THE WAR TEAM's decision concerning settlement of a legal matter; (xiii) Agent's refusal to cooperate with THE WAR TEAM in settlement of any legal matter; (xiv) Agent's infringement of any intellectual property rights of any third party; (xv) Agent's exercise of internet



electronic commerce; (xvi) Agent's failure to comply with any laws (including, without limitation, and for example only, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rules (TSR), the Personal Information Protection and Electronic Documents Act (PIPEDA).

12. THE WAR TEAM Right to Payment; Payment Methods. Agent's payment and reimbursement obligations, payment methods, and consent to automatic charges are set forth in the Payment Authorization Form, attached hereto as Exhibit 1 and incorporated by this reference into this ICA.

13. Cumulative Remedies. The rights or remedies of THE WAR TEAM as provided in this ICA, in any of THE WAR TEAM's Policies, and as otherwise available at law or in equity, shall be cumulative and concurrent, and are not exclusive, and such rights or remedies may be pursued singularly, successively, or together against Agent at THE WAR TEAM's sole and absolute discretion.

14. Director of Agent Development aka DAD.

The primary function of the DAD is to assist, mentor, coach, retain, and grow agents that are assigned within THE WAR TEAM. The Director will treat all agents equally, and maintain our office atmosphere of camaraderie, team building, and positive affirmations which provides a positive environment for everyone. We are a company that is based on human potential, and we believe that by putting the person first, all things will fall into place. The DAD is an additional resource for Agents, at no additional cost, to confide in, count on, call on, learn from, grow, and help agents reach their potential.

Who would you like to be your DAD?

Rob Brown Luis Perez Alex Fierro Valeria Ocon Carmelo Santaromana

a. THE FOREGOING DAD SELECTION BY AGENT IS A SIGNIFICANT DECISION WHICH IS IRREVOCABLE WHEN AN AGENT IS ON THE 375 PLAN, 99 PLAN OR 4050 PLAN. AGENTS WHO ARE ON THE 85/15 PLAN ARE ABLE TO SWITCH DADs AS LONG AS THEY INFORM THE BROKER IN WRITING AS TO WHY THEY WANT TO SWITCH. HOWEVER, THE CHANGE HAS TO BE APPROVED BY THE BROKER PRIOR TO THE SWITCH. THE AGENT IS ENCOURAGED TO CAREFULLY CONSIDER THIS DECISION AND THE SELECTION OF THEIR DAD PRIOR TO JOINING THE WAR TEAM. CHANGES IN THE DAD SELECTION SHALL NOT BE MADE UNLESS APPROVED BY THE BROKER. IF THERE ARE ANY UNANSWERED QUESTIONS ABOUT A DAD, THE AGENT SHOULD STOP NOW, SEEK THE INFORMATION THEY NEED IN ORDER TO MAKE THEIR SELECTION AND RETURN TO THE AGREEMENT ONCE THE SELECTION OF A DAD IS FULLY CONSIDERED AND UNDERSTOOD.

15. Non-Solicitation and Disparagement. Agent agrees not to solicit, recruit, employ, or entice (either for themselves or another), directly or indirectly through a third party, The Williams Advanced Realty TEAM ("THE WAR TEAM") partners, affiliates, salespersons, Agents and/or employees to leave THE WAR TEAM during and after the Agent's association with THE WAR TEAM. This obligation shall continue for a period of two years after the termination of association of Agent with THE WAR TEAM. Agent also agrees not to disparage other Agents, THE WAR TEAM's products or services, business model, or THE



WAR TEAM's employees or members of management. Such disparagement constitutes a material breach of this ICA.

16. Survival. Any rights and obligations under this ICA, and in any of THE WAR TEAM's Policies, which by their nature extend beyond the termination of this ICA will survive the termination of this ICA.

17. Severability. No provision of this Release Agreement which may be deemed unenforceable shall in any way invalidate any other provision hereof or thereof, all of which shall remain in full force and effect.

18. Governing Law. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Any causes of action accruing as a result of this Agreement, shall be filed in El Paso County, Texas.



EXHIBIT 1 to Independent Contractor Agreement

PAYMENT AUTHORIZATION FORM

1. THE WAR TEAM Right to Payment. THE WAR TEAM has the irrevocable right to seek payment or reimbursement, as applicable, from Agent in connection with Agent's THE WAR TEAM Fees under Section 4 of the ICA, THE WAR TEAM Legal Expense Reimbursement obligations, under Section 10 of the ICA, in any addenda to the ICA, and/or within THE WAR TEAM's Policies, plus all accruing late fees and interest charges (if any) (collectively, "Amounts Owed To THE WAR TEAM"). Payment or reimbursement of Amounts Owed to THE WAR TEAM may be obtained by THE WAR TEAM, through any (or any combination) of the following methods:

(i) offset against any fees, commissions, or other compensation, or any combination thereof, owed by THE WAR TEAM to Agent; and (ii) using Agent's payment methods then on file with THE WAR TEAM. Amounts of \$1000 or less that are owed by Agent to THE WAR TEAM at any time (whether during or following the termination of the ICA) will automatically be charged to or debited from Agent's payment method(s) then on file with THE WAR TEAM, with no advance notice to be provided to Agent.

2. Agent's Payment Methods. Agent's initial payment methods for fees, billings, commission reimbursements, charge-backs, fees agreed to be paid on behalf of others, etcetera, are as provided in the tables below. Following Agent's Onboard Date and for the remainder of the Term, Agent shall be solely responsible for ensuring that their payment methods remain current in THE WAR TEAM's electronic payment portal. Whatever payment methods exist in THE WAR TEAM's electronic payment portal will supersede and replace what is provided in the tables below. Agent hereby authorizes THE WAR TEAM Realty to use Agent's then-current payment methods for payment of all sums to be paid by Agent to THE WAR TEAM Realty under the ICA (inclusive of THE WAR TEAM P&Ps). (Agent is to fill out and complete a payment method; however, nothing in the ICA shall preclude THE WAR TEAM from seeking payment through other methods:

DEBIT/CREDIT CARD (check box only if desired to be primary form of payment)

Name on Card:

Debit/Credit Card Number:

Expiration Date:

Security Code:

Billing Address, City, State, Zip:

AND

CHECKING ACCOUNT (ACH) (check box only if desired to be primary form of payment)



Name on Account:

Bank/Credit Union Name:

Routing Number:

Account Number:

[Agent's Signature Here]