**Departing Team Agent Policy**

When an agent departs from Coldwell Banker Bain | Seal that received client (referral) generated company business; the following policy will apply.

Upon notification of a team agent departure, Business Development Management Team will complete the following ASAP:

1. Notification to Tech via user accounts, advising team agent status. If agents overall business was company driven, Tech will not release referral data.
2. Access to eRelocation (BDC) database is revoked.
3. Cartus and CB Bain | Seal (signed) Agent Agreements are sent to departing agent.
4. All active assigned referrals are re-assigned to another CB Bain | Seal team agent within 24 hours.
5. If any referrals are unable to be re-assigned, agent is notified and sent the signed referral agreement and expectations of payment on referral.
6. All assigned referrals (past and present) are sent notification of the team agent’s departure and encouraged to contact our firm or program for future services.

**The following statement is included in all referral agreements signed by team agents for company generated referrals through relocation/business development:** “*If a team agent leaves Coldwell Banker Bain | Seal, the Business Development Center will re-assign all active opportunities to another Coldwell Banker Bain | Seal team agent. If any opportunity cannot be re-assigned, separated agent agree to pay all referral fees owed, as listed herein, for all closings for a period of 24 months from the separation date.”*

**Per the Cartus Team Agent Agreement, signed by all team agents:**“*C. Severance of Relationship. In the event that Associate ceases to be an agent affiliated with Broker for any reason whatsoever, Associate agrees that (i) it shall not use to its advantage, or to the advantage of any other party, any information gained from the files or business of Broker concerning any Cartus Client or Customer (including, without limitation any information concerning any affinity program or any Cartus customer); (ii) except as otherwise required by applicable law concerning record retention, all files and other data, in written or electronic form related to customers referred to Associate through Cartus referrals shall not be retained, but shall be forwarded to Broker; (iii) any pending referrals of Cartus Customers and Clients (including without limitation, affinity customers) shall remain the property of Broker. If the Associate leaves the Broker and, for any reason retains any Cartus customer, then at the closing of the related transaction, Associate will ensure that the Broker will be paid at least the amount of the referral fee due Cartus.”*