

Attachment A

AGENT AGREEMENT

This Agreement is entered into as of this 18th day of February, 2020, between Coldwell Banker Bain, a duly licensed real estate broker (“Broker”) and _____ (“Associate”).

WHEREAS, Broker and Associate are parties to an Independent Contractor Agreement or similar agreement (the “Agent Agreement”) whereby Broker and Associate have entered into an independent contractor relationship; and

WHEREAS, Associate desires to be eligible for referral of buyers and sellers who are customers (“Customers”) of Cartus’ corporate and government clients and/or affinity organizations (collectively, “Clients”) and referred to Broker by Cartus; and

WHEREAS, Associate may enter the homes of Customers and/or have access to Customer Data; and

WHEREAS, in order to remain eligible for such referrals, Cartus requires certain assurances concerning Associate’s background and other affirmations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this amendment, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Associate Agreement is hereby amended to add the following paragraphs:

- A. *Associate Warranty.* Associate warrants that Associate’s name and social security number match and that (check applicable line):
 - i. _____ I am a United States citizen; or
 - ii. _____ I have attached hereto one of the documents currently accepted by the U.S. Citizenship and Immigration Services “USCIS” and its predecessors as proof of employment eligibility (whether or not I am an employee of Broker), as shown on USCIS website’s instructions for Form I-9 (www.uscis.gov/graphics/formsfee).
- B. *Confidentiality.* Associate acknowledges that all information and Customer data concerning Cartus’ Customers and/or Clients’ programs (including, without limitation, the identification of individuals as Customers) and any referrals assigned to an associate, including all agent generated referrals, is confidential information (“Confidential Information”). Associate agrees to (i) except as necessary to deliver the services set forth in the Agent Agreement, receive and hold the Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third person or entity, (ii) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information and (iii) not use or disclose any of the Confidential Information for any purpose

whatsoever, except for the sole purpose of performing services as set forth in the Agent Agreement, (iv) under no circumstances use a Customer's information or data, including name and address for advertising testimonials. In furtherance and not in limitation of the foregoing, Associate acknowledges and agrees except as specifically permitted herein, Associate shall not use the Confidential Information to create or maintain data bases of clients, target Customers as customers for solicitation of future business or identify to any third party that the customer is or was a Customer.

Associate understands that he/she is prohibited from contacting a Customer to discuss the results of any Performance Evaluation or Questionnaire and further understands and acknowledges that the comments made by a Customer are private and shall not be discussed with the Customer under any circumstances.

- C. Associate acknowledges and agrees that phone calls to and from Associate may be recorded by Cartus for its business purposes.
- D. Associate shall not contact or attempt to contact the Customer if the Customer requests an Associate reassignment.
- E. *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; (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 shall remain the property of Broker.
- F. *Commission Splits.* Associate confirms its obligation to pay commission splits due to Cartus with respect to closed Customer transactions referred to Associate by Cartus and/or Clients or Affinity organizations.
- G. *License of Program Marks.* Marks means the trademarks, service marks and logos of Cartus and its Clients. Program means any client relationship Cartus has with relocation or affinity clients resulting in referrals to Associate.
 - i. Provider Marks. For so long as Associate is a "A" Team member, Cartus has arranged a grant to Associate a non-exclusive, revocable, royalty-free, paid up license to use, transmit, reproduce, electronically distribute, or publicly display the Marks, as they may be updated by Cartus from time to time, in connection with the communication of Program benefit to Customers and Members.
 - ii. Associate may only use those Marks designated for such use and in accordance with Program guidelines.
- H. *Continuing Obligations.* Associate agrees that in consideration of referrals generated through Cartus, that it will (i) pay the applicable commission split to Cartus and continue to honor said commission split for an 24 month protection period.; (ii) not charge any administrative, or

processing or other fees; and (iii) if a referred Customer generates another transaction within 24 months from close of the referred transaction, another commission split will be due. Associate further agrees to (iv) utilize such technology as directed by Cartus from time to time; (v) shall provide a wire fraud warning to each Cartus referred customer; (vi) maintain and annually provide to Broker with a copy of his/her real estate license in full force and effect, and immediately notify Broker of any license suspension; (vii) accept text messages from Cartus; (viii) must complete all training required by Cartus from time to time; (ix) comply with Cartus background check requirements; (x) abide by any client special provisions as identified in Exhibit I.

- I. Underlying Agreement. Except as amended herein, the Agent Agreement remains in full force and effect in accordance with its terms.
- J. Term. This Agreement shall remain in force so long as Associate is a "A" Team member. Further, the provisions of Sections B, D, F, G, H and I of this amendment agreement shall survive the termination of the Agent Agreement for a period of seven (7) years, or such shorter period as may be required by applicable law.
- K. Third Party Beneficiary. Associate agrees that it is entering into this amendment agreement for the benefit of Cartus; and therefore, Cartus is third party beneficiary hereof with full rights to enforce Associate's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSOCIATE:

Broker:

BY: _____

BY: 

Name: _____

Name: Kim Hart

Title: _____

Title: Executive Vice President

Its Authorized Signatory

Its Authorized Signatory