

## REV. SHARE PLACEHOLDER ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

For use with eXp Realty®, eXp Commercial®, and eXp's Referral Division, in the United States and Canada

THIS REV. SHARE PLACEHOLDER ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (this "**Addendum**"), effective as of the date last signed by the last of the Parties to electronically sign this Addendum (the "**Effective Date**"), amends and becomes a part of that certain Independent Contractor Agreement ("**ICA**") by and between the applicable eXp entity<sup>i</sup> that is a party to the subject ICA between itself and Candidate ("**eXp**"), and the undersigned individual ("**Candidate**"). eXp and Candidate may be referred to hereinafter individually as a "**Party**," and collectively as the "**Parties**." Unless otherwise defined in this Addendum, capitalized terms used herein shall have the meanings ascribed to them in Candidate's ICA and in eXp's applicable Policies and Procedures ("**P&Ps**").

### BACKGROUND

- A. Candidate intends to affiliate with eXp as an eXp real estate agent, however, Candidate desires to postpone their affiliation with eXp for reasons of Candidate's own determination.
- B. Candidate further desires to reserve their position in the eXp Sustainable Revenue Share Plan now (in the period preceding Candidate's affiliation with eXp) so that Candidate may begin to build a Revenue Share Group that will become Candidate's own, upon Candidate's affiliation with eXp.
- C. In order for eXp to reserve Candidate's position in the eXp Sustainable Revenue Share Plan, eXp requires Candidate to have a fully signed ICA on file with eXp, even though it is the Parties' mutual intentions that Candidate is not to become an eXp agent until a later date.
- D. eXp and Candidate have mutually signed Candidate's ICA solely for the purpose of enabling Candidate to reserve a position in the eXp Sustainable Revenue Share Plan, all according to the terms and conditions set forth in this Addendum.

### AGREEMENT

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. **REV. SHARE PLACEHOLDER.** Candidate's position in the eXp Sustainable Revenue Share Plan is hereby reserved, effective as of the Effective Date of this Addendum.
2. **AFFILIATION OCCURS ON ONBOARD DATE.** eXp will deem Candidate as becoming affiliated with eXp upon Candidate's Onboard Date, with the ability to exercise all rights and privileges of an eXp agent as of Candidate's Onboard Date. For avoidance of doubt, mere transfer of Candidate's real estate license (or real estate registration status, as applicable) to eXp does not authorize or empower Candidate to, (a) undertake any regulated real estate brokerage activities on behalf of eXp or eXp's clients; (b) announce Candidate as being affiliated with eXp; or (c) access or use any eXp systems or services.
3. **CANDIDATE'S REVENUE SHARE GROUP.**
  - (a) On or After Candidate's Onboard Date. Any real estate licensee that affiliates with the eXp family of real estate brokerage companies on or after Candidate's Onboard Date, and that names Candidate as being their Sponsor on their ICA, will be assigned to Candidate's Revenue Share Group. From that point on,

Candidate will be eligible to receive revenue share payments arising from Transactions completed by these real estate licensees, all according to the terms and conditions of the eXp Sustainable Revenue Share Plan, Candidate's ICA, and the P&Ps.

(b) Prior To Candidate's Onboard Date. Conversely, any real estate licensee that affiliates with the eXp family of real estate brokerage companies prior to Candidate's Onboard Date, and that names Candidate as being their Sponsor on their ICA, will not be assigned to Candidate's Revenue Share Group until such time as Candidate has themselves affiliated with eXp. In the interim, each of those real estate licensees will be assigned to a "place-holding," "buffer position" in the eXp Sustainable Revenue Share Plan. Candidate will not be eligible to receive any revenue share payments arising from Transactions completed by these real estate licensees while they remain assigned to a place-holding, buffer position. However, once Candidate has affiliated with eXp (provided that Candidate does so by not later than the Affiliation Deadline), these real estate licensees will be reassigned into Candidate's Revenue Share Group. Once in Candidate's Revenue Share Group, Candidate will be eligible to receive revenue share payments arising from Transactions completed by these real estate licensees, all according to the terms and conditions of the eXp Sustainable Revenue Share Plan, Candidate's ICA, and the P&Ps. For avoidance of doubt, Candidate is not entitled to receive any revenue share payments relating to any Transactions that are completed prior to Candidate's Onboard Date by any real estate licensee that names Candidate as being their Sponsor.

4. **CANDIDATE IS NOT AN EXP AGENT.** Candidate will not become an eXp agent until Candidate has affiliated with eXp. eXp will recognize Candidate's affiliation as occurring upon, and being one in the same as, Candidate's Onboard Date. The mutual signing of Candidate's ICA shall not, and shall not be deemed to, establish a brokerage-agent independent contractor relationship between eXp and Candidate for so long as Candidate remains unaffiliated with eXp. To be clear, the mutual signing of Candidate's ICA, and Candidate's completion of any other eXp onboarding documentation within eXp's Join App, does not authorize, and shall not be interpreted as authorizing, Candidate to: (a) undertake any regulated real estate brokerage activities on behalf of eXp or eXp's clients; (b) announce Candidate as being affiliated with eXp; or (c) access or use any eXp systems or services. Candidate shall not assert, and Candidate irrevocably waives the right to assert, that the mere existence of Candidate's ICA is proof that Candidate is affiliated with eXp.

5. **AFFILIATION DEADLINE.** Candidate must affiliate with eXp by not later than \_\_\_\_\_ [insert date] (the "**Affiliation Deadline**"). If it becomes apparent to Candidate that conditions will prevent Candidate from affiliating with eXp by the Affiliation Deadline, then eXp may be willing to extend the Affiliation Deadline. In order to be considered for an extension, Candidate will first need to request such an extension, in writing (to the undersigned eXp representative's attention), explaining, (a) the desired length of an extension, and (b) the specific reason(s) for Candidate's request. Any request for an extension may be approved or denied in eXp's sole and absolute discretion.

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**If Candidate fails to affiliate with eXp by the Affiliation Deadline, then Candidate's ICA will be void *ab initio* (except as expressly provided in Section 9), and Candidate's ICA will be treated as though never signed by eXp or Candidate. This means, among other things, that Candidate's efforts at building a Revenue Share Group that is intended to become Candidate's own, will be in vain. Please do not miss the Affiliation Deadline.**

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6. **IRREVOCABLE WAIVER OF CLAIMS.** Candidate irrevocably releases, waives, and forever discharges and exonerates eXp from any and all demands, costs, claims, causes of action, losses, liabilities, penalties, debts, obligations, fees, expenses, damage awards, judgments, settlement amounts, and all other damages (including court costs, expert witness fees, and reasonable attorney's fees) (collectively, "**Claims and Losses**"), existing or subsequently arising, known or unknown, fixed or contingent, suspected or unsuspected, whether based on tort, contract, statute, common law, or any other type of legal or equitable theory which could

be asserted in any state court, provincial court, territorial court, federal court, arbitration, or any other legal or administrative proceedings, including, without limitation, actual, compensatory, consequential, incidental, statutory, liquidated, or punitive damages, which touch upon, concern, arise from, or relate in any way to exercise of eXp's rights to not accept Candidate as an eXp agent.

7. **NO GUARANTEE CANDIDATE WILL BECOME AGENT.** Neither the mutual signing of Candidate's ICA, nor the mutual signing of this Addendum, shall serve as a guarantee, assurance, or promise that Candidate will be accepted as an eXp agent. If Candidate is unable to affiliate with eXp for any reason (including, without limitation, that Candidate is not licensed in any state, or registered in any province or territory, as applicable, to perform regulated real estate brokerage activities), or if eXp determines, in the course of processing Candidate's onboarding information, that Candidate is not a good fit for eXp, then eXp reserves all rights to not accept Candidate as an eXp agent. In such instance, eXp will provide notice to Candidate advising of the discontinuation of Candidate's onboarding, whereupon Candidate's ICA will be void *ab initio* (except as expressly provided in Section 9), and Candidate's ICA will be treated as though never signed by eXp or Candidate. The defined term "Candidate," as used in this Addendum, shall be, and hereby is, synonymous with the defined terms, "Agent" or "Contractor," as may be used in Candidate's ICA; the term "Candidate" has been selected for use in this Addendum merely to aid the Parties in more fully understanding that the individual referred to as a "Candidate" is not an eXp agent until they have affiliated with eXp.

8. **NO RESTRICTIVE COVENANTS.** By signing this Addendum, Candidate represents and warrants to eXp that Candidate is not directly or indirectly subject to any franchise agreement, non-compete agreement, or any other type of agreement that contractually precludes Candidate from affiliating with eXp. Candidate agrees to pay all defense costs arising from any claim against eXp, and to indemnify eXp against all losses suffered by eXp, concerning Candidates representations and warranties in this Section 8.

9. **ADDITIONAL TERMS.** The recitals set forth in the Background section, above, are incorporated herein by reference in their entirety as though set forth verbatim and at length, and each shall have the force and effect of being a stipulation of fact. If any conflicts exist between the terms contained in this Addendum and the terms contained in Candidate's ICA, the terms of this Addendum shall govern and control. Any provision of this Addendum that expressly or by implication should come into effect, or continue in force, on or after the termination or voiding of Candidate's ICA (as applicable), shall remain in full force and effect. Without limiting the generality of the foregoing, Section 6 of this Addendum shall survive Candidate's ICA.

**CANDIDATE:**

**EXP:**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



<sup>i</sup> eXp Realty, LLC; eXp Realty of California, Inc.; eXp Realty of Northern California, Inc.; eXp Realty of Greater Los Angeles, Inc.; eXp Realty of Southern California, Inc.; eXp Realty North, LLC; eXp Realty of Connecticut, LLC; eXp Realty Associates, LLC; eXp Realty of Charlotte Metro NC, LLC; eXp Realty of Northwest NC, LLC; eXp Realty of Northeast NC, LLC; eXp Realty of Piedmont NC, LLC; eXp Realty of Southeast NC, LLC; eXp Realty of Triangle NC, LLC; eXp Commercial, LLC; eXp Commercial of California, Inc.; eXp Commercial of Connecticut, LLC; and eXp Realty of Canada, Inc.