

MANITOBA PROVINCIAL ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT

INTRODUCTION:

Real Broker Manitoba Ltd **O/A Real Broker**, a Canadian entity of The Real Brokerage Inc (Company), makes this addendum a part of the Independent Contractor's Agreement for agents affiliating with it in the Province of Manitoba. This addendum supersedes all previous addendums. While every effort is made to keep the contents of this document current, the Company reserves the right to modify, suspend, or discontinue any of the terms, policies, procedures and/or benefits described in this addendum with proper notice. If a circumstance or issue arises that is not addressed in this Independent Contractor Agreement, contact your Managing Broker or Broker of Record.

DEFINITIONS

The following definitions apply to this addendum:

- "License" means registration with Manitoba Securities Commissions (MSC). The word "License" can be used interchangeably with the term "MSC registration".
Link to [Manitoba Real Estate Services Act](#):
- "Provincial Regulator" means MSC
- "RESA" means the Real Estate Services Act (Manitoba) and its regulations, by-laws, guidelines, registrar bulletins, rules, Code of Ethics and Standards of Business Practice as may be amended from time to time.
- "Agent or Licensee" means a person registered as a Sales Representative or Broker or Associate Broker under the "Real Estate Services Act" as defined herein or is in the process of becoming one.
- "Broker" means the Managing Broker or Designated Broker of Company.

PROFESSIONALISM

Company expects Agent to exemplify the highest ethical standards as promulgated by the Code of Ethics of the Canadian Real Estate Association and MSC rules. All of an Agent's interactions with customers, clients and colleagues, whether verbal or in writing, are expected to maintain the highest level of professionalism.

ADVERTISING

All advertising must be approved by the Broker. Advertising may include any form of written or electronic materials which would induce a person to use the agent's services, to include, but may not be limited to; postcards, flyers, social media, radio or websites. All advertisements must comply with MSC's advertising guidelines, attached hereto:

Link to RESA's section 35: <https://web2.gov.mb.ca/laws/statutes/ccsm/r021e.php>

AGENT TRAINING

From time to time, the Broker may determine that additional training is necessary for the Agent. Broker may schedule training meetings where attendance shall be at the discretion of the broker.

COMPETITION COMPLIANCE

There are no standard commissions among REALTORS®. Agent must never imply that there is a standard commission. Agent is expected to focus on their client's needs above all else and cooperate with other brokerages regardless of the commission being offered, business model, age, sex, religion, or any other orientation. Agent is not to discuss business models or pricing practices with competitors. Agent shall not participate in any discussions of an anti-competitive nature.

DEPOSITS

All trust monies received by the Agent must be deposited immediately or no later than the next business day after receiving. No trust deposits will be accepted without being accompanied by the Contract of Purchase and Sale. Deposit is due by the date on the Contract of Purchase and Sale, if no date is specified it must accompany the Contract. Company will not accept cash deposits. Agent shall notify the Broker if a deposit referenced in an agreement is not received. Written acknowledgement from all parties is required for late deposits or a deposit which is returned NSF. Company will not set up an interest bearing account for clients wishing to earn interest on their deposits.

INCENTIVES and INDUCEMENTS

Only the Company can offer incentives and inducements in addition to the posted selling commission. At no time shall the Agent offer any form of incentives or inducements without written consent of the Provincial Broker.

COMPANY OFFICE

The office registered with MSC is intended to be the space where the Broker works to monitor brokerage activities and store the brokerage records. Company operates as a virtual office and does not offer workspace for Agents at the registered office address. Company will not accept deposits at the registered office address. Agent's personal correspondence including mail, shipping deliveries, appointments, pickups & drop-offs, should be arranged at the Agent's personal address or other appropriate location. The Broker and staff working at the office location will not be held responsible for Agent's personal correspondence, shipping deliveries, or other personal items that arrive at the office and may decline to accept such.

PHYSICAL OFFICES

No Agent shall open a physical office without first obtaining written permission of the Broker. An office must have the proper business license with municipal authorities and must comply with MSC rules and regulations. An Agent wishing to have a physical office is responsible to incur and pay for all expenses, including, but not limited to; business licenses, inspections, property taxes, leases, insurances, parking permits, utility services, and any other expenses or regulatory requirements, required to operate the office space. Agent shall have no authority to bind Company to any agreement of any type. All signage for a physical office shall be approved in writing by the Broker.

UNLICENSED ASSISTANTS

Unlicensed assistants must not perform real estate related activities which require a license. An Agent wishing to utilize unlicensed assistants must have a written service agreement in place that clearly outlines the duties and responsibilities of the unlicensed assistant and what the compensation will be for those duties. The service agreement shall clearly state what duties shall not be performed by the unlicensed assistant. A copy of the agreement is to be provided to the Broker for approval. Company shall not be responsible for payment of any unlicensed assistant as per MSC. If required, any unlicensed assistant shall be registered with the Real Estate Board.

Real estate professionals employing unlicensed assistants must ensure:

- To assign tasks assistants are competent to perform.
- Not to assign tasks that require a real estate license.
- Disclosure to clients, customers, public, and industry professionals, that the assistant does not hold a real estate license.
- Supervision of activities of the assistant.
- The assistant complies with Company policies and procedures.

MERE POSTINGS

Company provides full service to buyers and sellers. The Real Broker recognizes that there are many diverse business models and encourages Agents to operate their businesses in a way that works best for them. From time to time, Agents may identify a situation where providing a Mere Posting service makes the most sense for the Agent and Client involved. However, actively soliciting Mere Postings as a primary or significant source of business is not permitted. Agent is to focus on providing full service real estate representation to its clients, both buyers and sellers. The standard brokerage fees, being the greater of \$650 or 15%, apply to Mere Postings. An Agent doing more than the occasional Mere Posting will be asked to stop. Should Agent continue to pursue Mere Postings his/her sponsorship may be terminated.

DUAL AGENCY

Dual agency or limited joint representation, is permitted with an Acknowledgement of Limited Joint Representation agreement signed by both the buyer and the seller.

REAL ESTATE BOARD DUES

Agent is responsible for all Board or association fees and dues and will opt in for direct billing where permissible. The Agent will provide to the Broker a credit card to have on file. If the payment of monthly member board dues are paid by the Brokerage, the Agent authorizes the Broker to charge their credit card for any payments made by the Broker on behalf of the Agent.

LICENSING

MSC's Licensee requirements can be found here:

<https://realestatemanitoba.com/careers-in-real-estate/career-paths/real-estate-salespers>
[on](#)

EDUCATIONAL REQUIREMENTS

Licensee will be responsible for maintaining his/her license and staying up to date with MSC's educational requirements.

<https://realestatemanitoba.com/careers-in-real-estate/licensing/relicensing-education-rle>

Privacy Policy

CREA's Privacy Code

This office is a member of The Canadian Real Estate Association (CREA) and adheres to and abides by the principles set out in the CREA Privacy Code. All employees and sales representatives associated with this office must sign an acknowledgement that they will comply with the requirements of the Code.

The Privacy Statement

This office only collects personal information necessary to comply with the law (e.g. satisfy FINTRAC obligations), to effectively market and sell the property of sellers, to locate, assess and qualify properties for buyers and to otherwise provide professional and competent real estate services to clients and customers.

Privacy Officer

The Brokerage designated privacy officer is responsible for privacy compliance in this office. His/her name shall be made available to consumers. The responsibilities of the privacy compliance officer shall include:

- Establish and update information protection policies.
- Ensure policies are implemented by other organizations to which data-processing functions are outsourced.
- Establish criteria for classification of information.
- Evaluate the accessibility of sensitive information and take corrective action where necessary.
- Provide education to employees on the importance of information protection.
- Attempt to resolve consumer privacy complaints to the satisfaction of the consumer.
- Respond to privacy breaches, including reporting breaches to impacted individuals, the relevant privacy commissioner(s), and any other government institution when notifying that institution may be able to reduce the harm from the breach, when necessary.

Collection, Use & Disclosure of Personal Information

- Only the information necessary to facilitate the real estate transaction or otherwise provide professional and competent service to clients and customers will be collected.
- No personal information shall be collected from an individual without first obtaining express written consent of the individual as to the use and dissemination of that information.
- Once information is collected, it will be used and disclosed only for the purposes disclosed to the individual.
- All representation agreements must include the approved privacy clauses.

Disclosure for New Purpose

- Anyone using personal information for some new purpose that extends beyond the consent already provided must obtain the written permission of the person approving that use.
- Requests for information by law enforcement officials, lawyers, private investigators or other agents or subpoenas for documents issued by the court must be referred to the (privacy officer/office manager).

Accuracy of Information

To ensure the quality of the information collected:

- Insofar as possible, personal information should be collected directly from the consumer.
- Public property information (taxes, assessment data, etc.) should be verified.
- Disclaimers of accuracy in the form approved by the office should always be attached to any disclosure of information.

Access to Personal Information

- Copies of any privacy brochure approved by this office should always be available to the public in the reception area of the office.
- The individual set out in Section 3 as being responsible for privacy compliance is the person responsible for responding to access requests and all such requests will be referred to him or her. All staff and salespersons will cooperate fully with the privacy compliance officer in responding to requests.
- On written request and appropriate identification satisfactory to the organization, an individual will be advised of personal information about him/her retained in the firm's records.
- Where information cannot be disclosed (for example the information contains reference to other individuals or is subject to solicitor-client privilege) the individual will be given reasons for non-disclosure.
- An individual may have appended to a record, any alternative information where the office is of the view that the appended information is, in fact, correct.
- A minimal administrative fee may be charged to supply the information.

Compliance

- Any complaints from an individual concerning the collection, use or disclosure of their personal information or concerning the individual's ability to access their personal information must be referred to the privacy compliance officer, who will attempt to resolve the complaint to the individual's satisfaction.
- In the event the complaint cannot be resolved internally to the individual's satisfaction, he or she will be advised of where to direct the complaint.

Broker-Loading Policy

The Company has agreed to provide the Agent permission to broker-load and edit his/her own listings on their respective board's MLS® system, provided the agent agrees to the following:

- All required listing documentation must be completed and submitted to Real's transaction management system (reZEN) before 10:00 a.m. the next day for documentation to be checked by the brokerage. This includes any documentation for future changes to the listing. If the documentation is not received within this period of time, the agent may receive a written warning.
 - Once any listing documentation has been received, the brokerage will verify the accuracy of the information. Should the Agent be required to provide additional information/documentation, the broker will notify the agent. If this additional information/documentation is not received by the brokerage by 10:00 a.m. the next day, the agent may receive a written disciplinary warning.
- Any changes to an MLS® listing MUST first be documented in writing before being applied to the listing. For example, any price changes or extensions must be documented on the Amendment to Listing Agreement (Price Change/Extension) FIRST, then the listing can be edited.
- Agent agrees that whenever he/she makes any changes to the listing, the completed documentation evidencing the change must be submitted to reZEN.
- Agent agrees that the date of commencement of the listing agreement initialed by the Seller/Landlord for MLS® must reflect the date the listing went "live" on the MLS® system of their respective board. The agent further understands and agrees that once a listing is broker-loaded and a MLS® number is issued, the listing is considered "live".
- Agent agrees to comply and be familiar with their respective board's MLS® rules and guidelines. Agent shall be solely responsible for information broker-loaded by the agent and shall be responsible for the payment of any fines resulting from a Professional Standards complaint. .

Company reserves the right to revoke broker-loading and Add/Edit privileges in the case where an agent receives three (3) written warnings. Reinstatement of broker-loading privileges will be at the company's sole discretion.