



BROKER - SALES AGENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between MATTHEW SWANSON ("Broker") and _____, an independent contractor ("Agent").

WHEREAS, Broker is a duly licensed Real Estate Broker and is operating a real estate brokerage business which maintains its principal office in Washoe County, Nevada. Broker is associated with Solid Source Realty (the "Company").

WHEREAS, Agent is a duly licensed Real Estate Salesperson, as defined by the Nevada Real Estate Division, and desires to become associated with Broker as a real estate agent, and whereas it is deemed to be to the mutual advantage of Broker and Agent to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and each act done pursuant hereto, the undersigned hereby enter into the following Agreement:

ARTICLE I

SALES EFFORT - OFFICE FACILITIES - BUSINESS CONDUCT

1.1 Broker agrees to make available to Agent all current listings (brokerage engagements), except such as Broker, for valid and usual business reasons, may place exclusively in the temporary possession of some other Agent, and agrees, upon request, to assist Agent in his/her work by advice and agrees to provide full cooperation in every way possible.

1.2 Any and all listings of property, and all contracts for services in connection with the real estate business, shall be taken in the name of Broker. Such listings and contracts shall be filed with Broker as soon as practically possible and always within twenty-four (24) hours of securing a listing by signature of client or a contract-by-contract acceptance, along with earnest money if applicable. Failure to file any such document or documents shall be grounds for termination without notice under paragraph 11.5 below.

1.3 Broker and Agent agree that Agent will share any and/or all of the facilities of the office with other agents in any office operated by Broker during the term of this Agreement in connection with the subject matter of this Agreement.

1.4 Agent agrees to work diligently with his/her best efforts to sell any and all real estate listed with the Broker, to solicit additional listings and customers/clients for said Broker, and otherwise promote the business of serving the public in real estate transactions as well as engaging in a mutually beneficial profit-making operation. Agent assumes and agrees to perform

no other activities in association with Broker (unless so stated in a separate agreement), except to solicit, obtain and consummate listings and sales of real property, for the parties' mutual benefit, and to do so in accordance with the law and with the ethical and professional standards promulgated by the Nevada Association of REALTORS®.

1.5 Agent agrees to conduct his/her business and regulate his/her habits and working hours so as to maintain and increase the good will and reputation of Broker and Agent. Broker and Agent agree to conform to and abide by all laws, rules and regulations, and codes of ethics that are binding upon or applicable to real estate brokers and real estate agents, including but not limited to: Nevada Association of REALTORS®, real estate laws of the State of Nevada, National Association of REALTORS®, the Constitution and By-Laws of the Reno/Sparks Association of REALTORS®, the rules and regulations of the Northern Nevada Regional Multiple Listing Service, and/or any further modifications or additions to any of the foregoing.

1.6 Agent shall comply with any and all requirements of the Nevada Real Estate Division and the Broker's Policy and Procedure Manual on any and all real estate transactions.

1.7 Agent shall have the written consent of Broker prior to the marketing for sale, purchase, lease, option or rent, of any property or properties for which Agent is acting as seller/landlord and principal. Under no circumstances shall Agent hold earnest money on any personal transaction, whether rental, lease, option or sale without the express written consent of Broker. Agent shall disclose, in writing, when he/she is acting as principal in a real estate sale, purchase, rental, option, or lease.

1.8 Agent acknowledges that Broker, and/or its assigns, may from time to time monitor and/or interview Agent. Agent consents to this and agrees to indemnify and hold harmless Broker, and or its assigns, from actions resulting from such evaluations.

ARTICLE II INDEPENDENT CONTRACTOR AND COMPENSATION

2.1 This Agreement does not create an employer/employee relationship. Agent is and shall remain an independent contractor bound by the provisions hereof. This Agreement shall not be construed as a partnership, and neither party hereby shall be liable for any obligation incurred by the other except as provided elsewhere herein. Agent is compensated solely by means of commission and shall not have any guaranteed income or bonuses. Broker shall not withhold from Agent's commission any amounts for taxes or other government related assessments. Broker shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for Agent unless required by state law. Agent will not be treated as an employee for state or federal tax purposes with respect to services performed pursuant to this Agreement. No amount or amounts will be deducted for medical insurance, disability, or other such insurance unless offered by Broker and agreed to by separate agreement.

2.2 The commission to be charged for any services performed hereunder shall be as determined by Broker, and Broker shall advise Agent of any special contract(s) relating to any particular transaction which he/she undertakes to handle. When Agent shall perform any service

hereunder, whereby a commission is earned, said commission, when collected, shall be due and payable to Broker and subsequently be divided by Broker and Agent, in which division Agent shall receive a share (less any fees, dues, or expenses owed and not paid to Broker) as set out in the schedule of commission compensation in effect at the time of contract acceptance on the subject sales or lease contract (the "Commission Schedule"). In the event of special arrangements with any client of Broker or Agent on property listed or sold with Broker, a special division of commission may apply, such rate of commission to be agreed upon in advance by Broker. Only written agreements between Broker and Agent will be honored.

2.3 If two or more real estate agents list and/or sell a property together, or claim to have done so, said agents shall notify Broker, in writing, prior to closing, the percentage by which the commission payable to each agent shall be divided. Absent such notification, any division of the commission payable shall be at Broker's discretion.

2.4 All commissions shall be received by Broker; Agent's share of such commission (following deduction of fees owed to Broker), shall be payable to Agent upon receipt of a complete file by Broker during normal business hours (9:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays), provided Broker has received a correct commission distribution form at least three (3) business days prior to the closing date. If a complete file is received by Broker outside of normal business hours, Agent's share of such commission shall be payable to Agent on the next business day (Monday through Friday, except for holidays), provided Broker has received a correct commission distribution form at least three (3) business days prior to the closing date. Any commission that is delivered to Agent shall be promptly delivered within one business day to Broker without deduction of any share of such commission to which Agent may be entitled. Any delay in submitting the commission to Broker may result in a delay of Agent receiving Agent's share of the commission.

2.5 A commission shall be considered earned only upon actual payment by the party or parties for whom the service was performed, and in no event shall Broker be liable to Agent for Agent's share of commissions not collected, nor shall Agent be entitled to any advance or payment from Broker upon future commissions. Agent's only remuneration shall be Agent's share of the commission actually received by Broker.

2.6 Should Broker and/or Agent become involved in an arbitration with another real estate broker for a commission after a sale has been closed and commissions have been paid to Agent, Agent agrees to refund to Broker the commission which Agent has received in said transaction in the event the arbitration decision requires redistribution of the commission from Broker to the other real estate broker.

ARTICLE III

CONFIDENTIAL INFORMATION - OWNERSHIP OF MATERIALS - PUBLICITY

3.1. Agent acknowledges that certain methods of doing business and other elements comprising the SOLID SOURCE System are distinctive and have been developed by Franchisor and its predecessors at great effort, skill, time and expense, and that Agent will have regular and

continuing access to valuable trade secrets, confidential information and valuable training regarding the SOLID SOURCE System. Agent accordingly agrees as follows:

(a) Except as required in duties performed for Broker or another SOLID SOURCE Office, Agent will never, either during or after the term or engagement or employment, directly or indirectly use, disseminate or disclose to any person or entity, any trade secret or confidential information, including any client information or business methods of Franchisor, and will always seek to preserve the confidentiality of those trade secrets and confidential information.

(b) During his or her engagement or employment by Broker, Agent will not, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, divert or attempt to divert any business or client of Broker, Company or any other SOLID SOURCE Office to any competitor or other person by inducement or otherwise.

(c) During his or her engagement or employment and for 1 year after the later of: 1) termination of his or her engagement or employment by Broker, regardless of the cause of termination, or 2) the date of final judgment or order of any court or tribunal that enforces this Agreement, Agent will not, without the prior written consent of Franchisor, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, engage or seek to engage as an independent contractor or employ any person who, within the preceding 6 months, has been an independent contractor or employee of Broker, Company or any other SOLID SOURCE Office, or induce or seek to induce any person who is an employee or independent contractor of Broker, Company or any other SOLID SOURCE Office to leave his or her employment or engagement.

(d) During his or her engagement or employment by Broker, Agent will not, without the prior written consent of Franchisor, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any other person or entity, own, operate, maintain, engage in, have any interest in, be employed by or perform any service for any business other than Broker, Company or another SOLID SOURCE Office, which offers services or products that are the same as or substantially similar to services or products that are or could be offered by Broker or Company under the Franchise Agreement, and which operates where Broker, Company, another SOLID SOURCE Office or any other related entity is operating.

(e) Company and Agent acknowledge that Franchisor may eliminate or reduce the scope of any covenant or subpart in this Section 3.1 without the consent of Broker, Company or Agent, effective immediately on written notice from Franchisor, and Broker, Company and Agent agree to comply promptly with any covenant or subpart so modified, which will be fully enforceable notwithstanding anything to the contrary in this Agreement.

3.2 Agent acknowledges that any photographs, listing content, materials, intellectual property, or other works created for Broker (collectively, the “Work Product”) are works which have been specially commissioned by Broker and are “work made for hire” for Broker, and Broker shall own all right, title, and interest therein. Broker shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the

Work Product. Broker shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Broker would be deemed to not own any portion of the Work Product as a work made for hire, Agent hereby assigns, transfers, releases and conveys to Broker all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

3.3 Agent agrees that all records of Broker and Company, including records of customers and all other records relating in any manner to the Office, whether prepared by Agent or otherwise coming into his or her possession, are the exclusive property of Broker or Company. Additionally, Agent agrees that all files, records, documents, drawings, specifications and similar items relating to the Office, including all copies of those items, whether prepared by Agent or otherwise coming into his or her possession, will not be removed by Agent from Company's premises without the prior written consent of Broker or Company. Any records not at Company's premises will immediately be returned to Company by Agent on termination of his or her engagement or employment, regardless of the cause of termination.

3.4 Agent hereby grants Broker, Company and Franchisor the right to use Agent's name, voice, image and likeness, without any additional compensation, in connection with any advertising, training materials, and other publicity related to the real estate brokerage business operated by Broker and Company.

ARTICLE IV EXPENSES

4.1 Broker shall not be liable to Agent for any expenses incurred by Agent or for any of Agent's acts or omissions. Agent shall have no authority to bind Broker by any promise or representation, unless specifically authorized in writing in a particular transaction. Suits for commission shall, pursuant to applicable law, be maintained only in the name of Broker, and Agent shall be construed to be a subagent only with respect to the clients and customers for whom service shall be performed, and shall otherwise be deemed to be an independent contractor and not a servant, employee, or partner of Broker.

4.2 Agent shall pay all of Agent's business expenses, including business cards. All business cards must be approved by Broker. Agent shall furnish Agent's own dependable transportation. Agent shall maintain in force and effect personal automobile liability insurance protection of not less than \$300,000 combined single limit or \$100,000 split limit and must name Company (and its officers, directors and employees) as additional insureds. Agent shall provide evidence of such insurance and endorsement within 10 days of coverage. Agent shall be liable for insurance coverage and Broker shall have no responsibility thereof. Agent assumes all liability for Agent's use or misuse of his/her automobile.

Agent shall pay Broker a flat amount of \$50 per transaction towards the cost of real estate professional liability ("E&O") insurance if the seller obtains a home warranty at the time of closing, or \$75 per transaction if the seller does not obtain a home warranty at the time of

closing. Agent understands and acknowledges that Broker shall have the sole discretion of electing whether to submit a claim with the E&O insurance carrier. Agent agrees to indemnify and hold Broker harmless from any and all insurance claims and amounts required to be paid by Broker in connection with any such claims, including, without limitation, any required deductibles. Broker may, at Broker's discretion, agree to pay 50% of a required deductible for an insurance claim arising from a particular transaction if Agent provided the proposed purchase agreement and all other relevant transaction documents (e.g., addendas, counter offers, etc.) to Broker for review and approval prior to obtaining the binding signatures of all parties on such agreement.

4.3 Whenever Broker is a member of any real estate organization(s), and Broker's continued membership is based on the membership of licensees, Agent agrees to immediately join and pay any and all applicable dues and membership fees, and attend any indoctrination or training courses required by said organization(s).

4.4 Agent shall pay all of the costs of his/her real estate license, costs associated with retaining the real estate license, and all of Agent's dues for becoming or remaining a member of the National Association of REALTORS®, the Nevada Association of REALTORS®, the local real estate board affiliation or other dues and any occupation tax or notary bond, if applicable.

ARTICLE V RULES AND REGULATIONS

Violation of any law contained in the Nevada Revised Statutes or any rules and regulations as promulgated in accordance with the Nevada Real Estate Division will not be tolerated by the Broker and is grounds for immediate termination. Broker shall not be liable for such violations made by Agent. Agent shall have no authority to bind Broker by any promise or representation, unless specifically authorized in writing in a particular transaction.

ARTICLE VI LISTINGS - CORRESPONDENCE - RECORDS AND FORMS

6.1 Agent agrees that any and all listings of property, and all actions taken in connection with the real estate business, shall be taken by Agent in the name of Broker. Such listings shall be filed with Broker within one (1) business day after receipt of same by Agent. All listings shall be and remain the separate and exclusive property of Broker unless otherwise agreed by the parties hereto.

6.2 Agent shall timely disclose to purchasers and sellers the Agency Disclosure as adopted by Broker. Agent shall comply with all brokerage agency policies, including appropriate use of agency forms and exhibits.

6.3 Agent agrees to only use forms and agreements that are approved by Broker. Agent understands and agrees that all contracts, advertising, forms, and correspondence shall be in the name of the Broker and are subject to approval by Broker.

6.4 Broker and Agent agree that all correspondence received, copies of all correspondence written, plats, listing information, memoranda, files, photographs, reports, legal opinions, accounting information, and any and all other instruments, documents or information of any nature whatsoever concerning transactions handled by Broker or by Agent or jointly are and shall remain the property of Broker.

6.5 Agents may not use any advertising materials that have not been approved in advance by the Broker.

ARTICLE VII INDEMNITY AND REPRESENTATION

7.1 Agent agrees to indemnify Broker and hold Broker harmless from all claims, demands and liabilities, including costs and attorney's fees, to which Broker is subject by reason of any action taken by Agent or omitted by Agent pursuant to this Agreement; provided, however, that this indemnity shall be limited to such claims, demands and liabilities as are not covered by and paid for out of insurance proceeds.

7.2 Agent warrants and represents that Agent is neither restricted nor prohibited from engaging in any real estate brokerage activities pursuant to the terms of any agreement (including, without limitation, any restrictive or non-competitive covenant) with any former employer, broker or agent, and further, that Agent is not in any way restricted nor prohibited from entering into this Agreement or from conducting real estate brokerage business in the State of Nevada.

7.3 Agent shall have no right or authority to obligate Broker by agreement, representation or otherwise to any contract or commitment of whatever kind, including, without limitation, to purchase materials or retain services or to fix the rate, amount or manner of payment or division of commission and fees, without first obtaining the prior written approval of Broker.

7.4 Agent agrees to commit no act of a type for which the Nevada Real Estate Division suspends or revokes a license.

7.5 Agent shall read and abide by the Code of Ethics of the National Association of REALTORS®, the real estate laws of the State of Nevada, the By-Laws and any rules and regulations of the Reno/Sparks Association of REALTORS®, and any future additions to or modifications of any of the foregoing.

7.6 Broker reserves the right to change or modify any term or terms of this Agreement with written notice to Agent. In the event of a change or modification, all other terms and conditions of this Agreement shall remain in effect unless otherwise provided.

ARTICLE VIII
LITIGATION AND CONTROVERSIES

8.1 Broker shall have the sole right to determine whether any dispute or litigation shall be prosecuted, defended, compromised or settled, and Broker shall have the sole right to determine the terms and conditions of any compromise or settlement. Agent shall not institute any legal proceedings or enter into any compromise or settlement in connection with any dispute arising out of a transaction in which Agent was involved without the prior written consent of Broker.

8.2 Suits for commissions shall be determined by Broker and maintained only in the name of the Broker.

8.3 Agent shall immediately notify Broker when notice of any claim or potential claim against Broker and/or Agent has been brought to the attention of the Agent. In the event any suit is brought against Agent that relates in any way to this Agreement or any other agreement between Agent and Broker, Agent shall immediately notify Broker.

8.4 In the event that Agent does not wish to enter into such claim or claims jointly with Broker, then Agent hereby grants to Broker the power of attorney in his/her name, place and stead to institute an action in a court of competent jurisdiction concerning commissions or other matters related to the conduct of such real estate business of Broker and Agent as have been pursued by the parties under this Agreement, to conduct the same to a final decision, to negotiate settlements, to defend actions, suits or proceedings pertaining to said real estate business, to employ counsel, and to conduct said matters in final consummation in such manner and upon such terms as Broker may seem expedient or desirable.

8.5 In the event any transaction in which Agent is involved results in a dispute, litigation or legal expense, Agent shall cooperate fully with Broker. Broker, in its sole discretion, may determine whether any litigation or dispute shall be prosecuted, defended, compromised or settled; the terms and conditions of any compromise or settlement; whether or not legal expense shall be incurred.

8.6 Agent agrees to indemnify and hold Broker harmless from all claims, demands, expenses and liabilities, including costs and attorney's fees, to which Broker is subjected: 1) by reason of Agent's failure to conduct his/her business as set forth in this Agreement or 2) by reason of any dishonest or deliberately fraudulent act or omission, of any criminal or malicious act, of any violation by Agent of Nevada's real estate license law, or of any omission by or at the direction of Agent. Broker shall not be obligated to pay any judgment or final adjudication of liability based upon such claims and the obligation to pay any such judgment or final adjudication or liability on such claim shall be solely the obligation of Agent as provided herein. In addition, Agent understands that, from time to time, Broker may deem it necessary to obtain legal consultation concerning one or more of Agent's transactions. Agent agrees to reimburse and indemnify Broker for any costs and attorney's fees reasonably incurred by Broker to obtain legal advice concerning such transactions.

ARTICLE IX
CANCELLATION AND NON-RENEWAL OF LISTINGS

9.1 Broker shall have the sole right to cancel any exclusive listing agreement on any property at any time without notice to Agent.

9.2 Broker shall have the right to not renew any brokerage engagement.

ARTICLE X
AUTHORITY TO CONTRACT

10.1 Agent shall have no authority to bind, obligate or commit Broker by any promise or representation, unless specifically authorized by Broker in writing in a particular transaction; provided, however, that Agent shall be and is hereby authorized to execute contracts for sale, listing agreements, brokerage engagements (seller, buyer, and dual) for and on behalf of Broker as Agent or Principal Agent for property not owned by Broker so long as the commission involved in such transaction is not less than that determined appropriate for such transaction or service by Broker. Agent is not authorized to deal as salesperson for transactions involving property owned by Broker.

10.2 Agent agrees to make timely disclosures to buyers and sellers, representing parties in transactions with their informed, written consent in a Brokerage Engagement, Agency Disclosure or other such disclosure document. The Brokerage Engagement must be on file in the office. Agent shall also disclose any and all dual agency and proceed in such transactions according to company policy and in compliance with applicable law.

ARTICLE XI
TERMINATION

11.1 This Agreement, and the relationship created hereby, may be terminated by either party hereto, without cause, by giving written notice to the other party of the election to so terminate. However, this provision shall in no way limit the right of Broker to terminate this Agreement with Agent at any time without notice pursuant to paragraph 11.5 below. The rights of the parties to any commissions which accrued prior to said notice shall not be divested by the termination of this Agreement except as stipulated herein.

11.2 Upon termination of this Agreement, all sales contracts pending closing negotiated by Agent during the term of this Agreement shall continue to be handled through Broker and with such assistance by Agent as is reasonable under all the circumstances. Agent shall be compensated according to the Commission Schedule then in effect at time of contract, subject to Article XII. Payment of commission outstanding at the time of termination will be held until the office account (office fees, MLS fees, etc.) is satisfied and any outstanding balances for the office account will be deducted from such commission. Broker's portion of the commission shall not be waived on sales which are pending at the time of termination and in which Agent is acting as principal.

11.3 Listings generated by Broker are property of the company and Agent loses all rights to listings upon leaving, termination, or transfer from company, unless otherwise agreed upon by the Broker. In addition, all plats of property, keys or other property which Broker owns or for which Broker is responsible, including but not limited to “for sale” signs, notebooks, listing cards, lock boxes, records, sales material, or sales collateral, renderings, plans, plats, drawings, that have been used in connection with the listing or selling of property shall be returned in person by Agent to Broker at the time of termination. Agent may not use Broker’s logos, tags, business cards or other Broker-identified materials after termination. Failure to meet the requirements of this paragraph shall be grounds for Agent’s forfeiture of all rights, to all pending deals/closings, including commissions, and for Broker to file a formal written complaint against Agent with the Nevada Real Estate Division.

11.4 Upon termination of this Agreement, Agent further agrees not to furnish to any person, firm, company or corporation engaged in the real estate business any information as to Broker’s clients, customers, properties, prices, terms of negotiations nor Broker’s policies or relationships with clients and customers nor any other information concerning Broker. Agent shall not, after termination of this Agreement, remove from the files or from the office of the Broker any maps, books and publications, card records, investor or prospect list, or any material, files or data, and it is expressly agreed that the aforementioned records and information are the property of Broker. Agent may be entitled to photostats of certain instruments pertaining to transactions in which Agent has a bona fide interest, and Broker shall not unreasonably withhold the same from Agent.

11.5 Broker may terminate this Agreement without written notice upon the occurrence of any of the following causes:

- (1) Any breach of this Agreement by Agent;
- (2) Self-dealing by Agent;
- (3) Cessation of Agent to be licensed in the State of Nevada;
- (4) Failure of Agent to comply with any applicable law or regulation of the Nevada Real Estate Division;
- (5) Conviction of Agent of any crime other than a minor traffic offense;
- (6) Failure of Agent to conduct himself/herself and business in a professional manner as described by REALTOR® guidelines; or
- (7) Failure of Agent to file purchase agreements, addenda or counter offers within twenty-four (24) hours of securing a listing by signature of client or a contract-by-contract acceptance, along with earnest money if applicable.

ARTICLE XII COMMISSION

Commission is considered earned upon delivery of certified funds to Broker. Associates/Agents are responsible for all of their personal expenses. Commissions shall be issued per the Commission Schedule that is in place at the time of the transaction. The Commission Schedule is part of this Agreement.

ARTICLE XIII
RESPONSIBILITIES

13.1 Agent shall be required to fill out and properly present all Broker-required forms and multiple listing service ("MLS") information sheet(s) on all homes to be listed. Agent is expected to have an understanding of comparative market analysis ("CMA") and be versed in the computer input of listings. Agent is responsible for reviewing Broker-required forms and the print-out from the MLS to insure accuracy.

13.2 Agent must commit to service Agent's listings according to Broker's standards. This means regular contact with the seller (or buyer, if representing the buyer) documented with notes in electronic contact card, primary responsibility for communication with the seller (or buyer, if representing the buyer), writing and reviewing advertising, installing "For Sale" signs and lock boxes, overseeing the listing file, maintaining good communications with all parties involved, delivering "Open House" signs, putting up sold signs, supervising the closing process of pending listings, and retrieving all signs and lockboxes.

Agent shall have the primary responsibility for setting up electronic listing files, inputting listings into the MLS, preparing advertising copy, and handling price changes to make sure these items are done timely and correctly.

13.3 Agent understands and acknowledges that there is NO "Floor Time." It shall be Agent's responsibility to service his or her own listings, which includes setting up showing appointments and answering Buyer inquiries.

13.4 Broker reserves the right to modify the Commission Schedule upon delivery of written notice to Agent. However, any modified Commission Schedule shall not apply to pending transactions or active listings at the time the modified Commission Schedule takes effect.

ARTICLE XIV
SUPPLEMENT TO COMMISSION SCHEDULE

14.1 Agent's compensation shall be as provided in the Commission Schedule in effect at time contract is written and accepted.

14.2 Agent forfeits any and all commission if Broker dismisses Agent for cause as outlined in paragraph 11.5.

14.3 Notwithstanding anything herein, Broker shall have authority to withhold any commission payment due to Agent or other real estate agents until any disputes, inequities, or outstanding bills are paid and/or resolved.

ARTICLE XV
MISCELLANEOUS

15.1 All notices from Broker to Agent are considered sufficient if presented in person,

through interoffice mail, or by certified mail to Agent's last known address.

15.2 All notices from Agent to Broker are considered sufficient if presented in person to Broker or Broker's manager, or by certified mail to Broker's office address.

15.3 This Agreement shall be governed by the laws of the State of Nevada.

15.4 This Agreement is personal to the parties hereto and may not be assigned, sold or otherwise conveyed by either of them.

15.5 The failure of any party hereto to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver of such provision or term, nor of the right of any party thereafter to enforce such term or provision.

15.6 If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and the intent of this Agreement and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the durability or enforceability of such provision in any other jurisdiction.

15.7 If Agent holds a real estate broker's license from the State of Nevada, Agent shall, during the existence of this Agreement, act only in the capacity of real estate salesperson associated with Broker according to the terms of this Agreement. In such case, Broker agrees that Agent may on his/her business card and/or other written communication identify himself/herself as a "Broker-Salesperson."

15.8 Broker may relocate its principal office at its sole discretion and/or open additional offices.

15.9 Any portion or portions of this Agreement may be modified or changed from time to time by written notice from Broker to Agent. Modification or change does not void or invalidate this Agreement unless otherwise provided.

15.10 The captions, headers or headings contained herein are for convenience and reference only and shall not be deemed as part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

15.11 Broker hereby gives notification that Agent may be bound to additional terms and conditions of other agreements between Broker and Agent. Other agreements between Broker and Agent may refer to the Agent as Associate. For the purpose of all such agreements, the terms "Agent" and "Associate" shall be synonymous.

15.12 Agent agrees to be bound to the terms and conditions of the Policy and Procedures Manual.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BROKER:

Date

AGENT:

Date