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Section 1: Introduction

1.1 Purpose

Welcome to List n Show LLC.

This Policy & Procedure Manual explains the operating policies, business practices, and professional standards that apply to all real estate licensees affiliated with the Company.

The purpose of this Manual is to provide a consistent framework for conducting brokerage activities while allowing each Agent the flexibility to operate an independent real estate business.

This Manual is intended to:

- promote professionalism and ethical conduct;
- ensure compliance with applicable laws and regulations;
- establish consistent brokerage procedures;
- protect clients, Agents, and the Company;
- reduce risk through standardized operating practices; and
- support efficient real estate transactions.

This Manual shall be read together with the governing documents listed in Section 1.4, including the Independent Contractor Agreement, Schedule A (Compensation & Fee Schedule), and, to the extent executed by the Agent and the Company, Schedule B (Company-Generated Business Program), Schedule C (Mentorship Program), and Schedule D (Transaction Coordinator Services).

Nothing contained in this Manual creates an employment relationship. Agents remain independent contractors responsible for operating their own independent real estate businesses while affiliated with the Company.

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1.2 Brokerage Philosophy

List n Show™ was created around a simple philosophy:

Agents should spend their time serving clients, not managing brokerage administration.

The Company exists to provide the brokerage infrastructure that allows Agents to focus on what they do best:

- building relationships;
- generating business;
- advising clients;
- negotiating transactions; and
- providing exceptional customer service.

The Company supports those efforts by providing brokerage supervision, compliance oversight, technology, resources, administrative systems, and, as available, training, coaching, and optional programs such as Transaction Coordinator Services and the Mentorship Program.

The Company's objective is to create an environment where independent real estate professionals can grow successful businesses while benefiting from consistent brokerage support and professional standards.

1.3 Independent Business Relationship

Each affiliated Agent operates an independent business under the Company's brokerage license.

Agents determine how they prospect, market themselves, develop client relationships, schedule their work, and build their businesses, subject to applicable law and Broker supervision. The Company does not require any minimum number of hours, any specific schedule, or any minimum production level unless otherwise agreed in writing.

Nothing contained in this Manual should be interpreted as limiting an Agent's independence except where necessary to:

- comply with law;
- comply with MLS requirements;
- protect consumers;
- protect Company assets;
- maintain brokerage records; or
- fulfill the Broker's statutory responsibilities.

Because all brokerage activities are conducted under the Company's real estate license, the Broker retains final authority over matters involving legal compliance, brokerage operations, and consumer protection.

1.4 Governing Documents

The following documents govern the relationship between the Company and each affiliated Agent:

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A. Independent Contractor Agreement. The Independent Contractor Agreement establishes the legal relationship between the Company and the Agent, including independent contractor status, Broker supervision, confidentiality, risk management and indemnification, termination, dispute resolution, and other legal matters. The Independent Contractor Agreement consists of the agreement itself, Schedule A, and any Optional Schedule (Schedules B, C, and D) that the Agent and the Company have both signed.

B. Schedule A – Compensation & Fee Schedule. Schedule A governs compensation and fee matters, including the commission plan, the Monthly Platform Fee, the Risk Management Fee, the Client Document Processing & Storage Fee, deductions, referral obligations, and other financial arrangements, except as an executed Optional Schedule provides for the matters it governs.

C. Schedule B – Company-Generated Business Program (Optional Schedule). Schedule B applies only to an Agent who has signed it. It governs Company-Generated Business Opportunities, including how business opportunities are classified, assigned, and reassigned; the commission split for that business; Derived and Repeat Business; and post-termination rights relating to that business. The Company assigns Company-Generated Business Opportunities only to Agents who have executed Schedule B.

D. Schedule C – Mentorship Program (Optional Schedule). Schedule C applies only to an Agent who has signed it. It governs the Mentorship Program, including the designation of the Mentor, the responsibilities of the Company, the Mentor, and the Mentee, and the Mentorship Referral Fee payable to the Company (see Section 2.11).

E. Schedule D – Transaction Coordinator Services (Optional Schedule). Schedule D applies only to an Agent who has signed it. It governs the optional Transaction Coordinator Services, the Transaction Coordinator Fee, and the fees for Optional Administrative Support (see Sections 2.6 and 4.2).

F. Policy & Procedure Manual. This Manual establishes the Company's operating procedures and day-to-day business practices.

G. List n Show™ Standard of Performance. The Standard of Performance sets the Company's service and professionalism expectations. Agents are required by the Independent Contractor Agreement to comply with it. It is incorporated into this Manual as Section 9 and is read together with the rest of this Manual.

H. Training Materials. Training materials, checklists, forms, videos, and educational resources are designed to assist Agents in providing consistent, professional service to clients. They supplement this Manual but do not replace the requirements contained in the governing documents.

An Agent's decision not to sign an Optional Schedule does not affect the Agent's affiliation with the Company or the Agent's rights and obligations under the Independent Contractor Agreement and Schedule A, except that the Company assigns Company-Generated Business Opportunities only to an Agent who has executed Schedule B.

The Broker may revise this Manual from time to time to reflect changes in law, technology, brokerage operations, or Company policies. Revisions become effective upon notice to affiliated Agents, delivered by email or through a Company-approved electronic system.

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1.5 Mission Statement

The mission of List n Show LLC is to provide independent real estate professionals with a modern brokerage platform that combines professional support, efficient systems, practical training, and ethical business practices.

Our objective is to simplify the brokerage experience so Agents can devote more time to serving clients, building relationships, and growing successful businesses while maintaining the highest standards of professionalism, integrity, and compliance.

1.6 Core Values

Every affiliated Agent is expected to conduct business in a manner consistent with the Company's core values:

- Integrity. Always act honestly, ethically, and in the best interests of the client.
- Professionalism. Maintain a high standard of competence, courtesy, and respect in every transaction.
- Compliance. Follow all applicable laws, regulations, MLS rules, and Company policies.
- Service. Deliver exceptional service through communication, preparation, and attention to detail.
- Accountability. Accept responsibility for individual business decisions and professional conduct.
- Continuous Improvement. Commit to ongoing education, skill development, and professional growth.

1.7 How to Read This Manual

Because the Independent Contractor Agreement requires Agents to comply with this Manual, the words used in it have the following meanings:

- "Shall" and "must" mark requirements. Failure to comply may be treated as a failure to comply with Company policies under the Independent Contractor Agreement.
- "Should" and "encouraged" mark recommended practices and professional guidance. They are not independent requirements unless the Broker so directs or the practice is needed to comply with a requirement stated elsewhere.
- "Promptly" means as soon as reasonably possible under the circumstances. For a suspected data breach, wire fraud attempt, cybersecurity incident, lost device, or unauthorized access, "promptly" means immediately upon discovery.
- Capitalized terms not defined in this Manual, such as Company-Generated Business Opportunity, Personal Business Opportunity, Derived Business Opportunity, Repeat Business Opportunity, Gross Commission Income, Transaction Side, Monthly Platform Fee, Mentor, Mentee, Mentorship Referral Fee, Transaction Coordinator Services, Transaction Coordinator Fee, and Optional Administrative Support, have the meanings given in the Independent Contractor Agreement, Schedule A, and the applicable Optional Schedule (Schedule B, C, or D). As provided in the Independent Contractor Agreement, "Company-Generated Business Opportunity" has the meaning given in Section 5.3 of the Independent Contractor Agreement whether or not the Agent has executed Schedule B.

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1.8 Order of Precedence

This Manual implements, and does not change, the Independent Contractor Agreement and its Schedules. If this Manual conflicts with any of them, the following order applies:

1. Schedule B, if executed, controls as to Company-Generated Business Opportunities.
2. Schedule C, if executed, controls as to the Mentorship Program and the Mentorship Referral Fee.
3. Schedule D, if executed, controls as to Transaction Coordinator Services and related fees.
4. Schedule A controls as to all other compensation and fee matters.
5. The Independent Contractor Agreement controls as to all other matters.
6. This Manual applies to operating procedures and day-to-day practices, to the extent consistent with items 1 through 5.

Nothing in this Manual alters the independent contractor relationship established by the Independent Contractor Agreement.

Section 2: Brokerage Operations

2.1 Broker Supervision

Connecticut law requires every real estate brokerage to operate under the supervision of a licensed Broker. All brokerage activities conducted by affiliated Agents are performed under the Company's real estate license and are therefore subject to Broker oversight.

Broker supervision exists to:

- protect the public;
- ensure compliance with applicable laws and regulations;
- promote ethical business practices;
- reduce risk;
- maintain complete brokerage records; and
- provide guidance and support to affiliated Agents.

Broker supervision is intended to satisfy legal and regulatory requirements and does not create an employer-employee relationship. Agents remain independent contractors responsible for operating their own businesses.

The Broker reserves the authority to:

- review transactions and files;
- approve or reject advertising;
- require corrections to documentation;
- establish Company operating procedures;
- interpret Company policies;

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- administer and interpret compensation provisions in good faith, as provided in the Independent Contractor Agreement and the Schedules;
- determine the classification of business opportunities, as provided in Section 5.3 of the Independent Contractor Agreement and Schedule B;
- administer the Mentorship Program and Transaction Coordinator Services, including the designation of Mentors, as provided in Schedules C and D;
- intervene when necessary to protect clients or the Company; and
- take appropriate action regarding policy violations.

Compensation and other disputes that are not resolved informally are subject to the mediation and arbitration process in Article 8 of the Independent Contractor Agreement.

Agents shall cooperate promptly with all reasonable requests made by the Broker or authorized Company personnel.

2.2 Company Communications

Timely communication is essential to providing professional brokerage services.

The Company may communicate through:

- email;
- telephone;
- text messaging;
- Company CRM;
- Transaction Management System;
- video conferencing;
- internal messaging platforms;
- Company meetings; and
- Company newsletters or announcements.

Agents shall review Company communications at reasonable intervals and shall respond promptly to communications concerning their active transactions, compliance requests, audit requests, and notices of policy changes. Failure to review Company communications does not excuse noncompliance with Company policies, compliance requests, or transaction deadlines.

2.3 Client Responsiveness and Availability

Agents set their own schedules. The Company does not establish working hours.

Because Agents owe duties to their clients, each Agent shall ensure that clients and parties to active transactions receive timely responses to:

- telephone calls;
- emails;

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- text messages;
- showing requests;
- offers;
- inspection issues; and
- other transaction-related matters.

If an Agent expects to be unavailable for a period that may affect active clients or pending transactions, the Agent shall make appropriate arrangements so that clients continue to receive professional service, and shall notify the Broker of the absence.

2.4 Company Technology Systems

The Company provides various technology systems to assist Agents in conducting business efficiently.

Depending upon Company programs and services, these systems may include:

- Customer Relationship Management (CRM);
- Transaction Management System (currently Realty Back Office, "RBO");
- Electronic Signature Platform;
- Document Storage;
- Marketing Platform;
- Company Email;
- Training Portal;
- File Sharing Systems;
- Lead Management Tools; and
- Communication Platforms.

Agents shall use Company-approved systems whenever required. Company systems exist to improve efficiency, maintain regulatory compliance, and protect brokerage records. Unauthorized third-party systems may not be substituted where Company systems are required.

2.5 File Management

Accurate recordkeeping is one of the most important responsibilities of every affiliated Agent.

Every transaction conducted under the Company's license shall be maintained within the Company's transaction management system (RBO, or any successor system designated by the Company).

Agents shall:

- create transaction files promptly;
- upload required documents;
- obtain required signatures;

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- maintain complete transaction records;
- meet contractual deadlines;
- promptly update transaction status; and
- respond to requests from the Broker or Transaction Coordinator.

The Company may establish document naming standards, file organization requirements, and submission procedures to improve consistency and compliance.

Incomplete transaction files will delay commission processing (see Section 4.9).

2.6 Transaction Administration and Coordination

The Company performs transaction administration, compliance review, document management, electronic storage, and record retention for transactions conducted under its license. The Client Document Processing & Storage Fee described in Schedule A offsets the cost of these functions.

In addition, the Company offers optional Transaction Coordinator Services under Schedule D – Transaction Coordinator Services. These services are available only to an Agent who has executed Schedule D, are elected on a transaction-side basis, and are subject to the Transaction Coordinator Fee and, where requested, Optional Administrative Support fees (see Section 4.2). Agents are not required to use Transaction Coordinator Services on any transaction.

When elected for a transaction side, Transaction Coordinator Services generally include:

- contract-to-closing management: transaction file setup in RBO, contract and document organization, compliance review and document verification, signature verification and document tracking, and distribution of contracts to attorneys and lenders;
- deadline and file management: entering contract deadlines and milestones, tracking missing documents and following up as needed, uploading inspections, amendments, and correspondence, and maintaining the transaction calendar in RBO;
- coordination with transaction parties: maintaining contact records for all parties, coordinating communication with attorneys and lenders, and managing documentation for repair requests and transaction updates; and
- closing and commission processing: preparing and delivering the Commission Invoice to the closing attorney, submitting internal Commission Request forms, MLS closing updates when applicable, final transaction file completion and archiving, and uploading required disclosure forms.

Scheduling inspections and appointments, preparing repair requests, and preparing addendums are Optional Administrative Support services. They are available only on request and for an additional fee, as described in Section 4.2. The Company may adjust the scope, staffing, systems, and procedures used to deliver Transaction Coordinator Services from time to time.

Transaction coordination does not replace the Agent's responsibility for:

- representing clients;
- negotiating transactions;

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- preparing offers;
- explaining contracts;
- obtaining signatures;
- communicating with clients; or
- exercising professional judgment.

The affiliated Agent remains responsible for every transaction handled under the Company's license.

2.7 Brokerage Records

All brokerage records created under the Company's license belong to the Company.

Required records include, but are not limited to:

- listing agreements;
- buyer representation agreements;
- purchase contracts;
- amendments;
- disclosures;
- inspection documents;
- correspondence relating to transactions;
- commission records;
- settlement statements; and
- all documents required by applicable law.

Agents shall promptly provide any requested records to the Company.

Company records shall not be destroyed, altered, withheld, or removed without authorization.

2.8 Record Retention and Personal Records

The Company maintains brokerage records in accordance with Connecticut law and Company policy.

Agents shall not destroy records relating to brokerage activities conducted under the Company's license, except at the Broker's written direction. Electronic records maintained within Company systems serve as the official brokerage record unless otherwise directed by the Broker.

Agents may keep copies of their own personal business records that are not brokerage records and do not contain Confidential Information, such as:

- contact information for people in the Agent's personal sphere of influence and other Personal Business Opportunities developed independently of Company resources;
- the Agent's own marketing materials and personal branding;
- the Agent's own tax, expense, and income records; and

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- the Agent's own licensing and continuing education records.

Agents shall not keep copies of client files, transaction records, CRM data, or information about Company-Generated Business Opportunities, except as required by law or with the Broker's written consent. See Section 8.14 for obligations on termination.

2.9 Company Meetings and Training

The Company may periodically conduct meetings, educational programs, coaching sessions, legal updates, technology training, and compliance workshops.

Participation in meetings and training is encouraged. Attendance is required only where necessary to satisfy legal or regulatory requirements, and the Company will give notice of any required session. The Company strongly encourages continuing education beyond minimum licensing requirements and believes that ongoing professional development benefits both Agents and consumers.

Newly affiliated and developing Agents may also participate in the Company's Mentorship Program. Participation is voluntary, but an Agent who has executed Schedule C is expected to participate as described in Section 2.11.

2.10 Policy Interpretation

Questions regarding the interpretation of this Manual should be directed to the Broker.

Only the Broker, or a person specifically designated by the Broker, is authorized to interpret Company policies or grant exceptions.

Agents should seek guidance whenever uncertain about legal requirements, Company procedures, ethical issues, or transaction-related questions.

When uncertainty exists, ask before acting.

2.11 Mentorship Program

The Company offers a Mentorship Program to newly affiliated and developing Agents under Schedule C – Mentorship Program. Participation is voluntary, and the Company is not required to offer a mentorship to any Agent. An Agent's decision not to sign Schedule C does not affect the Agent's affiliation with the Company. The Company may establish, modify, suspend, or discontinue the Mentorship Program as provided in Schedule C.

The Mentor. The Company designates the Mentor, who will be either a Company Broker (the Designated Broker or another licensed broker affiliated with the Company whom the Designated Broker authorizes) or an Assigned Mentor (an experienced licensee affiliated with the Company who holds an active Connecticut real estate license in good standing and meets the Company's qualification standards). If no Mentor is identified in Schedule C, the Designated Broker serves as Mentor until the Company designates another. The Company may change the Mentor at any time and will notify the Mentee in writing. A change of Mentor does not end the mentorship or change the Mentee's obligations, including the Mentorship Referral Fee.

What the Mentorship Program provides. During the Mentorship Period, the Company, through the Mentor, provides guidance through the Mentee's Guidance Transactions, as stated in Schedule C. The Mentor will:

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- allow the Mentee to shadow listing appointments and property showings;
- conduct and review mock listing and buyer consultation presentations;
- coach the Mentee in preparing for the Mentee's own appointments;
- assist the Mentee with drafting contracts and negotiating offers;
- provide instruction on working with buyers and sellers, handling objections, completing paperwork, and managing transactions; and
- share best practices for lead generation and business development.

The Mentor is available for questions and support between 9:00 a.m. and 5:00 p.m., Monday through Friday, except in urgent situations. If the Mentor is temporarily unavailable, the Company may provide support through a Company Broker or another qualified Company agent.

Mentee responsibilities. An Agent participating in the Mentorship Program shall:

- complete training and assignments given by the Mentor;
- dedicate time to working with clients and generating leads;
- attend all scheduled meetings, workshops, and training sessions;
- participate actively and communicate openly with the Mentor; and
- follow through on feedback and recommendations.

Failure to participate consistently or to follow the Mentor's guidance may result in removal from the program, as provided in Schedule C. The Mentee remains responsible for the Mentee's own real estate business, client service, and compliance with the Independent Contractor Agreement.

Mentorship Referral Fee. In exchange for the mentorship, the Mentee pays the Company a Mentorship Referral Fee equal to the percentage of Gross Commission Income, and for the number of closed Fee Transactions, stated in the Mentee's Schedule C. The Mentorship Referral Fee:

- is payable to the Company, whether the Mentor is a Company Broker or an Assigned Mentor;
- is earned only when a Fee Transaction closes and the Company receives collected commission funds, and is deducted from the Mentee's compensation when commissions are paid;
- is a referral obligation of the Mentee, deducted from the Mentee's share of compensation, and is separate from and in addition to the Company's share of GCI and all other fees under Schedule A and, if executed, Schedule B;
- applies to transactions arising from Company-Generated Business Opportunities in the same manner, if the Mentee has executed Schedule B;
- does not change the calculation of the Risk Management Fee; and
- remains payable on any Fee Transaction that closed, or was under binding contract, before Schedule C or the Mentee's affiliation terminated and that closes through the Company.

Mentees shall not pay, and Mentors shall not accept, any mentorship fee or other compensation for mentorship directly. Any compensation to an Assigned Mentor is solely a matter between the Company and the Assigned Mentor.

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Broker supervision. Mentorship does not replace or limit Broker supervision, compliance review, or Broker directives. An Assigned Mentor has no authority to supervise the Mentee on the Company's behalf or to bind the Company. If a Mentor's guidance conflicts with a Broker directive, Company policy, or applicable law, the Broker directive, Company policy, or applicable law controls. A Mentor's guidance is general business and real estate practice instruction, not legal, tax, or other professional advice. No Mentor acquires any ownership interest in, or right to compensation from, the Mentee's clients, transactions, or Company property by reason of the mentorship. Concerns about a Mentor or the mentorship should first be raised with the Broker.

Section 3: Client Representation

3.1 Professional Representation

Every client represented by the Company deserves competent, ethical, and professional representation.

Agents shall exercise reasonable skill, care, diligence, and sound judgment throughout every transaction.

The Company's objective is to provide a consistent client experience while allowing each Agent to develop and manage their own independent business.

Agents shall:

- act honestly and ethically;
- communicate promptly;
- protect confidential information;
- promote their client's lawful interests;
- comply with all fiduciary obligations;
- disclose material facts as required by law; and
- conduct themselves in a professional manner at all times.

Agents are encouraged to establish realistic expectations with clients regarding the buying or selling process and to maintain regular communication from the beginning of the relationship through closing.

3.2 Working with Buyers

Buyer representation begins with understanding the client's objectives, financial qualifications, and desired property characteristics.

Agents should conduct a thorough buyer consultation before beginning property searches whenever practical.

Topics generally include:

- purchasing goals;
- financing and pre-approval;
- timing;
- desired locations;

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- property types;
- budget;
- market conditions;
- agency relationships;
- compensation disclosures, including the Client Document Processing & Storage Fee (see Section 3.14); and
- the overall buying process.

Agents should encourage buyers to obtain a mortgage pre-approval before viewing properties whenever financing is anticipated.

Buyer Representation Agreements should be discussed early in the relationship in accordance with Company policy and applicable law.

Throughout the transaction, Agents remain responsible for advising, negotiating, communicating, and advocating on behalf of their clients.

3.3 Working with Sellers

Seller representation begins with understanding the client's goals and providing accurate information regarding pricing, marketing strategy, and the selling process.

Prior to accepting a listing, Agents should:

- inspect the property;
- discuss pricing strategy;
- review market conditions;
- explain agency relationships;
- discuss required disclosures;
- explain the listing agreement;
- discuss marketing plans;
- disclose the Client Document Processing & Storage Fee (see Section 3.14); and
- establish communication expectations.

Agents should avoid making unrealistic promises regarding price, marketing results, or time on market. Recommendations should be based upon objective market information whenever possible.

3.4 Listing Procedures

Before marketing any property, the Agent shall ensure that:

- a properly executed listing agreement has been obtained;
- all required disclosures have been completed;
- necessary signatures have been obtained;

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- Company file requirements have been satisfied;
- MLS entry requirements have been reviewed; and
- any required Broker approvals have been obtained.

Listings shall be entered into the MLS within the timeframe required by MLS rules and applicable law.

Property information shall be verified for accuracy before publication.

Agents are responsible for ensuring that marketing materials accurately describe the property and comply with all applicable advertising requirements.

3.5 Buyer Representation Agreements

The Company strongly encourages the use of written Buyer Representation Agreements in accordance with Connecticut law and current industry practices.

Before entering into a Buyer Representation Agreement, Agents should explain:

- agency relationships;
- the services to be provided;
- the duration of the agreement;
- compensation arrangements, including any Company fee that will be charged to the client;
- circumstances under which compensation may become due; and
- the client's rights and obligations.

Questions regarding Buyer Representation Agreements should be directed to the Broker before execution whenever uncertainty exists.

3.6 Offers and Negotiations

Every written offer received by an Agent shall be presented promptly to the client unless otherwise directed by law or written instruction.

Agents shall:

- accurately prepare offers;
- explain contract provisions without providing legal advice;
- communicate promptly with all parties;
- document negotiations when appropriate;
- obtain required signatures;
- maintain professionalism throughout negotiations.

Agents should never discourage clients from seeking legal, tax, engineering, or other professional advice when appropriate.

The Broker should be consulted whenever unusual legal or contractual issues arise.

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3.7 Multiple Offers

When multiple offers are received, Agents shall follow applicable law, MLS rules, REALTOR® ethical standards (when applicable), and Company policy.

Agents shall:

- promptly notify the seller of competing offers;
- accurately communicate the seller's instructions;
- avoid misleading statements;
- maintain confidentiality as required; and
- treat all parties fairly.

Agents should document communications whenever practical.

The Company does not require any particular negotiation strategy. The seller determines how offers will be handled after receiving professional advice from the Agent.

3.8 Transaction Management

Once a transaction is under contract, Agents remain responsible for actively managing the transaction until closing.

Responsibilities include:

- monitoring contractual deadlines;
- communicating with clients;
- coordinating with attorneys, lenders, inspectors, appraisers, and other transaction participants;
- obtaining required signatures;
- negotiating inspection issues;
- addressing contract amendments;
- responding to questions from the Transaction Coordinator; and
- promptly reporting issues that may affect closing.

Transaction management is an ongoing responsibility that continues until the transaction is successfully completed or otherwise terminated.

3.9 Client Communication

Regular communication is one of the most important responsibilities of every Agent.

Clients should be kept informed regarding:

- significant developments;
- contractual deadlines;
- inspection results;
- financing updates;

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- appraisal issues;
- title matters;
- closing schedules; and
- any unexpected developments affecting the transaction.

Telephone calls, emails, and text messages from clients shall be returned within a reasonable period of time.

3.10 Closing Procedures

Prior to closing, Agents shall verify that:

- all contractual contingencies have been addressed;
- required documentation has been completed;
- Company file requirements have been satisfied;
- commission instructions have been submitted;
- closing information has been confirmed;
- clients understand the closing process; and
- all parties have current contact information.

Following closing, Agents are encouraged to:

- thank their clients;
- request feedback;
- remain available for post-closing questions;
- maintain long-term client relationships; and
- continue appropriate follow-up through the Company's CRM or other approved systems.

Long-term relationships are the foundation of a successful real estate business and are strongly encouraged by the Company. Repeat and referral business arising from a client who came to the Company through a Company-Generated Business Opportunity is governed by Schedule B (see Section 3.13).

3.11 Professional Advice

Real estate Agents are licensed to provide brokerage services, not legal, tax, engineering, accounting, surveying, environmental, or financial advice.

Whenever issues arise outside the Agent's area of expertise, the Agent should recommend that the client consult an appropriately qualified professional.

Agents shall avoid making statements that could reasonably be interpreted as professional advice outside the scope of a real estate license.

3.12 Client Satisfaction

The Company's reputation is built upon the professionalism of its affiliated Agents.

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Every client interaction should reflect:

- honesty;
- professionalism;
- responsiveness;
- courtesy;
- competence; and
- respect.

Agents are encouraged to view each transaction not as a single sale, but as the beginning of a long-term client relationship built upon trust and exceptional service.

3.13 Company-Generated, Personal, Derived and Repeat Business

Long-term client relationships are encouraged, but the ownership and compensation treatment of future business depends on how the original client relationship began. Agents shall understand and follow Schedule B on these points:

- Company-Generated Business Opportunities are clients and opportunities created, generated, purchased, referred, assigned, or materially developed through Company advertising, marketing, technology, referral relationships, or other Company resources, including opportunities referred by List n Show IP LLC. Assigning one to an Agent grants the right to service the client on behalf of the Company and does not transfer ownership.
- Personal Business Opportunities are clients independently generated by the Agent without material involvement of Company lead generation or other Company resources, such as the Agent's personal sphere of influence.
- Derived Business Opportunities (business involving family members, business entities, referrals from the original client, and others substantially connected to the original opportunity) and Repeat Business Opportunities (future transactions with a client who came to the Company through a Company-Generated Business Opportunity) keep the classification of the original opportunity unless the Company approves otherwise in writing.

Agents shall:

- promptly notify the Company upon becoming aware of any Repeat or Derived Business Opportunity, or any referral or additional transaction involving a client originally assigned by the Company;
- conduct all Company-Generated Business, including Derived and Repeat Business, exclusively through the Company while affiliated; and
- not classify business as Personal Business on their own, and not divert, delay, or redirect Company-Generated Business to avoid Company ownership or compensation rights.

Eligibility. The Company assigns Company-Generated Business Opportunities only to Agents who have executed Schedule B. An Agent who has not executed Schedule B, or whose Schedule B has terminated while the Agent remains affiliated with the Company:

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- is not eligible to receive Company-Generated Business Opportunities;
- shall promptly refer to the Broker any Company-Generated Business Opportunity that comes to the Agent through any source, and shall not service it unless the Agent and the Company first execute Schedule B or the Broker approves otherwise in writing; and
- acknowledges that the opportunity remains Company property and that the Company may assign it to another agent.

Assignments. An Agent who has executed Schedule B may accept or decline any assigned opportunity. If the Agent declines or does not respond within the time established by the Company, the Company may immediately assign the opportunity to another qualified agent. The Agent shall make timely efforts to contact assigned clients, maintain the required information in the Company's CRM or transaction management system, and promptly notify the Broker of any material dispute, complaint, or legal issue. The Company may withdraw or reassign an opportunity when the Broker reasonably determines that doing so is in the best interests of the client or the Company, including for failure to respond timely, inadequate client service, Agent unavailability, client request, policy violations, or licensing or compliance issues.

Compensation. Compensation for Company-Generated Business Opportunities is governed by Schedule B. Referral Acquisition Costs, including any referral fee payable to List n Show IP LLC on opportunities it refers, are deducted from GCI first, and the remaining GCI is divided between the Company and the Agent as provided in Schedule B. The Monthly Platform Fee, Risk Management Fee, Client Document Processing & Storage Fee and, where applicable, the Mentorship Referral Fee and Transaction Coordinator Fee are separate obligations payable in addition to the Schedule B split.

If an Agent is unsure how an opportunity is classified, the Agent should ask the Broker before acting. The Broker determines classification in good faith, as provided in Section 5.3 of the Independent Contractor Agreement and Schedule B, and that determination is controlling absent manifest error. Only the Broker may approve exceptions, and any exception must be in writing. Agents are encouraged to document the source of Personal Business Opportunities at the time the relationship begins, for example by noting the source in the transaction file or CRM.

3.14 Client Document Processing & Storage Fee Disclosure

Schedule A provides for a Client Document Processing & Storage Fee, charged to the client at closing, for each transaction. The amount is set by Schedule A and may be modified by the Company on written notice.

The Agent is responsible for disclosing the fee to the client. The Agent shall:

- disclose the fee in writing, using Company-approved forms and procedures, at the time required by those forms and in any event before the client enters into a listing agreement, buyer representation agreement, or contract that will result in the fee being charged;
- confirm the fee is reflected in the transaction file and settlement documents so that it can be collected at closing; and
- not waive, reduce, or agree to forgo the fee without the Company's written authorization.

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Under Schedule A, if the Agent waives the fee, or if the fee is not collected from the client for any reason other than Company authorization, the Agent must reimburse the Company the amount of the fee, which may be deducted from the Agent's commission.

Questions regarding the fee or its disclosure should be directed to the Broker before the client signs.

Section 4: Transaction Management & Compliance

4.1 Transaction Responsibility

Every transaction conducted under the Company's brokerage license remains the responsibility of the affiliated Agent from initial client engagement through final closing.

While the Company may provide administrative assistance and transaction coordination, the Agent remains responsible for:

- advising and representing the client;
- negotiating transaction terms;
- preparing and explaining contracts and forms;
- obtaining required signatures;
- communicating with all parties;
- meeting contractual deadlines;
- maintaining accurate information; and
- ensuring the transaction progresses toward a successful closing.

The Agent determines the manner and means of carrying out these responsibilities, subject to applicable law, Broker supervision, and Company policies. Administrative support does not replace professional representation.

4.2 Transaction Coordinator Services

Transaction Coordinator Services are optional services offered under Schedule D – Transaction Coordinator Services to Agents who have executed Schedule D. The baseline transaction administration described in Section 2.6 applies to all transactions; the services described in this Section are provided only for transaction sides for which the Agent has elected them.

Election. An Agent elects Transaction Coordinator Services for a transaction side by submitting the request through the Company-approved form, system, or procedure, at the time and in the manner required by the Company. The Company is not required to provide the services for a transaction side for which no election has been made, and may decline or limit the services if the Broker reasonably determines that doing so is appropriate, including because of timing, workload, incomplete information, or compliance concerns. Whenever practical, the Company will notify the Agent promptly.

Services. The services included are summarized in Section 2.6 and described in Schedule D. Optional Administrative Support (scheduling inspections and appointments, preparing repair requests, and preparing addendums) is provided only when the Agent requests it using the Company-approved method and the Company accepts the request.

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Fees. Under Schedule D:

- the Transaction Coordinator Fee (currently $250 per transaction side) applies to each transaction side for which the Agent elects Transaction Coordinator Services. It is earned upon closing or completion of that transaction side and is deducted from commissions at closing. No Transaction Coordinator Fee is payable for a transaction side that does not close, unless the Company has agreed otherwise in writing;
- Optional Administrative Support fees are charged at the rates published by the Company from time to time for each item requested by the Agent and accepted by the Company. They are earned when the service is performed, whether or not the transaction closes, and may be deducted from compensation or invoiced to the Agent for payment within ten (10) days;
- these fees are separate from and in addition to any commission split and all fees under Schedule A and, if executed, Schedule B, including on transactions arising from Company-Generated Business Opportunities. They do not reduce GCI or change the calculation of the Risk Management Fee; and
- the Company may modify these fees upon written notice. Modifications apply prospectively.

Agent cooperation. Agents shall promptly provide the Transaction Coordinators with complete and accurate documents, information, and instructions, and shall respond to requests in a timely manner. The Company is entitled to rely on the information provided by the Agent.

Administrative support only. Transaction Coordinators provide administrative support only. They do not provide legal, tax, or professional advice; do not negotiate on behalf of the Agent or any client; do not act as the Agent's or any client's agent; and have no authority to bind the Company or the Agent. Transaction Coordinator Services do not replace Broker supervision or compliance review, and do not relieve the Agent of the Agent's obligations to clients, to the Broker, or under applicable law, including fiduciary duties, fair housing laws, disclosure obligations, and compliance with contract deadlines and contingencies.

The Agent remains solely responsible for the professional representation of the client.

4.3 Required Documentation

Every transaction file shall contain all documents required by:

- Connecticut law;
- Company policy;
- MLS rules, when applicable;
- lender requirements, when applicable; and
- the Broker.

Examples of required documents may include:

- agency agreements;
- listing agreements;
- buyer representation agreements;

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- purchase contracts;
- amendments;
- disclosures;
- inspection documents;
- financing documentation;
- correspondence affecting contractual rights;
- documentation of the Client Document Processing & Storage Fee disclosure; and
- closing documentation.

The Company may periodically update document requirements to reflect changes in law or brokerage operations.

4.4 File Submission Standards

Transaction files shall be created as soon as practical after the commencement of a brokerage relationship or execution of a transaction document.

Agents shall:

- upload documents promptly after execution;
- ensure documents are complete and legible;
- verify signatures and dates;
- respond promptly to requests for missing information;
- maintain accurate transaction status; and
- correct identified deficiencies in a timely manner.

Maintaining current files allows the Company to better support Agents and comply with regulatory requirements.

4.5 Compliance Review

The Company reviews transaction files to promote legal compliance, risk management, and consistent brokerage practices.

Compliance review may include verification of:

- required forms;
- signatures;
- dates;
- disclosures;
- agency documentation;
- contractual completeness;
- advertising compliance;
- transaction timelines; and

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- other brokerage requirements.

A compliance review is intended to improve the quality of brokerage services and should not be interpreted as legal representation or a guarantee that a transaction is free from error.

Agents remain responsible for the accuracy and completeness of their transactions.

4.6 Contract Deadlines

Agents are responsible for monitoring all contractual deadlines.

Important deadlines may include:

- deposits;
- inspections;
- attorney review periods;
- financing contingencies;
- appraisal contingencies;
- title requirements;
- closing dates;
- occupancy dates; and
- any other contractual obligations.

Missed deadlines may expose clients and the Company to unnecessary risk.

Agents shall maintain reliable systems for tracking transaction deadlines and shall promptly notify all affected parties whenever issues arise.

4.7 Communication During Transactions

Professional communication is essential throughout every transaction.

Agents shall maintain timely communication with:

- clients;
- cooperating brokers;
- attorneys;
- lenders;
- inspectors;
- appraisers;
- title companies;
- municipalities; and
- Company personnel.

Questions or problems affecting a transaction shall be communicated promptly to the appropriate parties.

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When uncertainty exists regarding legal, ethical, or brokerage issues, the Agent should consult the Broker before taking action.

4.8 Transaction Issues

Unexpected issues arise in many real estate transactions.

Examples include:

- inspection concerns;
- financing delays;
- appraisal issues;
- title defects;
- probate matters;
- survey concerns;
- boundary disputes;
- contract disagreements;
- disclosure questions; and
- closing delays.

Agents shall promptly inform the Broker whenever a significant issue may:

- jeopardize the transaction;
- expose the Company to liability;
- involve potential litigation;
- generate a consumer complaint; or
- require interpretation of law or Company policy.

Early communication often allows problems to be resolved before they become disputes.

4.9 Commission Processing

All commissions are paid directly to the Company and are processed after:

- the transaction has closed;
- the Company has received collected commission funds;
- all required documentation has been received;
- compliance review has been completed;
- the transaction file is complete; and
- all fees, deductions, and adjustments have been calculated.

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The Company may delay, withhold, or adjust compensation pending completion of transaction files, compliance or audit review, resolution of disputes, regulatory inquiries, or satisfaction of the Agent's obligations, as provided in the Independent Contractor Agreement.

Compensation is governed by:

- the Independent Contractor Agreement;
- Schedule A – Compensation & Fee Schedule;
- Schedule B – Company-Generated Business Program, if executed, for Company-Generated Business Opportunities;
- Schedule C – Mentorship Program, if executed, for the Mentorship Referral Fee;
- Schedule D – Transaction Coordinator Services, if executed, for the Transaction Coordinator Fee and Optional Administrative Support fees; and
- any applicable written Company compensation program.

If this Manual conflicts with any of these documents on a compensation matter, the order of precedence in Section 1.8 applies.

The preparation of a Commission Invoice or Commission Request form through Transaction Coordinator Services does not change the conditions for earning and payment of commissions described above.

Questions regarding commission calculations should be directed to the Broker.

4.10 Post-Closing Responsibilities

The Agent's responsibilities do not necessarily end at closing.

Following closing, Agents are encouraged to:

- thank their clients;
- provide copies of important documents when appropriate;
- answer reasonable post-closing questions;
- maintain ongoing communication;
- request client feedback;
- ask for referrals and testimonials in accordance with Company policy; and
- continue developing long-term relationships.

The Company believes that repeat and referral business is one of the strongest indicators of professional success. Repeat, Derived, and referral business arising from a Company-Generated Business Opportunity remains subject to Schedule B and must be reported and conducted through the Company (see Section 3.13).

4.11 Audit Authority

The Broker may periodically review transaction files, brokerage records, communications, advertising, or related materials to verify compliance with applicable laws and Company policies.

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Agents shall cooperate fully with any reasonable audit request.

Audits are intended to:

- improve brokerage operations;
- identify training opportunities;
- reduce risk;
- protect consumers; and
- maintain regulatory compliance.

4.12 Continuous Improvement

The Company is committed to continuously improving its transaction management systems.

Agents are encouraged to provide suggestions regarding:

- workflow improvements;
- technology enhancements;
- transaction coordination;
- document management;
- client service;
- communication systems; and
- operational efficiency.

Constructive feedback is welcomed and helps the Company continue building a modern, efficient brokerage platform.

Section 5: Marketing & Advertising

5.1 Marketing Philosophy

Marketing is an essential part of every Agent's independent real estate business.

The Company encourages Agents to actively market themselves and their services while maintaining consistent professional standards and complying with applicable laws, MLS rules, and Company branding requirements.

Marketing should always be truthful, professional, and designed to enhance the reputation of both the Agent and the Company.

Agents are encouraged to develop their own personal brand while accurately identifying their affiliation with List n Show LLC.

5.2 Brokerage Identification

All advertising promoting real estate brokerage services shall clearly identify List n Show LLC as the licensed brokerage in accordance with Connecticut law and applicable regulations.

Agents shall not advertise in a manner that:

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- creates confusion regarding brokerage affiliation;
- suggests affiliation with another brokerage;
- misrepresents licensure;
- implies services that cannot legally be provided; or
- otherwise misleads consumers.

Brokerage identification shall remain clearly visible regardless of the advertising medium.

5.3 Truthful Advertising

All advertising must be truthful, accurate, and capable of substantiation.

Agents shall not knowingly advertise:

- inaccurate property information;
- misleading pricing;
- deceptive claims;
- false credentials;
- exaggerated performance claims;
- any statement prohibited by law.

Advertising should accurately reflect the services offered and avoid creating unrealistic expectations.

If an error is discovered, the Agent shall promptly correct or remove the advertising.

5.4 Professional Standards

Agents represent both themselves and the Company whenever advertising brokerage services.

Marketing materials should reflect professionalism in:

- appearance;
- grammar;
- photography;
- accuracy;
- branding;
- communication; and
- presentation.

The Company encourages clean, modern, consumer-focused marketing that enhances public confidence in the brokerage.

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5.5 Company Branding

The Company's name, logos, trademarks, colors, slogans, and other branding elements are valuable intellectual property.

Agents may use approved Company branding only while affiliated with the Company and only in accordance with Company branding standards.

Agents shall not:

- alter Company trademarks;
- create confusingly similar branding;
- register domains or social media accounts suggesting Company ownership without authorization;
- use Company branding after termination of affiliation; or
- permit unauthorized third parties to use Company branding.

Upon termination, Agents shall immediately discontinue all representations of affiliation with the Company and cease Current branding standards are maintained separately by the Company and may be updated periodically.

5.6 Personal Marketing

Agents are encouraged to develop their own personal marketing strategies.

Examples include:

- personal websites;
- social media;
- newsletters;
- community involvement;
- educational events;
- client appreciation events;
- direct mail;
- digital advertising;
- video marketing; and
- networking.

Personal marketing should complement, not compete with, the Company's brand.

Agents remain responsible for ensuring that all personal advertising complies with applicable law and Company policy.

Personal marketing to, or follow-up with, clients who came to the Company through a Company-Generated Business Opportunity does not change the classification of that relationship. Business that results remains subject to Schedule B (see Section 3.13). Agents shall not use Confidential Information, including Company CRM data and lead information, for personal marketing outside the Company.

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5.7 Internet and Social Media

Social media has become an important component of modern real estate marketing.

Agents shall use social media professionally and responsibly.

When posting business-related content, Agents shall:

- communicate respectfully;
- protect confidential information;
- avoid discriminatory language;
- verify factual statements;
- identify the brokerage when required;
- comply with advertising laws; and
- avoid conduct that could damage the Company's reputation.

Personal opinions should not be presented as official Company positions unless specifically authorized.

The same professional standards apply online as apply in every other form of advertising.

5.8 Property Advertising

Before advertising any property, Agents shall ensure that they possess the authority to do so.

Property advertising should accurately describe the property and should not omit material information that could reasonably affect a consumer's understanding of the property.

Photographs, videos, floor plans, virtual tours, and other marketing materials should fairly represent the property.

Agents shall respect copyright laws and obtain permission before using photographs, videos, graphics, or other protected content.

5.9 Photography, Video & Artificial Intelligence

Professional visual marketing is encouraged.

When using photographs, video, drone imagery, virtual staging, or Artificial Intelligence ("AI") tools, Agents shall ensure that marketing materials remain truthful and are not materially misleading.

If images have been significantly enhanced, altered, or virtually staged, appropriate disclosure shall be made whenever required by law, MLS rules, or Company policy.

AI-generated content should be reviewed carefully before publication to verify its accuracy.

Agents remain responsible for all content published under their name regardless of how it was created.

5.10 Yard Signs and Marketing Materials

The Company may provide or make available for purchase approved:

- yard signs;

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- directional signs;
- brochures;
- postcards;
- flyers;
- business cards;
- digital templates; and
- other marketing materials.

Agents should use Company-approved designs whenever applicable to maintain a consistent professional image.

Signs shall be installed, maintained, and removed promptly in accordance with applicable laws, MLS rules, and seller instructions.

5.11 Advertising Review

The Broker reserves the right to review advertising that may present legal, regulatory, ethical, or reputational concerns.

If advertising is determined to violate applicable law, MLS rules, or Company policy, the Agent shall promptly modify or discontinue its use.

Advertising review is intended to protect consumers, Agents, and the Company while maintaining consistent professional standards.

5.12 Testimonials & Consumer Reviews

Positive client reviews are encouraged and represent an important component of long-term business development.

Agents shall never:

- fabricate reviews;
- offer compensation for misleading reviews;
- publish reviews without permission when required; or
- manipulate consumer feedback.

When responding to online reviews, Agents shall remain courteous and avoid disclosing confidential client information.

5.13 Fair Housing in Advertising

All advertising shall comply with federal, state, and local Fair Housing laws.

Advertising should promote equal housing opportunity and avoid language that directly or indirectly expresses unlawful preferences, limitations, or discrimination.

Questions regarding advertising compliance should be directed to the Broker before publication.

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5.14 Marketing Innovation

The Company encourages creativity and innovation in marketing.

Agents are encouraged to explore new technologies, digital platforms, automation, video marketing, AI-assisted content creation, and emerging communication methods, provided such tools:

- comply with applicable law;
- protect consumer privacy;
- accurately represent brokerage services;
- maintain professional standards; and
- enhance the client experience.

Innovation should always be balanced with professionalism, honesty, and consumer protection.

Section 6: Professional Standards & Ethics

6.1 Professional Conduct

Every affiliated Agent represents both their own business and the reputation of List n Show LLC.

Agents shall conduct themselves with professionalism, integrity, honesty, courtesy, and respect in every interaction with:

- clients;
- prospective clients;
- cooperating brokers;
- lenders;
- attorneys;
- inspectors;
- appraisers;
- vendors;
- Company personnel; and
- members of the public.

Professional conduct extends beyond transactions and includes all business communications, public appearances, networking events, social media, and community involvement.

Agents are expected to comply with the List n Show™ Standard of Performance (see Section 9) and to maintain the high standards associated with a professional real estate brokerage.

6.2 Ethics

Ethical conduct is fundamental to the Company's success.

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Agents shall:

- act honestly and fairly;
- protect the interests of their clients;
- avoid deceptive or misleading practices;
- disclose material facts as required by law;
- honor contractual obligations;
- respect confidential information; and
- comply with all applicable laws and regulations.

If an Agent is a member of the National Association of REALTORS®, the Agent remains responsible for complying with the REALTOR® Code of Ethics in addition to Company policies.

6.3 Fair Housing

The Company is committed to providing equal professional service to every consumer.

Agents shall comply with all applicable federal, state, and local Fair Housing laws.

Agents shall not discriminate based upon any protected class recognized by applicable law.

Professional services shall be provided consistently and without unlawful preference, limitation, or discrimination.

Questions regarding Fair Housing requirements should be directed to the Broker before taking action.

6.4 Confidentiality

Protecting confidential information is one of the Agent's most important professional responsibilities.

Confidential information may include:

- client information;
- financial information;
- transaction details;
- negotiating strategies;
- Company business information;
- marketing strategies;
- recruiting information;
- compensation information;
- databases, CRM records, and lead information; and
- proprietary Company materials.

Confidential information shall be shared only when:

- authorized by the client;

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- required by law;
- required by court order; or
- authorized by the Broker.

Confidentiality obligations continue after the transaction closes and after an Agent's affiliation with the Company ends, as provided in the Independent Contractor Agreement and, where executed, Schedules B, C, and D.

6.5 Conflicts of Interest

Agents shall avoid situations in which personal interests may conflict with their professional obligations.

Actual or potential conflicts shall be disclosed promptly to the Broker, as required by the Independent Contractor Agreement.

Examples include:

- ownership interests;
- family relationships;
- financial interests;
- investment activities;
- outside business relationships;
- dual compensation arrangements; or
- any circumstance that may affect impartial professional judgment.

Whenever uncertainty exists, disclosure is preferred over nondisclosure.

6.6 Consumer Complaints

The Company strives to resolve consumer concerns promptly, professionally, and fairly.

If an Agent becomes aware of a complaint involving:

- the Agent;
- another affiliated Agent;
- a transaction;
- Company services; or
- Company personnel,

the Agent shall notify the Broker promptly.

Agents shall cooperate fully during any internal review or investigation.

Consumer complaints should never be ignored or allowed to escalate unnecessarily.

6.7 Cooperation with Other Professionals

Real estate transactions involve cooperation among many professionals.

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Agents are expected to work cooperatively with:

- cooperating brokers;
- attorneys;
- lenders;
- inspectors;
- appraisers;
- surveyors;
- contractors;
- title companies;
- municipalities; and
- other professionals involved in the transaction.

Professional disagreements should be handled respectfully and constructively.

6.8 Respectful Workplace

Although affiliated Agents operate independent businesses, the Company is committed to maintaining a respectful professional environment.

Harassment, intimidation, threats, discrimination, retaliation, or abusive conduct directed toward clients, other Agents, Company personnel, vendors, or members of the public will not be tolerated.

Professional disagreements should be resolved respectfully.

6.9 Outside Business Activities

Agents may engage in lawful outside business activities provided those activities:

- comply with applicable law;
- do not interfere with brokerage responsibilities;
- do not create conflicts of interest;
- do not misuse Company resources; and
- do not mislead consumers regarding the services being provided.

Outside business activities involving real estate, financial services, property management, construction, insurance, mortgage services, or related industries shall be disclosed to the Broker whenever they may create an actual or potential conflict of interest.

6.10 Gifts, Gratuities & Business Courtesies

Reasonable business gifts and expressions of appreciation may be appropriate when consistent with applicable law and ethical standards.

Agents shall not offer or accept anything of value that:

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- violates law;
- improperly influences professional judgment;
- creates an undisclosed conflict of interest; or
- could reasonably appear to compromise professional integrity.

Questions regarding business courtesies should be directed to the Broker.

6.11 Substance Abuse

Agents are expected to conduct business in a safe, competent, and professional manner.

No Agent shall perform brokerage activities while impaired by alcohol, illegal drugs, or any substance that materially affects the Agent's ability to competently represent clients or safely perform professional responsibilities.

Prescription medications should be used responsibly and in accordance with medical advice.

6.12 Professional Appearance

Professional appearance contributes to consumer confidence and reflects positively upon both the Agent and the Company.

The Company does not prescribe a specific dress code.

Agents are expected to dress appropriately for:

- client meetings;
- showings;
- listing presentations;
- inspections;
- closings;
- networking events; and
- other professional activities.

Professional appearance should be consistent with the expectations of clients and the nature of the services being provided.

6.13 Continuous Professional Development

The real estate industry continually evolves through changes in:

- laws;
- technology;
- financing;
- marketing;
- consumer expectations; and

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- market conditions.

Agents are encouraged to pursue continuing education beyond minimum licensing requirements.

Professional development may include:

- Company training;
- industry conferences;
- designation programs;
- technology education;
- sales training;
- negotiation courses;
- legal updates; and
- coaching programs.

Investment in professional development benefits both the Agent and the clients they serve.

6.14 Disclosure of Licensing Matters, Investigations and Claims

As required by the Independent Contractor Agreement, Agents shall promptly notify the Broker in writing of:

- any licensing investigation;
- any disciplinary action or proceeding;
- any criminal charge or arrest involving a felony or an offense related to honesty, trustworthiness, or professional conduct;
- any regulatory complaint;
- any civil action arising from real estate activities;
- any MLS disciplinary action; and
- any suspension, restriction, or revocation of the Agent's license.

Agents shall also promptly notify the Broker of any threatened claim, subpoena, regulatory inquiry, suspected fraud, wire fraud, cybersecurity incident, or other circumstance reasonably likely to expose the Company to liability or loss. Agents shall not admit liability, settle any claim, waive any right, or make any commitment on behalf of the Company without the Broker's prior written approval, and shall fully cooperate with the Company on complaints, investigations, arbitration, litigation, insurance claims, and compliance reviews.

6.15 Errors & Omissions, Indemnification and Risk Management

The Company may maintain Errors and Omissions ("E&O") insurance for brokerage activities conducted under its license. Coverage is subject to policy limits, exclusions, deductibles, and carrier determinations, and the Company does not guarantee that any particular claim will be covered.

Agents should understand the following obligations, which are set out in Article 6 of the Independent Contractor Agreement and Schedule A:

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- The Risk Management Fee supports the Company's compliance, risk management, and E&O program. It does not limit the Agent's responsibility for E&O deductibles, self-insured retentions, settlement contributions, or related amounts arising from the Agent's acts, omissions, transactions, or conduct.
- Those amounts may be deducted from current or future compensation or demanded for payment, and are payable within five (5) days after written demand by the Company.
- The Transaction Coordinator Fee and other program fees likewise do not limit or replace those responsibilities.
- Agents are required to indemnify the Company as provided in the Independent Contractor Agreement.
- Insurance an Agent chooses to carry for their own business is an Agent expense (see Section 8.7).

This Manual summarizes these obligations for convenience only. The Independent Contractor Agreement and Schedule A control.

6.16 Questions & Ethical Guidance

No policy manual can anticipate every situation an Agent may encounter.

Whenever an Agent is uncertain regarding:

- ethics;
- legal compliance;
- disclosure requirements;
- professional conduct;
- Company policy; or
- transaction issues,

the Agent should seek guidance from the Broker before taking action.

The Company strongly encourages asking questions early rather than attempting to resolve uncertain situations independently.

Good judgment, open communication, and early consultation are among the most effective risk management tools available.

Section 7: Technology, Information Security & Digital Systems

7.1 Purpose and Scope

Technology allows the Company and its affiliated Agents to deliver efficient, consistent, and professional brokerage services. It also creates risk. Real estate transactions involve large sums of money and sensitive personal and financial information, and they are frequent targets of fraud and cybercrime.

This Section establishes the minimum requirements for using Company technology systems and for protecting the information entrusted to the Company and its Agents.

This Section applies to:

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- all Company technology systems described in Section 2.4;
- all devices used to conduct brokerage activities, whether owned by the Company or the Agent;
- all email, messaging, and social media accounts used for brokerage activities; and
- all Confidential Information, in any form, relating to clients, transactions, or the Company.

Agents remain free to select the devices, software, and service providers they use to operate their independent businesses, subject to the requirements of this Section and Section 2.4.

7.2 Company Systems and Accounts

Company systems, accounts, and the data they contain are the property of the Company.

Access to Company systems is provided to Agents for the purpose of conducting brokerage activities under the Company's license while affiliated with the Company. Access is not a transfer of ownership of any system, account, or data.

Agents shall:

- use Company systems only for lawful purposes consistent with Company policy;
- keep information entered into Company systems accurate and current;
- record client relationships, transaction activity, and business opportunities in the Company's CRM and Transaction Management System as required by Company policy;
- comply with the license terms and acceptable-use requirements of each system; and
- not export, copy, download, or transfer Company data except as needed to serve clients and conduct brokerage activities under the Company's license.

The Company may add, change, or discontinue technology systems as Company operations evolve, and will give notice of changes that affect Agents' obligations.

7.3 Passwords, Credentials and Access Controls

Each Agent is responsible for all activity that occurs under the Agent's credentials.

Agents shall:

- use strong, unique passwords for Company systems and for any account used for brokerage activities;
- enable multi-factor authentication wherever it is offered or required by the Company;
- keep passwords, authentication codes, and security keys confidential;
- not share credentials with any other person, including assistants, family members, or other Agents;
- not use another person's credentials; and
- change passwords immediately if they may have been exposed.

The use of a password manager is encouraged.

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Agents who engage licensed or unlicensed assistants shall request separate access for those assistants through the Company, where available. Agents remain responsible for the conduct of their assistants, as provided in the Independent Contractor Agreement.

7.4 Device Security

Agents commonly use personal computers, tablets, and mobile phones to conduct brokerage activities. Any device used to access Company systems or Confidential Information shall be protected with reasonable security measures.

At a minimum, Agents shall ensure that each such device:

- is protected by a passcode, password, or biometric lock;
- locks automatically after a short period of inactivity;
- uses device encryption where available;
- runs a supported operating system and receives security updates promptly;
- uses reputable security software where appropriate for the device; and
- is not shared with other persons in a way that permits access to Confidential Information.

Agents should enable remote location and remote wipe features where available.

A lost or stolen device that has been used to access Company systems or Confidential Information shall be reported to the Broker promptly, which, as stated in Section 1.7, means immediately upon discovery.

Before selling, trading in, recycling, or otherwise disposing of a device, the Agent shall securely remove all Confidential Information and Company data from the device.

7.5 Protecting Confidential and Personal Information

Agents handle personal and financial information that, if exposed, could cause serious harm to clients and other parties. Confidential Information is described in Section 6.4.

Particular care is required for sensitive personal information, including:

- Social Security numbers and taxpayer identification numbers;
- driver's license, passport, and other government identification numbers;
- bank, brokerage, and other financial account numbers;
- credit card and payment information;
- mortgage, credit, income, and financial qualification documents; and
- dates of birth and other information that could be used to commit identity theft.

Agents shall:

- collect sensitive personal information only when it is needed for the transaction;
- store it only within Company-approved systems;

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- transmit it only through secure, Company-approved methods, such as the Transaction Management System, electronic signature platform, or encrypted file sharing;
- not send it by unencrypted email or text message;
- not leave paper documents containing it unattended or visible to others; and
- dispose of it securely, in accordance with Section 2.8 and Company policy.

Agents shall comply with applicable federal and Connecticut privacy and data protection laws and with any additional privacy requirements established by the Company.

7.6 Email and Electronic Communications

Email and electronic communications concerning brokerage activities are brokerage records under Section 2.7.

Agents shall conduct brokerage communications through Company email or another Company-approved account that permits the Company to retain and review records as required by law and Company policy. Agents shall not conduct brokerage communications through accounts that the Company cannot access when records are requested.

Agents should:

- verify the sender and the email address before opening attachments or clicking links;
- be cautious of messages that create urgency, request credentials, or ask for payment;
- use the Company email signature and any required disclosures, including the wire fraud warning described in Section 7.7;
- confirm the recipient list before sending messages that contain Confidential Information; and
- avoid using auto-forwarding of Company email to personal accounts.

Text messages and messaging applications used to communicate with clients about transactions are subject to the same professional standards and recordkeeping requirements. Material communications, such as instructions, agreements, and changes in terms, should be documented in the transaction file.

7.7 Wire Fraud Prevention

Wire fraud is one of the most serious risks in real estate transactions. Criminals frequently impersonate agents, attorneys, title companies, and lenders, often using compromised or look-alike email accounts, to send false wiring instructions. Funds lost to wire fraud are frequently unrecoverable.

To protect clients and the Company, Agents shall:

- never send, forward, or communicate wiring or payment instructions to any client or party, unless specifically authorized by the Broker in writing;
- inform clients early in the relationship, and again before closing, that the Agent and the Company will never send wiring instructions or changes to wiring instructions by email or text message;
- advise clients to verify any wiring instructions by calling the closing attorney, title company, or other intended recipient using a telephone number obtained independently, not a number contained in the email or document that delivered the instructions;

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- advise clients never to act on a change in wiring instructions without independent verification;
- include the Company's approved wire fraud warning in email signatures and transaction communications, where required by Company policy; and
- report any suspicious request, communication, or change in wiring instructions to the Broker promptly, which means immediately upon discovery.

If a client may have wired funds based on fraudulent instructions, the Agent shall immediately notify the Broker and advise the client to contact their bank and the intended recipient at once. Speed is critical to any chance of recovering funds.

7.8 Electronic Signatures and Electronic Records

Electronic signatures shall be obtained only through the Company-approved electronic signature platform, unless the Broker approves another method.

- send documents for signature only to the verified email address or telephone number of the intended signer;
- not sign, initial, or complete any document on behalf of a client or other party, even with permission, unless the Agent holds valid written authority to do so and the Broker has approved;
- not alter a document after it has been signed, except through a properly executed amendment; and
- upload fully executed documents to the transaction file promptly.

Electronic records maintained within Company systems serve as the official brokerage record, as provided in Section 2.8.

7.9 Unauthorized Systems and Third-Party Applications

Agents may use third-party tools to operate their independent businesses. However, brokerage records and Confidential Information shall be maintained in Company systems as required by Sections 2.4, 2.5, and 7.2.

Agents shall not:

- store brokerage records or client files in personal cloud storage, personal email, or other unapproved systems as a substitute for Company systems;
- connect third-party applications to Company systems, or grant third-party applications access to Company data, without Company authorization;
- upload Company CRM data, lead information, or client databases to third-party systems without the Broker's written approval; or
- use any system in a manner that violates its terms of use, applicable law, or MLS rules.

Agents who wish to use a third-party application in connection with Company systems or Confidential Information should request review by the Company before use.

7.10 Artificial Intelligence Tools

Artificial Intelligence tools can improve efficiency in writing, marketing, research, and communication. Section 5.9 addresses the use of AI in marketing materials.

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When using AI tools for any brokerage activity, Agents shall:

- not enter Confidential Information, sensitive personal information, or Company data into any AI tool unless the Company has approved the tool for that use;
- review all AI-generated content for accuracy, completeness, and compliance before using it;
- not rely on AI tools for legal, tax, or other professional advice, consistent with Section 3.11;
- ensure that AI-generated content complies with Fair Housing laws and does not express unlawful preferences, limitations, or discrimination; and
- not use AI tools to impersonate any person or to create misleading images, documents, or communications.

Agents remain responsible for all work product and communications, regardless of whether AI tools were used to create them.

7.11 Electronic Marketing and Consumer Contact Rules

Telephone calls, text messages, email marketing, and other electronic outreach are subject to federal and state consumer protection laws, including do-not-call, telemarketing, and commercial email requirements.

Agents shall:

- obtain any consent required by law before placing marketing calls or sending marketing text messages;
- check applicable do-not-call lists before making prospecting calls, as required by law;
- honor opt-out and unsubscribe requests promptly;
- identify themselves and the Company accurately in all electronic marketing; and
- use automated dialing, texting, or messaging tools only in compliance with applicable law and Company policy.

Questions regarding electronic marketing compliance should be directed to the Broker before a campaign begins.

7.12 Remote Work and Public Networks

Agents frequently work from homes, vehicles, properties, and public places.

When accessing Company systems or Confidential Information outside a secure location, Agents should:

- avoid unsecured public Wi-Fi networks, or use a mobile hotspot or a reputable virtual private network;
- prevent others from viewing screens or overhearing confidential conversations;
- log out of Company systems on shared or public computers, and avoid using such computers for brokerage activities whenever possible; and
- secure paper files, devices, and lockbox access tools when they are not in use.

Agents shall keep showing and lockbox access credentials, codes, and devices secure and shall not share them with unauthorized persons.

7.13 Security Incidents and Reporting

A security incident includes any actual or suspected:

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- data breach or unauthorized disclosure of Confidential Information;
- unauthorized access to a Company system, email account, or device;
- compromised password or account;
- lost or stolen device containing Confidential Information;
- wire fraud attempt or suspicious payment request;
- malware, ransomware, or phishing attack; or
- misdirected communication containing sensitive personal information.

Agents shall report any security incident to the Broker promptly, which, as stated in Section 1.7, means immediately upon discovery. Agents shall not delay reporting in order to investigate the incident themselves.

After reporting, Agents shall:

- follow the instructions of the Broker or Company personnel;
- preserve emails, messages, devices, and other evidence;
- change compromised passwords when directed; and
- cooperate fully with the Company's investigation, insurance carriers, and law enforcement, as provided in Section 6.14.

Agents shall not notify clients, other parties, regulators, or the media about a security incident on the Company's behalf without the Broker's direction. The Company will determine whether notifications are required by law and will coordinate them. This does not prevent an Agent from immediately warning a client of an active wire fraud risk.

7.14 Company Access and Monitoring

To maintain brokerage records, comply with law, and protect clients, the Company may access, review, monitor, retain, and disclose information stored in or transmitted through Company systems, including Company email, CRM, and Transaction Management System records.

Agents should have no expectation of privacy in information stored in or transmitted through Company systems. Agents should keep personal matters that are unrelated to their real estate business out of Company systems.

Company access to records is exercised for brokerage supervision, compliance, risk management, and the protection of Company assets, consistent with Section 4.11, and does not alter the independent contractor relationship.

7.15 Access Upon Termination

Access to Company systems ends when an Agent's affiliation with the Company ends. The Company may suspend or disable access at that time, or earlier where necessary to protect clients, Confidential Information, or Company systems.

Obligations relating to Company systems, data, and records upon termination are described in Section 8.14.

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Section 8: Administration, Financial Responsibility & Termination

8.1 Licensing Requirements

Each Agent shall maintain an active Connecticut real estate license in good standing for the entire period of affiliation with the Company, and shall conduct brokerage activities only within the scope of that license.

Agents shall:

- renew their license on time;
- complete all continuing education required for license renewal;
- maintain any MLS, board, or association memberships required for the services they provide or required by the Company; and
- provide the Company with copies of license renewals and continuing education certificates upon request.

No Agent shall conduct brokerage activities while the Agent's license is expired, inactive, suspended, or revoked. Agents shall notify the Broker as required by Section 6.14 of any change affecting the status of their license.

Agents holding licenses in other states shall not conduct brokerage activities under the Company's name in another jurisdiction unless the Company is authorized to conduct business there and the Broker has approved.

8.2 Agent Information and Records

Agents shall provide the Company with accurate information needed to administer the affiliation, including:

- legal name and license information;
- current mailing address, telephone number, and email address;
- a completed IRS Form W-9;
- information needed to process compensation payments; and
- any other information reasonably required by the Company or by law.

Agents shall notify the Company promptly of any change to this information. The Company is not responsible for delays or misdirected payments or notices caused by outdated Agent information.

8.3 Fees Payable to the Company

Schedule A establishes the fees payable by Agents to the Company, including the Monthly Platform Fee and the Risk Management Fee, and the fees charged to clients, including the Client Document Processing & Storage Fee. An Agent who has executed an Optional Schedule also pays the fees it establishes: the Mentorship Referral Fee under Schedule C, and the Transaction Coordinator Fee and Optional Administrative Support fees under Schedule D. Schedule B does not establish any additional fee.

The amount of each fee, its due date, and the method of payment are governed by the applicable Schedule. In summary, under Schedule A:

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- the Monthly Platform Fee is charged for each calendar month, or portion of a month, during which the Agent is affiliated with the Company. It is due on the first day of each month (and on the Effective Date for the first month), and is not refundable or prorated upon termination;
- the Company may collect the Monthly Platform Fee by deduction from commissions, by charge to a payment method the Agent authorizes, or by invoice payable within ten (10) days; and
- the Risk Management Fee is earned upon closing or completion of each transaction side and is calculated on Transaction Side GCI before any referral fee or other deduction.

The Company may require that recurring fees be paid by automatic payment through a Company-approved method.

Agents shall pay all amounts owed to the Company when due. Agents shall keep a valid payment method on file where required.

8.4 Past-Due Amounts and Collection

If an Agent fails to pay an amount owed to the Company when due, the Company may, as provided in the Independent Contractor Agreement and Schedule A:

- deduct the amount from compensation otherwise payable to the Agent;
- demand payment in writing;
- restrict access to Company services or programs, to the extent permitted by the Independent Contractor Agreement and consistent with the protection of clients and pending transactions; and
- pursue any other remedy available under the Independent Contractor Agreement or applicable law.

Under the Independent Contractor Agreement, failure to pay the Monthly Platform Fee or any other amount when due, following written notice and a ten (10) day opportunity to cure, is grounds for immediate termination of the Agent's affiliation. E&O deductibles, settlement contributions, and similar amounts are payable within five (5) days after written demand (see Section 6.15).

Agents who anticipate difficulty paying an amount when due should contact the Broker before the due date.

8.5 Payment of Commissions

All compensation for brokerage services performed under the Company's license is payable to the Company, not to the Agent individually.

Agents shall not:

- accept commissions, referral fees, bonuses, or other compensation for brokerage activities directly from any client, cooperating broker, attorney, lender, or other party;
- direct that compensation be paid to the Agent, to a business entity owned by the Agent, or to any other person, except as permitted by Company policy and applicable law; or
- agree to any rebate, credit, or reduction of compensation without complying with Company policy and Schedule A.

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If an Agent receives any payment that should have been paid to the Company, the Agent shall deliver it to the Company promptly without deposit, endorsement, or deduction.

Commissions are processed as described in Section 4.9 and paid to the Agent in accordance with the Independent Contractor Agreement, Schedule A, and any executed Optional Schedule.

8.6 Deductions and Offsets

As provided in the Independent Contractor Agreement, Schedule A, and any executed Optional Schedule, the Company may deduct from compensation otherwise payable to an Agent any amounts the Agent owes to the Company, including:

- the Monthly Platform Fee (including any past-due balance), the Risk Management Fee, and other fees under Schedule A;
- reimbursement of a waived or uncollected Client Document Processing & Storage Fee (see Section 3.14);
- the Mentorship Referral Fee, if the Agent has executed Schedule C (see Section 2.11);
- the Transaction Coordinator Fee and Optional Administrative Support fees, if the Agent has executed Schedule D (see Section 4.2);
- referral obligations, Company advances and chargebacks, returned commission payments, and commission adjustments;
- E&O deductibles, self-insured retentions, settlement contributions, and related amounts (see Section 6.15);
- amounts owed for marketing materials, services, or programs purchased through the Company;
- arbitration awards and attorney's fees recoverable under the Independent Contractor Agreement; and
- any other amount the Agent owes to the Company.

If deductions exceed compensation otherwise payable, the Agent remains responsible for the unpaid balance.

The Company will provide a statement showing the compensation calculation and any deductions with each commission disbursement.

Questions regarding a deduction should be directed to the Broker. Disputes that are not resolved informally are subject to the process described in Section 2.1.

8.7 Agent Business Expenses

As independent contractors, Agents are responsible for the costs of operating their own real estate businesses, except where the Company has agreed in writing to provide an item or service.

Agent expenses include, for example:

- licensing, continuing education, and professional designation costs;
- MLS, board, and association dues and fees;
- lockbox and showing access fees;
- personal marketing, advertising, and branding costs;

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- business cards, signage, and marketing materials;
- devices, software, and technology not provided by the Company;
- telephone, internet, and data service;
- vehicle, travel, and mileage expenses;
- client gifts and entertainment;
- costs of any assistants or contractors the Agent engages; and
- insurance an Agent chooses to carry for their own business, such as automobile, health, disability, general liability, or supplemental errors and omissions coverage.

Agents shall maintain automobile insurance as required by law for any vehicle used in connection with brokerage activities. Transporting clients in a personal vehicle is at the Agent's own risk and subject to the Agent's insurance coverage.

The Company does not reimburse Agent business expenses unless it has agreed to do so in writing.

8.8 Taxes and Tax Reporting

Agents are independent contractors and are not employees of the Company.

The Company does not withhold income taxes, Social Security, or Medicare taxes from compensation paid to Agents, and does not provide employee benefits.

Agents are responsible for:

- reporting all compensation received from the Company;
- paying all federal, state, and local taxes on that compensation, including self-employment taxes and estimated taxes; and
- maintaining their own business, income, and expense records.

The Company will issue IRS Form 1099 and other tax reporting documents as required by law, based on the information the Agent provides under Section 8.2. Agents should consult a qualified tax professional regarding their individual tax obligations.

8.9 Deposits, Escrow and Trust Funds

Deposits, earnest money, and other funds belonging to others are held in trust and are subject to strict legal requirements.

Agents shall:

- deliver any deposit or other trust funds received in connection with a transaction to the Broker immediately, or to the escrow agent named in the contract, as required by Connecticut law and Company policy;
- provide a receipt and document the delivery in the transaction file;
- never deposit trust funds into a personal or business account of the Agent;
- never commingle trust funds with the Agent's own funds or use them for any purpose; and

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- not accept cash, cryptocurrency, or other unusual forms of payment for a deposit without the Broker's prior approval.

Only the Broker, or a person designated by the Broker, may authorize the deposit, holding, or release of funds held by the Company. Disputes over the release of deposits shall be referred to the Broker immediately.

8.10 Referral Fees and Payments to Others

Referral fees may be paid or received only through the Company and only in compliance with applicable law, Company policy, and Schedule A.

Agents shall not:

- pay or share any part of a commission or referral fee with an unlicensed person, except as permitted by law and approved by the Broker;
- pay or receive any fee, kickback, or thing of value for the referral of settlement services, such as mortgage, title, or closing services, in violation of federal or state law; or
- enter into a referral agreement on behalf of the Company without Broker approval.

Referrals involving clients who came to the Company through a Company-Generated Business Opportunity are governed by Schedule B (see Section 3.13).

The Mentorship Referral Fee under Schedule C is a referral obligation of the Mentee payable to the Company. It is calculated and deducted only through the Company and is never paid directly to a Mentor (see Section 2.11).

8.11 Policy Violations and Corrective Action

The Company's goal is to help Agents comply with the law and Company policy and to correct problems early.

When the Company identifies a failure to comply with this Manual, the Standard of Performance, or another governing document, the Broker may take action appropriate to the circumstances, which may include:

- informal guidance or additional training;
- a written notice describing the issue and the expected correction;
- a corrective action plan with a review date;
- additional review or Broker approval of the Agent's transactions or advertising;
- suspension of access to Company programs, systems, or Company-Generated Business Opportunities, to the extent permitted by the Independent Contractor Agreement; or
- removal from the Company-Generated Business Program or the Mentorship Program, as provided in Schedules B and C; or
- termination of the Agent's affiliation, as provided in the Independent Contractor Agreement.

The Company generally addresses issues progressively. However, the Broker may take immediate action, including termination, when conduct involves fraud, dishonesty, a serious violation of law, a risk of harm to clients or the public, or a material threat to the Company's license or reputation.

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Corrective action under this Section is a means of fulfilling the Broker's supervisory responsibilities and does not alter the independent contractor relationship.

8.12 Extended Absences and Inactive Periods

Agents set their own schedules. When an Agent expects an extended absence that may affect active clients or pending transactions, Section 2.3 requires the Agent to arrange appropriate coverage and notify the Broker.

Coverage by another Agent shall be arranged in a manner approved by the Broker and documented in the transaction file. Compensation for coverage shall be agreed in writing and processed through the Company.

If an Agent places their license in inactive status or is otherwise unable to conduct brokerage activities, the Broker may reassign active listings, buyer representation agreements, and pending transactions as necessary to protect clients, subject to the Independent Contractor Agreement and the Schedules.

8.13 Termination of Affiliation

Either the Agent or the Company may end the Agent's affiliation as provided in the Independent Contractor Agreement, which governs notice, grounds, and the effect of termination. Affiliation is at-will, and either party may end it at any time, with or without cause, upon written notice.

Termination of affiliation automatically terminates any executed Schedule B and, unless the Company agrees otherwise in writing, any executed Schedule C. Either the Agent or the Company may also terminate an Optional Schedule at any time by written notice without affecting the Independent Contractor Agreement.

An Agent who intends to end their affiliation should notify the Broker in writing as early as practical, so that clients and pending transactions can be transitioned in an orderly way.

Upon termination, the Company will take any steps required by Connecticut law and MLS rules regarding the Agent's license affiliation and system access.

8.14 Obligations Upon Termination

Upon termination of affiliation, for any reason, the Agent shall:

- immediately stop conducting brokerage activities under the Company's license;
- immediately discontinue all representations of affiliation with the Company and cease using Company names, logos, trademarks, and other branding, as required by Section 5.5;
- remove or update references to the Company on websites, social media profiles, email signatures, business cards, signs, and other advertising within the time directed by the Company;
- transfer to the Company, upon request, any domain names, social media accounts, or other digital assets registered in a manner suggesting Company ownership;
- return all Company property, including signs, lockbox keys and devices issued through the Company, marketing materials, and documents;
- deliver to the Company all brokerage records, including client files and transaction records, and complete any incomplete transaction files;

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- not keep copies of client files, transaction records, CRM data, lead information, or information about Company-Generated Business Opportunities, except as required by law or with the Broker's written consent, as provided in Section 2.8;
- permanently delete Company data and Confidential Information from personal devices and accounts after delivering it to the Company, and confirm deletion in writing if requested;
- disclose any pending transactions, active listings, buyer representation agreements, and prospective Company-Generated Business Opportunities;
- for twelve (12) months following termination, not directly solicit Company employees, agents, staff, transaction coordinators, or other Company personnel for employment or affiliation with another brokerage or competing business (general advertising not specifically directed toward Company personnel does not violate this requirement); and
- continue to honor confidentiality obligations, as provided in Section 6.4 and the Independent Contractor Agreement.

The Agent may keep personal business records described in Section 2.8 that are not brokerage records and do not contain Confidential Information.

Post-termination rights and obligations relating to Company-Generated Business Opportunities, including Derived and Repeat Business, are governed by Schedule B. A former Agent shall not knowingly interfere with the Company's contractual or business relationships concerning Company-Generated Business Opportunities that arose during the Agent's affiliation.

8.15 Listings and Pending Transactions Upon Termination

Listing agreements, buyer representation agreements, and pending transactions are agreements with the Company, not with the individual Agent.

Upon termination, the Broker will determine how each active listing, buyer representation agreement, and pending transaction will be handled, giving priority to the interests of the client and complying with applicable law and the client's agreement. Options may include:

- the departing Agent completing the transaction under Broker supervision;
- reassignment to another affiliated Agent; or
- release or transfer of the client's agreement, where the client requests it and the Broker approves.

Nothing requires the Company to transfer a pending transaction, listing, client relationship, lead, or brokerage agreement to the departing Agent or to another brokerage. For pending Company-Generated Business Opportunities, the Company may also provide for joint servicing during the transition, as provided in Schedule B. Transaction Coordinator Services already elected for a transaction side will ordinarily be completed, and the related fees remain payable even if the transaction closes after termination, as provided in Schedule D.

Agents shall not induce clients to terminate their agreements with the Company, or to delay a transaction, in order to move business to another brokerage.

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Compensation for transactions that close after termination is governed by the Independent Contractor Agreement, Schedule A, and any applicable executed Optional Schedule. Fees earned on a transaction that closes after termination remain payable.

8.16 Final Accounting

After termination, the Company will prepare a final accounting of amounts owed between the Company and the Agent.

The final accounting may include:

- compensation earned on transactions that have closed or will close, as provided in the Independent Contractor Agreement and the Schedules;
- unpaid Monthly Platform Fees, which accrue through the end of the calendar month in which termination is effective and are not refundable or prorated, and other unpaid fees;
- Mentorship Referral Fees on Fee Transactions that closed, or were under binding contract, before termination and that close through the Company;
- Transaction Coordinator Fees and Optional Administrative Support fees for services elected or performed before termination;
- unreimbursed Client Document Processing & Storage Fees;
- E&O deductibles, settlement contributions, and other amounts under Section 6.15; and
- any other deduction permitted under Section 8.6.

Amounts owed by the Agent may be deducted from compensation payable after termination. Any balance remaining due is payable as provided in the Independent Contractor Agreement and Schedule A.

Obligations that by their nature continue after termination, including confidentiality, indemnification, payment obligations, cooperation with claims and investigations, and obligations under Schedule B, survive termination as provided in the Independent Contractor Agreement.

8.17 Manual Acknowledgment

Each Agent shall acknowledge receipt of this Manual, and of any revision, in the manner required by the Company, including through a Company-approved electronic system.

As provided in Section 1.4, revisions become effective upon notice to affiliated Agents, whether or not an acknowledgment has been returned.

Questions regarding this Manual should be directed to the Broker, as provided in Section 2.10.

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Section 9: List n Show™ Standard of Performance

9.1 Purpose and Application

The List n Show™ Standard of Performance sets the Company's service and professionalism expectations, as described in Section 1.4. It is incorporated into this Manual as this Section 9, and Agents are required by the Independent Contractor Agreement to comply with it.

The Standard of Performance describes the quality of work, conduct, and service that clients should experience from everyone associated with List n Show™. It applies to leadership, Agents, and support staff alike.

For affiliated Agents, the Standard is read together with the rest of this Manual and the Independent Contractor Agreement:

- it describes the results and service quality expected of every Agent, while each Agent continues to determine the manner and means of operating their independent business, as provided in Section 1.3;
- recurring activities described in the Standard, such as skill practice, coaching, and performance reviews, are offered and administered consistently with Sections 1.3 and 2.9 and the Independent Contractor Agreement;
- missed standards are addressed as described in Section 9.15 and, where necessary, Section 8.11; and
- if the Standard conflicts with another provision of this Manual, the order of precedence in Section 1.8 applies.

The text of the Standard of Performance follows.

Prepare thoroughly. Serve thoughtfully. Execute precisely. Improve continuously.

9.2 Our Conviction

At List n Show™, we earn trust through the quality of our work and the consistency of our conduct.

We cannot control every market condition, client decision, or transaction outcome. We can control our preparation, knowledge, responsiveness, attention to detail, and treatment of people.

We define excellent performance, teach it, practice it, and hold ourselves accountable to it. Every person represents the company. Every interaction matters.

9.3 Put the Client's Interests First

We begin by understanding the client's goals, concerns, priorities, and timing. We explain options and tradeoffs clearly, offer candid recommendations, and respect the client's decisions.

We keep our personal tastes to ourselves. Homes vary in style, condition, and interior and exterior décor, and the right home is the one that fits the client's preferences, not ours. We do not offer unsolicited opinions about what makes the ideal house, and we do not interfere with our clients' decisions.

We never allow the desire for a commission to weaken our judgment or create pressure that does not serve the client.

Our standard: Every client has a documented plan, clear expectations, and an agreed communication schedule.

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9.4 Prepare Before We Perform

Preparation is part of the service. Before a consultation, listing appointment, showing, or negotiation, we review the relevant facts, anticipate questions, and identify the decisions ahead.

We practice important conversations before the client needs us to handle them.

Our standard: Every appointment has a purpose, the necessary information, and a clear next step.

9.5 Master the Fundamentals

We continually develop our knowledge of the market, properties, transaction process, negotiation, and company systems.

We distinguish verified facts from estimates and opinions. When we do not know an answer, we acknowledge it, find the appropriate resource, and follow through.

Our standard: Advice has a sound basis. Uncertainty is explained. Questions receive an owner and a follow-up deadline.

9.6 Know the Limits of Our License

In addition to the fiduciary duties we owe our clients and, for members of the National Association of REALTORS®, the REALTOR® Code of Ethics (see Section 6.2), we are guided by the scope of our real estate license. We are licensed to list property, show property, and negotiate as our clients instruct. We are not qualified or licensed to advise on a property's physical condition or on legal, tax, engineering, surveying, environmental, or financial matters (see Section 3.11). For that reason, neither List n Show™ nor any affiliated Agent makes representations or warranties about the physical or legal condition of any property listed with the Company or selected by a buyer.

On those matters, we pass along information from expert sources; we are not the experts. Think of the role as staffing an information kiosk: we point clients to the right source. Depending on the question, that may be the superintendent of schools, a town hall official such as the zoning officer, an electrician, plumber, surveyor, engineer, attorney, mortgage company, or loan officer. We encourage clients to obtain inspections, investigations, tests, surveys, and other evaluations from qualified professionals, and we never discourage them from seeking professional advice (see Section 3.6).

Within these limits, we:

- **do not give legal advice.** The contracts we use are legally binding on every party. When a client has a legal concern about a contract, we recommend that they consult an attorney. Practicing law without a license is illegal.
- **do not interpret documents** such as plot plans, surveyor's or assessor's maps, easements, rights-of-way, common driveway agreements, deed restrictions, or septic location maps and drawings.
- **do not make inquiries at town hall for a client.** This includes questions such as whether a garage can be added or what might be built behind a property. We do not relay that kind of information either. Clients make these inquiries themselves.

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- **do not interpret the Residential Property Condition Disclosure Report** for buyer clients, and we never complete it for seller clients.
- **do not comment on matters beyond our firsthand knowledge or qualifications.**

When a question falls outside our license, we say so plainly and respectfully. Two statements to remember and use:

> *"I'm sorry, but that is beyond the scope of services I can provide to you under my real estate license."*
>
> *"I don't know." Then, as Section 9.5 requires, we point the client to the right resource.*

We think before we answer. We avoid openings such as "Well, I'm not sure, but I think it's..." because clients often remember only what follows "I think it's."

Our standard: Every question outside the scope of our license is identified as such and directed to an appropriate professional or source. No client receives our opinion on a property's physical condition or on legal or tax matters.

9.7 Use Company Forms as Written

Accurate paperwork is part of the service. We accurately complete every necessary and required form when listing a property, showing property to buyer clients, and preparing purchase and sale agreements. We know the language and content of the forms we use well enough to explain them clearly to clients, without giving legal advice (see Section 3.6).

We:

- use the List n Show™ forms library, and consult the Company's Rider library for typical situations;
- complete only the factual information sections of a form;
- never delete any of the standard printed language of a form or Rider, and never add language to it;
- when a special addendum is required, write it in simple language as dictated by the customer or client; and
- consult the Broker whenever we are unsure how a form should be used, or have concerns about a proposed addition to a form.

Modifying a form or Rider without authorization may be viewed as the unauthorized practice of law.

Our standard: Every form in the transaction file comes from the Company's libraries, with its standard language intact and only its factual sections and client-dictated addenda completed.

9.8 Communicate Before the Client Has to Ask

We communicate clearly, promptly, and respectfully. We share difficult news early, explain its implications, and bring practical next steps.

We establish service hours and backup coverage so clients know how to reach help.

Our standard: Acknowledge messages within one business day, address time-sensitive matters promptly, and update active clients at least weekly unless another cadence is agreed. Every update explains what happened, what comes next, and who is responsible.

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9.9 Make Every Listing and Showing Reflect Our Care

We represent properties accurately and thoughtfully. Before a listing launches, we check its facts, presentation, marketing materials, and showing arrangements.

Before a showing, we confirm access, review the client's priorities, and prepare relevant property information. We respect the home and follow access and security instructions.

Our standard: Complete the listing launch checklist before publication and record showing feedback and next steps by the next business day.

9.10 Own the Details and Close the Loop

We use shared systems and checklists to make important work visible and reliable.

We document commitments, decisions, deadlines, and handoffs. A handoff is complete when the receiving person understands and accepts responsibility.

Our standard: Every critical task has a named owner, a due date, and documented completion. Anyone who sees a deadline at risk raises it immediately.

9.11 Demonstrate Integrity and Respect in Every Role

We tell the truth, protect confidential information, and treat clients, colleagues, vendors, and other professionals with dignity.

We listen without dismissing concerns. We address disagreements directly and professionally. We give credit freely and never excuse disrespect because someone produces strong sales.

Our standard: The same expectations of conduct apply to leadership, agents, and support staff.

9.12 Maintain Composure Under Pressure

Transactions can become emotional. Our responsibility is to remain useful.

We separate facts from assumptions, explain available options, and focus on the next constructive action. When we make a mistake, we disclose it promptly, take responsibility, and help resolve it.

Our standard: Escalate material problems to the responsible leader as soon as they are identified, with known facts, immediate risks, and a proposed next step.

9.13 Strengthen the Whole Team

We share knowledge, provide dependable coverage, and help colleagues succeed. We respect the work behind every client experience.

Individual initiative matters. So does the ability of the next person to continue the work without confusion.

Our standard: Keep records current, honor coverage commitments, and leave every handoff clear enough for someone else to act.

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9.14 Learn, Teach, and Improve

We welcome specific feedback and turn it into better execution. We review successful and unsuccessful transactions with equal honesty.

Leaders demonstrate the work, provide practice, and coach against observable expectations.

Our standard: Participate in weekly skill practice and review each closed or terminated transaction for lessons worth applying.

9.15 Leadership's Responsibility

List n Show™ leaders will:

- Define excellent work clearly and demonstrate it personally.
- Provide the tools, training, staffing, and coverage needed to meet expectations.
- Recognize preparation, integrity, teamwork, and improvement alongside production.
- Address missed standards promptly, privately, and consistently.
- Distinguish a lack of clarity or training from a repeated unwillingness to meet expectations.
- Assign a corrective action, owner, and review date when improvement is required.

No producer is exempt from the standard. No leader is above it.

9.16 How We Measure Performance

We review the work that produces results alongside the results themselves.

Review each week	Review each month
Client updates delivered as promised	Client feedback and unresolved concerns
Response commitments met	Appointments, signed clients, and closings
Checklists and records completed	Conversion trends and transaction outcomes
Deadlines met and risks escalated	Repeat business and referrals
Practice completed and coaching applied	Recurring errors and process improvements
Forms used as written and out-of-scope questions referred	Form, disclosure, and scope-of-license issues found in file review

Strong results do not excuse poor conduct. Disappointing results call for an honest review of preparation, execution, and circumstances.

9.17 Our Commitment

I will arrive prepared, communicate clearly, respect every person, and take responsibility for my work.

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I will stay within the scope of my license, use the Company's forms as written, and direct clients to the right experts when a question is beyond my qualifications.

I will protect the client's trust, support my teammates, and keep improving my craft.

I will uphold the List n Show™ Standard of Performance in the ordinary details of every day.

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