

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contract (the "Agreement") made with effect this ____ day of _____, 20__.

BETWEEN:

BC CONDOS MARKETING INC., a company incorporated pursuant to the laws of British Columbia, with an address at
Unit 201 - 350 East 2nd, Avenue, Vancouver, BC, V5T 4R8

(the "Company" or the "Companies" or "Party")

AND:

Name of Contractor: _____

Real Estate Board V-Code: _____

Brokerage Name: _____

Address: _____

City, Postal Code: _____

Home Phone: _____

Smart Phone: _____

Email: _____

(the "Contractor" or "Agent" or "Party")

In consideration of the promises, mutual terms, and conditions herein, the Company and Contractor (the "Parties") agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) "Services" means those items set out in the attached **Schedule "A"**, and as agreed to between the Company and the Contractor in writing from time to time;
- (b) "Fees & Remuneration" shall mean those amounts set out in **Schedule "B"** attached hereto, as applicable for which the Contractor is performing the Services, plus applicable tax, as invoiced in accordance with this Agreement, representing all monies to be provided to the Contractor for the Services, except reimbursement for costs where such costs are expressly reimbursable pursuant to this Agreement.
- (c) "Term" means the period commencing _____ and ending at the time at which this Agreement is terminated.

--	--	--

Initials

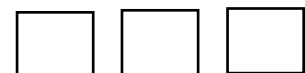
NATURE OF THE RELATIONSHIP

- 1.2 The Contractor is an independent contractor and shall not, under any circumstances, be deemed to be an employee of the Company;
- 1.3 The Contractor understands and agrees that as an independent contractor, he shall be responsible to submit for himself and his employees any and all required monies, premiums or payments that may be required for Employment Insurance, Canada Pension Plan, Workers' Compensation, MSP, any benefits, Provincial and Federal Taxes and remittances including, but not limited to, PST, GST and any other provincial or federal government remittance, levies or assessments or requirements arising under or relating to this Agreement or otherwise;
- 1.4 The Contractor also understands and agrees that it is solely and absolutely responsible for the payment of any wages, salaries, monies, benefits, expenses or any other amounts which may be payable as a result of the Contractor's use of employees, workers, contractors, agents or assigns as a result of this Contractor (bearing in mind Paragraph 16.7 below);
- 1.5 The Company shall not control or have any right to control the manner or means by which the Contractor performs the Services;
- 1.6 The Company may, and the Contractor hereby agrees that the Company may, perform reference checks regarding the Contractor;
- 1.7 The Company is using the Contractor on an as-needed basis, which use shall depend on the Clients and jobs which the Company obtains. The Company is not guaranteeing any minimum number of jobs, hours or Services to the Contractor; and
- 1.8 The Contractor shall have no authority to act as an agent of the Company or to bind the Company in any manner whatsoever.

2. OBLIGATIONS OF THE CONTRACTOR

During the Term, the Contractor:

- (a) Shall abide by all Federal, Provincial or Municipal laws governing the provision of his services under this Agreement;
- (b) Shall perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- (c) Perform the Services and do so in a dependable, efficient and courteous fashion in order to create and maintain goodwill for the Company;
- (d) Not disrupt the Company's business or engage in conduct which negatively impacts upon its business, reputation or goodwill;
- (e) Shall meet all deadlines requested by the Company and advise immediately of any inability to meet a proposed deadline;
- (f) Shall do everything possible and required to protect and maintain a high ethical standard in carrying out his duties under this Agreement;
- (g) Shall maintain his personal appearance in a professional manner, and shall provide dependable, efficient, courteous, high quality and professional services of the same high quality and integrity as other contractors of the Company, in order to create and maintain goodwill for the Company;



- (h) Shall submit to the Company a monthly invoice which shall include sufficient detail to the reasonable satisfaction of the Company:
 - (i) describing the Services performed;
 - (ii) describing the disbursements and expenses incurred, if any, for which reimbursement is sought;
- (i) Shall provide such written and verbal reports as may be reasonably required by the Company necessary to monitor the progress of the Contractor pursuant to this Agreement and to ensure compliance with the terms and conditions of this Agreement;
- (j) Shall, provide his/her E&O Insurance with the Real Estate Conveyance [Board];
- (k) Shall cause certificates of insurance, with copies of the original policies attached showing compliance with the above requirements, to be deposited with the Company on or before the effective date of this Agreement;

3. PROVISION OF SERVICES BY THE CONTRACTOR

The Contractor and the Company acknowledge and agree that:

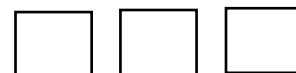
- (a) The Contractor will personally provide all Services under this Agreement unless otherwise expressly authorized by the Company in writing;
- (b) The Contractor shall determine how and when to perform the Services so long as he meets any deadlines requested by the Company;
- (c) The quality of the Services shall meet the standards of the Company, applied by the Company acting reasonably and if it is necessary to re-perform any Services, this shall be done at the Contractor's sole cost, time and expense;
- (d) The Contractor shall maintain, at his sole cost and expense, all equipment, tools and supplies necessary to provide the Services;
- (e) As an initial and ongoing term of his retainer, the Contractor shall be required to review, agree to and abide by the terms and conditions of use of the Pixilink Platform as amended from time to time;
- (f) The Contractor agrees that his name, phone number, email and other contact information may be provided or made available by the Company to any Clients or prospective clients and the Contractor hereby agrees to such disclosure.

4. TAXES AND DEDUCTIONS

The Contractor shall be responsible for the payment of all income tax, provincial and/or municipal taxes, Canada Pension, unemployment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the Services performed by the Contractor under this Agreement.

5. CONFIDENTIAL INFORMATION

5.1 The Contractor acknowledges and agrees that by way of his contracted services for the Company, he may have privileged access to confidential information regarding the Company, the Clients, or persons, companies, institutions or agencies with whom the Company works, is associated or intends to work.



5.2 The Contractor hereby agrees to maintain and protect the confidentiality of any and all materials, information and data gained through his association with the Company, regarding the Company or the Company's Clients or potential clients including, but not limited to, records, government and other accounts and contracts, and the Company's policies, procedures and personnel.

5.3 These Sections 7.1 and 7.2 shall survive the termination of this Agreement.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Any and all materials produced or developed by the Contractor as a result of this Agreement including, but not limited to, photographs (the "Material Resources") and any property provided by the Company to the Contractor shall be the exclusive property of the Company, and for the sole use by the Company or its authorized agents, consultants and/or employees, and shall forthwith be delivered by the Contractor to the Company upon the Company giving written notice to the Contractor requesting delivery of same, whether such notice is given before, upon, or after the expiration or termination of this Agreement.

6.2 Any and all Material Resources will remain the property of the Company whether or not the Services are completed.

6.3 Without in any way restricting the generality of the foregoing, the Contractor hereby irrevocably assigns to Company any and all intellectual property rights, including copyright, to any materials produced in the course of the provision of the Services which shall include, but not limited to, the right of the Company to subsequently assign any such rights to third parties in its absolute discretion.

6.4 The Company will retain ownership and all interest in every aspect of its operations including, without limitation, all client lists; records and entitlement to goodwill arising therefrom or otherwise; the Company's name, training, written operations, policies, guidelines, standards, forms and materials.

6.5 Furthermore, the client relationships shall at all times and under all circumstances be deemed to belong to the Company and not the Contractor.

6.6 Upon termination of this Agreement, all Material Resources or records pertaining to the Company's business will remain the property of the Company and the Contractor will promptly deliver all such Materials resources and records to the Company's office and will not make nor retain any copies of the same.

6.7 For greater clarity, no Material Resources are not to be retained by the Contractor after the termination of this Agreement.

6.8 The Contractor recognizes and agrees that a breach by the Contractor of the covenants contained in Sections 9.1 through 9.7 would result in damages to the Company and that the Company could not be adequately compensated for such damages by monetary award. Accordingly, the Contractor agrees that in the event of any such breach, in addition to all the remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, degree or otherwise as may be appropriate to ensure compliance with the provisions of Sections 9.1 through 9.7 without the Contractor requiring the posting of security in respect of such injunctive relief.

6.9 The Contractor agrees that all restrictions contained in Sections 9.1 through 9.7 are necessary and fundamental to the protection of the business of the Company and are reasonable and valid, and all defences to the strict enforcement thereof by the Company are hereby waived by the Contractor.

6.10 These Sections 9.1 through 9.9 shall survive the termination of this Agreement.



7. EXPENSES

In addition to the remuneration provided for in Section 1 of this Agreement, the Company shall not pay, or reimburse, the Contractor for all reasonable and ordinary expenses necessarily incurred in the course of carrying out the Contractor's responsibilities under this Agreement.

8. GST/PST/HST

The GST, PST and/or HST registration numbers for the Contractor, as applicable, are as follows

GST # _____

PST # Not Applicable

HST # Not Applicable

9. TERMINATION

9.1 This Agreement may be terminated or conclude as follows:

- (a) Immediately at any time with instant notice within the first three (3) months [probation period];
- (b) Immediately at the discretion of one of the Parties if the other party has committed a fundamental breach of the Agreement;
- (c) Within ninety (90) days of the execution of this Agreement, if the Company is dissatisfied with the Contractor's provision of the Services, the Company may terminate this Agreement without notice and without any payment to the Contractor beyond the monies owing to him under this Agreement as of the time of such termination; and
- (d) In the absence of a fundamental breach and subject to the provisions above, either Party may terminate this Agreement at any time by providing written notice to the other Party with such termination to take effect Five (5) days after delivery of the notice. The Company may at its discretion immediately conclude this Agreement under this Section 12.1(c) without notice but by paying the Contractor the Service Fees, if any, earned prior to the termination date of this Agreement.

9.2 On or before the effective date of termination of this Agreement, the Contractor shall:

- (a) Complete any ongoing jobs;
- (b) Provide the Company with a final invoice, effective as of the effective date of termination, for all Services performed pursuant to this Agreement which have not been previously invoiced; and
- (c) Deliver to the Company any and all Material Resources in the Contractor's possession or control.

9.3 Upon the termination of this Agreement for whatever reason or in the event that the Contractor does not perform Services for the Company for at least three (3) months, and in the Company's sole and absolute discretion, the Company shall be entitled to remove the Contractor's content and/or deactivate the Contractor's profile on the Company's website and/or the Pixilink Platform.



11. DOCUMENTS AND PUBLICATION RIGHTS

All documentation in the possession or control of the Contractor relating to the performance of the Services shall be the sole and exclusive property of the Company and shall be delivered to the Company upon request. Any reports or materials arising out of the provision of the Services are the exclusive property of the Company and may not be published or reproduced without the prior written consent of the Company. This Section shall survive the termination of this Agreement.

12. REPRESENTATIONS AND INDEMNITY

The Contractor does hereby represent and warrant that:

- (a) He has the qualifications, experience and capabilities necessary to carry out the Services;
- (b) His execution and performance of this Agreement does not violate or breach any other agreements to which he is a party; and
- (c) He shall at all times indemnify and save harmless the Company from and against any and all losses, liabilities, damages, costs and expenses of any kind which may be paid, incurred or asserted against the Company as a direct or indirect result of the performance of the obligations of the Contractor pursuant to this Agreement and, without in any way limiting the generality of the foregoing, from any costs, including reasonable lawyers' fees, that the Company may incur by reason of the breach of any representations and/or promises by the Contractor hereunder. This Section shall survive the termination of this Agreement.

13. NON-SOLICITATION

The Contractor agrees that when this Agreement is terminated (for any reason), he will not solicit any current or prospective Clients, suppliers, contractors, employees or affiliates of the Company for a period of twelve (12) months. A prospective client, supplier, contractor, employee or affiliate of the Company is defined as any person, entity or organization that, in the twelve (12) months preceding the date of the termination of the Agreement, has:

- (a) Received a Referral from the Company;
- (b) Includes the Client's family;
- (c) Sent or has been sent a proposal by or received information from a representative of the Company or which has otherwise impliedly or explicitly indicated an intention to transact business with the Company; or
- (d) Has worked for, with, or been engaged by, for with the Company.
- (e) In addition, all fees as per this Agreement and per any outstanding Real Estate Transaction of the Agent shall apply even if the Agent is terminated.



14. **GENERAL**

15.1 **Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing and delivered by Email or regular mail to:

The Company: **BC CONDOS MARKETING INC.**

201 - 350 E 2nd Avenue

Vancouver, BC V5T 4R8

Tel: 604-639-5434

varinder@pixilink.com and les@6717000.com

The Contractor: **NAME** _____

Brokerage _____

Address _____

Phone: _____

Email: _____

or to such other address as each party may from time to time direct in writing.

15.2 **Governing Law**

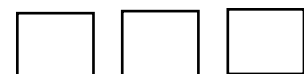
This Agreement has been made and shall be interpreted and adjudicated in accordance with the laws of British Columbia. Any disputes arising under this Agreement shall be adjudicated by a Court of competent jurisdiction in the British Columbia and the Contractor hereby irrevocably attorns to the jurisdiction of the British Columbia Courts.

15.3 **Time of Essence**

Time shall be of the essence of this Agreement.

15.4 **Survival**

The provisions of this Agreement, which by their context are meant to survive the termination of this Agreement, shall so survive for the benefit of the party relying upon the same.



15.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of principal and agent, employer and employee, or of partnership, or of a joint venture agreement between the Parties, it being understood and agreed that none of the provisions contained herein nor any act of the Parties shall be deemed to create any relationship between the Parties other than an independent service agreement between two parties at arm's length.

15.6 Agreement Entire Relationship

The Parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Contractor and the Company, and may only be modified in writing signed by both Parties.

16.8 Other

The provisions of this Agreement are severable, and should any provision herein be held by any Court of competent jurisdiction to be void, unenforceable or otherwise ineffective, such finding shall not invalidate the remaining provisions of this Agreement.

16.9 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

16.10 Where this Agreement refers to the masculine or feminine, such references shall be construed as referring to the opposite gender with equal effect.

16.11 Independent Legal Advice

The Contractor hereby acknowledges and confirms that advice was received from the Company to obtain independent legal advice and that by executing this Agreement, the Contractor hereby confirms that it has had an opportunity to seek independent legal advice prior to executing the Agreement and has either:

- (a) obtained such legal advice; or
- (b) waived the right to obtain such legal advice



SIGNATURE PAGE

The Parties confirm their agreement to all of the above terms and conditions of this Agreement through the signatures of their duly authorized representatives below.

BC CONDOS MARKETING

INC. PER: Varinder Kainth

Signature

Date

BC CONDOS MARKETING

INC. PER: Les Twarog

Signature

Date

NAME OF CONTRACTOR PER: _____

Signature

Date

Agent Board Identification: _____

Brokerage Name: _____



SCHEDULE "A"

THE SERVICES

The Services to be provided by the Contractor to the Company shall include the following:

1. Provide Real Estate Agent Services as a Representative of the Companies.
2. The Companies will provide leads through Email, telephone and chat.
3. Follow up on Sales [Buyer/Seller] Leads generated by the System.
4. Access to Company's software provided to the Contractor is strictly for Contractor use and access and usage credentials cannot be passed to anyone else.
- 5. Buying or Selling**
 - a. The Contractor must disclose the remuneration in the Property Purchase and Sale Contract at all times.
6. Maintain their Real Estate License in good standing.
 - a. The Contractor must give 24 hours' notice to the Company if their Real Estate License(s) expire or otherwise ceases to exist.
- 7. Performance**
 - a. Work with a maximum of 15 active Clients. An 'active Client' is someone who has viewed a listing in person in the last 30 days [a Lead].
 - b. From the Leads provided by the Company, engage and record at least 15 conversations per day.
 - c. Engage in at least one showing/meeting per day with a client if possible.
 - d. On a shared Floor Duty Calendar be available online at Google Intercom, from your desktop computer, a minimum of 20 hours per week. Scheduling of Floor Duties for the next month will be made on the 15th of the current month. The schedule will remain as is, unless changes are requested. All change requests will have to be received before the 15th of the month.
 - e. The Agent must update the BC Condos Marketing Inc. CRM [Customer Relationship Management Application] with any and all notes from the communications, discussions and decisions with the Client. These notes will be used in the Agent Performance Evaluation.
 - f. The Contractor must have one minimum sale, with Subjects Removed, by the end of January 2020.
- 8. Client Requirements (Necessary information from Buyers & Sellers)**
 - Buyers or Sellers Identification (for legal documents)
 - A minimum of one face-to-face coffee or lunch meeting for each prospective Buyer or Seller to validate, verify, and pre-qualify their intent, gather more information, and get additional referrals
 - Buying Interest – sincerity, history, intent, capabilities, experience



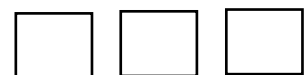
- Get details on the number of Decision-Makers to help guide us to a commitment and a sale
- Find out their primary financial institution
- If possible a signed/initialed DORT Agreement
- Get information on their job so that we can analyze their needs
- Number of properties currently owned
- Whether the property has parking stalls for each unit and/or nearby transit
- Number of Kids
- Kid 1 ... year of birth
- Kid 2 ... year of birth
- Kid 3 ... year of birth

9. Listing a Property ... Mandatory Requirements and Tasks

- Listing will require "Les Twarog" as the Listing Realtor
- Mandatory requirement
 - A minimum of 20 HDR photos from Pixilink
 - Matterport Tour
 - Professional Floor Plan ordered either from Pixilink or Vancouver Floor Plans
 - Verify the square feet of the Strata Unit from the Strata Plan
 - Order Strata Documents including the depreciation report and form B
- The Listing should only be listed once the above has been completed
- Within 30 minutes from the time listing gets assigned an MLS number, pictures need to be uploaded ... overriding the temporary pictures that were originally loaded
- The description needs to be approved by **Les Twarog**
 - Condos - Description to include amenities and their respective locations within the building including parking stalls, storage, contingency reserve, maintenance fees
 - Houses - Clearly list total number of units, suits along with rental income if any
 - Townhouse - Description to include any common areas if any including location and/or strata plan
- Be present at every showing
- Be present at all appointments including appraisals, inspections, key pick up to ensure everything is in order.

10. Showing a Property

- Arrive 10 minutes prior to the appointment. Reach out to the agent prior to your clients arriving.
- Upon Arrival:
 - Turn on all the lights and open up the blinds
 - Remove your shoes
 - Show the location of the storage locker
 - Show the location of the parking stalls and parking levels
- Know the contingency reserve from Form B
- Know the maintenance fees from MLS
- Know what the Annual Taxes are
- Bring the Tax Assessment
- Bring the Building Sales Summary
- Bring the Area Sales Summary



- How is the storage or parking registered? (Limited common property, common property or lease).
- Photos, Matterport, Floor Plan or any other property related services including strata documents booked through BC Condos Marketing or preferred partners; the company will split the cost of the services by 50%.
- Have the Fisherly listing details, building details, intercom ready on your tablet when meeting your client.
- Avoid looking at the tablet and focus your attention on the client.
- Ensure you have ample time in between appointments to make notes and send any respective information.

11. When providing contact information to the end client, the Contractor needs to use the assigned email address ending with @_____

12. No Solicitation of the Client, or the Client's family, for 12 months after termination of this Agreement.

13. The Contractor needs to have the following equipment:

- a. Vehicle not older than 5 years.
- b. Smartphone not older than 3 years.
- c. Tablet, not older than 2 years, with a Data Plan
- d. Laptop not older than 2 years.

14. Vacation

- a. Please give BC Condos Marketing Inc. 15 days' notice before taking a vacation.
- b. It is your responsibility to arrange with an Associate to carry on your duties and obligations within this Agent Agreement while you are away.
- c. Please give BC Condos Marketing Inc. immediate notice, if for any reason, you are unable to be present at a meeting or showing, or unable to provide your Agent services for any period.



SCHEDULE "B"

FEES and REMUNERATION

- 1. All Referral Fees must be disclosed.
- 2. All GST/PST and other taxes will be paid for by the Contractor.
- 3. 50% Referral Fee on all business generated [Compensation] to go through BC Condos Marketing Inc. through Re/Max Realty.
 - 3.1. All deals will pay 50% to BC Condos Marketing Inc. [through Re/Max Realty] of all Gross Proceeds [Sales] including all personal deals realized from the beginning of this Independent Contractor Agreement. This is known as the 50% Rule.
 - 3.2. The Contractor can decrease the commission up to a maximum of 20% without authorization.
 - 3.3. Exclusions: All deals the Agent is currently dealing with before the beginning of this Independent Contractor Agreement as listed below:
 - 3.3.1. _____
 - 3.3.2. _____
 - 3.3.3. _____
 - 3.3.4. _____

4. Fees

- 4.1. The Independent Contractor [Realtor], from their 50% of the Compensation of the Gross Proceeds of the Sale shall be solely responsible for:
 - 4.1.1. All deal fees including Broker Fees
 - 4.1.2. Real Estate Board Dues
 - 4.1.3. All Office and/or Re/Max Realty Dues and Fees
 - 4.1.4. ICBC Insurance
 - 4.1.5. Realtor License Fees
 - 4.1.6. Any other such expenses that a Realtor will incur during the normal part of his/her business

5. Reviews

- 5.1. At any time the owners and managers of BC Condos Marketing Inc. can request and review the paperwork and documents that the Independent Contractor is working on for review and analysis.
- 5.2. BC Condos Marketing Inc. may implement a quarterly review of all Independent Contractors to determine status, efficiency and compensation plan changes.

