

XSell Guaranteed Success System Agreement

Agent Name ("Agent")

Phone number

Email address

Real Estate License Number

1.0 INTRODUCTION

The XSell Guaranteed Success System (the "System") is a program designed to create and grow a successful real estate career. The System is composed of a combination of training, coaching, and action items that all work together for the Agent's success. In order to realize the potential success that can be achieved, it is imperative that the Agent engages in all aspects of the program, as is more fully set forth below. By signing this XSell Guaranteed Success System Agreement (the "Agreement"), Agent acknowledges that participation in the System is voluntary and is not a condition of employment or for an ongoing working relationship.

2.0 GUARANTEE

By full completion of and participation in the System, it is guaranteed that Agent will earn \$100,000 in Gross Commission Income within one year of starting the System. (the "Guarantee"). If the Agent adheres to and follows all requirements of the System and fails to earn \$100,000 in Gross Commission Income, Agent will be paid the difference between the actual gross commissions earned and \$100,000. For example: If the Agent fulfills all requirements of the System and earns \$52,000 in Gross Commission Income after one year, Agent will receive a payment of \$48,000 to make up the difference. In the event of a payment to the Agent, certain tax documents will be required. Gross Commission Income is commissions earned BEFORE any company, team, or other applicable splits. By signing this Agreement, **Agent acknowledges and understands that this Guarantee is only valid if Agent successfully completes the System in its entirety and follows all requirements of the System, subject only to exceptions or limitations set forth herein. Proof of completion may be required to validate the Guarantee. Gross Commission Income is calculated as the actual gross commission income or sales volume times 2.5%, whichever is greater, and BEFORE any and all splits/fees/etc.**

3.0 REQUIREMENTS OF THE SYSTEM

The System requirements and curriculum is fully set forth in Exhibit A.

4.0 REPORTING AND TRACKING

Reporting and tracking of Agent success, necessary for validation of the Guarantee, is accomplished as follows:

- Agent reporting - There are tasks in Agent's Portal to upload homework/assignments as well as a system to record numbers tracking. The agent is required to produce daily reporting via Sisu and Portal of the following:
 - o New contacts
 - o Appointments
 - o Contracts including purchase, listing, and buyer/broker agreements
 - o Closings with address, date of closing, and commission earned

- o Classes attended (outside of live coachings) and key takeaways (Fast Start, IConversations, other non-required trainings)
- o Written recap of eXp Realty video content (required once weekly)
- o Screenshot of KVCore business analytics (required once weekly)
- o Screenshots of workplace referral group activity (required weekly)
- o Screenshots of social media posts (required as assigned)
- o Any completed homework assignments uploaded into Agent's Portal
- Administrative tracking of the backend systems will occur to ensure agents are completing required tasks.
- We highly recommend that you keep a record of your assignments for reference in the future.

5.0 **DISCLAIMER**

Agent affirmatively acknowledges that participation in this program is purely voluntary. It is not a requirement of eXp Realty or a condition of employment or contractual relationship. The requirements contained throughout this Agreement and any attached Exhibit are solely for purposes of qualification of the Guarantee. The agent may opt-out of the System or the Guarantee at any time with no penalty with written notice to the program administrator. In the event that the Agent opts out of the Guarantee, Agent may still participate in all portions of the training and coaching with the exception of the Grant Cardone Sales Skills training, Portal, Sisu, and the MegaeXpansion training unless otherwise determined by the Administrator.

6.0 **COMMUNICATION AND TERMINATION**

When an agent fails to complete a portion of the System, Agent will receive correspondence detailing the failure. The Agent may challenge the communication detailing the failure in writing within (3) three calendar days of receipt of communication of the failure. Failure to challenge the communication within (3) three calendar days will be deemed as acceptance of the failure by the Agent. Failure of the Agent to complete any portions of the program on two (2) occasions within one year after the Agent's start date may result in dismissal from the System and will result in nullification of the Guarantee. If, for any reason, Agent is deemed to have manipulated the system or any unforeseen or unexpected circumstances occur during the Agent's involvement in the System that prevents them from doing any of their requirements, the administrator has full unequivocal rights to nullify the guarantee in its entirety at their discretion. An example of an unforeseen or unexpected circumstance would be COVID preventing any of the requirements from being met.

In the event of dismissal from the System, Agent may still participate in all portions of the training and coaching with the exception of the Grant Cardone Sales Skills training, Portal, Sisu, and the MegaeXpansion training unless otherwise determined by the Administrator...

In the event of dismissal from the System, Agent agrees to not speak negatively of the Guarantee, the System requirements, coaches, administration, training, assignments, or any part of the System as a whole.

In the event of dismissal from the System, Agent agrees to hold harmless all principals, coaches, administrators, and any other person associated with the XSell Guaranteed Success System.

7.0 CONFIDENTIALITY

Agents participating in the System may engage in training and coaching activities that may contain confidential and proprietary information ("Confidential Information"). Confidential Information is information and data of any kind concerning any matters affecting or relating to the system, the business or operations of the system, and/or the products, drawings, plans, processes, or other system data not generally known or available outside of the company.

Accordingly, to protect the Confidential Information that will be disclosed, Agent agrees as follows:

1. The Agent will hold the Confidential Information received from the System in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
2. The Agent will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by System management.
3. The Agent will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her requirements for the System or duties to eXp Realty.
4. The Agent will, upon request or upon the termination of his/her relationship with the System or eXp Realty, deliver to the System any drawings, notes, documents, equipment, or materials received from participation in the System or originating from employment with eXp Realty.
5. The System's management will have the sole right to determine the treatment of all inventions, writings, ideas, and discoveries received from the Agent during the period of employment with eXp Realty or participation in the System, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as the system may deem appropriate.
6. The System's management reserves the right to take disciplinary action, up to and including termination, for violations of this agreement, in addition to pursuing civil or criminal penalties.

8.0 MISCELLANEOUS

8.1. This Agreement shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the State of Arizona, without regard to choice of law principles. Further, the parties hereto agree to exclusive jurisdiction within the state and federal court of Maricopa County, Arizona.

8.2. In the event of any litigation or other proceeding concerning the terms in this Agreement, the prevailing Party shall be entitled to recover costs, attorneys' fees, and other expenses, including but not limited to expert witness fees, incurred by the prevailing Party. The Parties additionally agree that any violation of this Agreement by Agent may result in irreparable harm to the System's management, and as such, the System's management is entitled to seek immediate injunctive relief and obtain disgorgement of any profits obtained by such violation, any monetary value lost by the System's management as a result of such violation, and to request any other relief

and/or damages available to the System's management. No failure or delay by the System's management to enforce any portion of this offer shall be deemed a waiver of its right to do so at a later time.

8.3. This Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, executors, administrators, successors, and assigns.

8.4. All covenants contained herein are severable. In the event any shall be held to be illegal or invalid by a competent court, this Agreement shall nevertheless remain in full force and effect and be interpreted as though such illegal or invalid covenants were not contained herein. If in any judicial proceeding a court shall refuse to enforce any covenant herein as to geographical scope, duration, the scope of activities, or all of them, then the unenforceable covenant shall be reduced as shall be deemed reasonable and enforceable by the court.

8.5. Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, Agent agrees to indemnify and hold harmless the System's management and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of Agent, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

The undersigned agrees to all terms contained within this Agreement:

Agent Signature Date

System's Representative Date

Exhibit A

Any reference of the year refers to a year based on your start date – not the calendar year. Your official start date is defined as any Monday agreed upon after attending orientation with proof of start date referenced in an email sent to you.

For all zooms, you must attend at least 95% of any given zoom call up to 50 minutes. Your camera must be turned on, your face must be visible at all times during the full duration of your attendance, and your full name must be displayed. In order to receive credit for attendance, you must also be actively engaged in learning/participating and in a quiet space free of distractions. Please refer to the Google Training Calendar and your Portal for the current dates and times of all zoom sessions.

Your participation and success in the System may require expenses incurred outside of the System, including but not limited to recurring subscriptions. These expenses are your sole responsibility, and in the event of recurring subscriptions, you will be required to maintain active subscriptions and actively integrate them into your business through the full course of the System.

The practical application of ideas and techniques taught during all modules in the System is required and expected on a consistent, regular basis, beyond just the assignments found in the Portal. During weekly zoom sessions, instructors may assign additional, required work to be completed prior to the following week's zoom session.

Initial_____

- **Grant Cardone Sales Training**

- Agent must attend the live sales coaching sessions via zoom each week and complete all given assignments, video views, and mini-tests by the due date provided.
- *Agent may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent fails to complete all assignments, video views, mini-tests, or attend coaching. Agent will receive a notice regarding their failure as described in Section 6.0; missing the mark more than 1 time during the year may result in dismissal from the system and will result in the nullification of the guarantee.*

- **KVCore Training**

- Agent must successfully set up their KVCore system according to the video KVCore Set Up within two weeks of the start date of the System.
- Complete the KVCore Success Series in the first four weeks after setting up your KVCore. This is to be completed BEFORE starting the Advanced KVCore Training.
- Complete the Advanced KVCore training modules in the XSell Virtual Training Videos system within two months of the start date of the System (All Modules). Completed AFTER completing the KVCore Success Series.
- Import of Agent's Center of Influence into KVCore within three weeks of the start date of the System with at least 25 contacts.

Initial_____

- o Agent will provide a screenshot of their settings in their KVCore profile so we can verify it is set to how many daily calls they are going to facilitate a day. This is a one-time task due within two weeks of the start date of the system. The Screenshot must include the date/time from the computer or tablet.
 - Set to at least 10 calls a day, five days a week
 - o Agent must attend live coaching sessions of KVCore each week via zoom and complete all assignments provided by the instructor - *Agents may miss ONE coaching session during the year.*
 - o Agent must set up and actively run the following campaigns within their KVCore within the first 6 weeks of the start date of the System.
 - Center of Influence
 - Lead follow up
 - Seller Campaign
 - Buyer Campaign
 - Open House Campaign
 - o Agent must add at least 25 people a week who are willing to allow you to correspond with them - evidenced by business analytics screenshots from KVCore and hashtag searches.
 - o Agent must use each of the following squeeze page types below weekly, beginning the 2nd month in the System.
 - Multi Listing
 - Single property
 - Seller squeeze
 - Market report
 - o Agent must create a minimum of one new landing page weekly with the following target audiences, beginning the 2nd month in the System.
 - Week 1: Buyers
 - Week 2: Sellers / Listings
 - Week 3: Closed clients or SOI
 - Week 4: Agent attraction
 - o *Agents may miss the mark 1 time during the year - specifically, that means that one time a year the agent failed to complete any assignments or attend weekly coaching.*
- **Digital Marketing/Digital Lightning**
 - o Starting the 2nd month from the start date of the System, attend live coaching sessions via zoom each week for digital marketing
 - o Complete all modules of Digital Lightning in the XSell Virtual Videos system in sequential order along with the corresponding assignments within 6 months of the start date of the System. All assignments are to be uploaded to corresponding assignments in your Portal.
 - o An active subscription for Click Funnels, Zapier, and ActiveCampaign will be required and must be maintained throughout the duration of your time in the guarantee program. Your instructor, at his sole discretion, may require additional subscriptions to be utilized for the sake of building your business and brand.
 - o *Agents may miss the mark 1 time during the year - specifically, that means that one time a year, the agent failed to complete any assignments or attend weekly coaching. NOTE: Agent does not have requirements in this area the first month after starting the System.*

- **Social Media**

- Agents must attend weekly live coaching calls via zoom to implement the use of social media in their real estate business.
- Agents must watch all Social Media training videos in sequential order in the XSell Virtual Training Videos System and complete corresponding assignments. Upload into Portal - one weekly
- Agents are expected to complete the following tasks on a weekly basis, at a minimum:
 - 15 min engagement 3x per week
 - Post 2 videos per week
 - 2 posts per week on 2 platforms
 - 1 link post in stories per week to a KVCORE landing page
 - Post 2-3 stories at least 3x per week with 1 day of face out stories on IG or FB
- *Agents may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching.*

- **Real Estate Training**

- Agents who have closed less than 5 deals prior to starting the System must complete all modules of eXp Realty's Fast Start series within the first THREE weeks of the start date of the System - evidenced by screenshots and recap on reporting. This series is recommended for all agents. Screenshots must include the date/time from the computer or tablet.
- Agents must attend IConversations once a month within their first year- evidenced by a screenshot and recap on reporting.
- Agents must attend their state's broker meeting in eXp world at least TWO times monthly - evidenced by a screenshot and recap on reporting.
- Attend Team Meetings led by Michael Flanagan via zoom - on the first and third Thursday of each month - *The Agent may miss ONE session in the year.*
- Actively participate and engage twice a week in two workplace referral groups. Engaging can mean creating your own posts or commenting on other posts to create genuine connections and relationships with referral agents.
- Attend weekly "Get The Deal" zoom training and complete any assignments given - *Agent may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching.*
- MegaeXpansion training program - Begin the RAMP (Rising Agent Mastery Program) Module after completing Fast Start Series. RAMP is to be completed within 4 months of the Start date, SLAM to be completed within 6 months of the Start date, and BAM to be completed within 12 months of Start date. Attend live coaching sessions via zoom each week - *The Agent may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching.*
- Attend weekly "Kickstart with Korah" zoom accountability session on Mondays. - *Agent may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching*
- Attend periodic accountability sessions via zoom as determined by Team Lead. You will find exact dates in your Portal. - *Agent may miss the mark 1 time during*

the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching

- **eXp Realty Information**

- Each week, agents will watch a new video covering an aspect of eXp Realty. Agent must watch one video during the week and enter a brief summary into your eXp Video Content task in Portal.
- Income Producing Activities and Database Management - The most important part of real estate is spending time on income-producing activities, building your database (or sphere of influence), and working on your database.
- Prospecting - having meaningful real estate conversations with NEW people to see if they are looking to buy or sell, if they will refer you or if they will allow you to keep in contact with them (become part of your database). Prospecting examples: open houses, door knocking, calling FSBOs and expired listings, cold calling, networking events, social media, sphere of influence, etc.
- Lead follow-up - The money is in the follow-up. Lead follow-up is the process for appointment making.
- Database building and follow-up - The process of building your database and then fostering relationships with them is a central success principle for real estate.
- Agent must spend at least 5 hours per week on database management activities - phone calls, social media post comments and interaction, video messages, in-person activities, text messaging, and meaningful emails (as examples)
- Sisu must be used at least 5 days a week to log new conversations, appointments, contracts, and closings. Other prospecting numbers may be logged in Sisu as well. The week is considered Monday through Sunday for the sake of the System.
- Attend weekly "Friday Follow Up" zoom sessions for Sisu accountability and goal setting. - *Agent may miss the mark 1 time during the year - specifically, that means that one time a year during any given week, the agent failed to complete all assignments or attend coaching*

Agent Signature

Date

System's Representative

Date