



TEAM AGREEMENT

This agreement is between **Mission Realty brokered by Real** (herein referred to as “Mission Realty” and _____ (herein referred to as “Team Agent”). Team Agent shall perform all services under this Agreement as an “Independent Contractor” and not as an employee. No agency or employment relationship, partnership, joint venture or association is created by this Agreement.

Welcome to **Mission Realty**! We sincerely desire that you will become more successful in real estate as a result of your association with us. When we chose our mission; **To Improve Lives, Families and Communities**, we fully intended that it would apply to all aspects of our business — including our teammates.

The first thing we want to make clear is our mission which is very simple: every action or reaction in or about a situation shall be in line with our core value of striving to be **EPIC - Excellence - Positive Attitude - Integrity - Commitment**. We expect that all Team Agents direct their efforts towards achieving our mission, and when questions arise about whether or not to do something or how to do it, the option that best aligns itself with our mission will be chosen. As a Team we will always endeavor to serve our clients without regard to cost or personal convenience. We will not enter into business relationships with persons who are abusive toward us or who endeavor to achieve dishonest gain at the expense of other parties.

The reason our group exists is twofold. First, we desire to create more business for each of our Team Agents by effectively marketing a “team” as teams have a powerful advantage in attracting new business. Second, we provide administrative support to Team Agents to enable them to focus their attention on listing and selling real estate unencumbered by the demands of attending to marketing, advertising and administration.

The team serves the Team Agent—not the other way around! We will provide as much administrative support as possible, using professionally designed systems so that customers are justifiably impressed with the quality of our support. Mission Realty does not desire to limit the creativity of the individual Team Agents as they grow their individual careers. If needed,

our mission/goals and image of team.

We believe that each Team Agent is responsible for his or her own lead generation and professional growth. While the team will be enthusiastic with the offering of training, sharing of leads, encouragement and suggestions; it is recognized that success is ultimately a personal achievement.

Agreement Term - It is hereby understood that this agreement is for a term of 12 consecutive months, commencing on the date the Agreement is signed and automatically renewed each and every 12-month period unless otherwise canceled in writing by either party. This agreement may be terminated with or without cause and without prior notice by either party. Furthermore, Mission Realty reserves the right to change/alter any of the conditions of this agreement, at any time, with (5) days notice given to the Team Agent.

For a period of 12 consecutive months, the Team Agent shall be a Team Agent for Mission Realty. During this time and during subsequent renewals of this agreement, the Team Agent shall work exclusively with Mission Realty and real estate transactions conducted during this agreement shall fall under the following terms and conditions:

Team Agent's - Agent Generated Leads (aka Sphere of Influence (SOI)) - The Team Agent's SOI (Friends and Family) list of leads belong and will always belong to the Team Agent. While a member of the team, the Team Agent's SOI will be treated like all Mission Realty clients and will benefit from items of value and client events. Upon termination of this agreement, all Team Agent Generated Leads that belong to the departing Team Agent's SOI will leave with the Team Agent.

Mission Realty Company Leads - If a Team Agent attempts to enter a new lead and the lead is already in the Mission Realty database, then the lead is considered a Company Lead. Prior to entering a new lead, the Team Agent commits to checking the potential existence of a lead by checking not only the lead name(s) but also the lead(s)' email address(es) and phone number(s). Exceptions and permission to re-source leads are at the sole discretion of the Sales Manager or Owner of Mission Realty.

3rd Party Referral and Paid Lead Sources - No individual Team Agent shall purchase or commit to paid lead sources as that could foster unhealthy competition between Mission Realty and the Team Agent. Exceptions to this rule, require prior to written approval by the Sales Manager or Owner of Mission Realty.

New Team Agent Mentor Program - As a Team Agent with Mission Realty, all new Team Agents will be mentored in-house at Mission Realty. The following is our policy for a Team

Agent's first initial deals. Graduation from the Mentor program is subject to approval by the assigned Mentor and Sales Manager. Should a Mentee need additional support, the Mentor program shall continue until the assigned Mentor and Sales Manager believe the Mentee is proficient on both the buy and sell sides of real estate. Should Mission Realty identify an experienced Team Agent who shows a need for further training, Mission Realty retains the right to require the experienced Team Agent to participate in our Mentor program until they are proficient and meet Mission Realty's standard of excellence in the buying and selling process.

Required Number Mentored Transactions **Buy Side**

Required Number Mentored Transactions **List Side**

Buy Side - Each new inexperienced Team Agent will be assigned a new Team Agent Mentor(s) to assist with the inexperienced Team Agent's first initial deals. There is a 10% reduction of the Team Agent's commission for these services. Mission Realty expects the new Team Agent to engage their Mentor and have their Mentor actively involved in these deals as Mission Realty expects a high level of professionalism and expertise. This fee shall be deducted whether the new Team Agent seeks assistance or not. Refusing assistance could affect the mentee's ability to continue to receive Mission Realty leads and/or continuation with the team.

List Side - The ability to successfully convert listing leads is the highest skill set in real estate. To that end, Mission Realty has fully trained Listing Partners whose principal responsibility is to convert Mission Realty sourced Listing leads. Any Team Agent who is not considered a Listing Partner, is considered a Sales Partner for Mission Realty.

Mission Realty Listing Leads:

- a. In the event the Sales Partner is responsible for setting an appointment for a Mission Realty Listing Lead, the referring Sales Partner receives 5% of the commission at settlement if and only if the Sales Partner completes the Seller intake sheet and sets the appointment. This referral fee is intended for leads where a sales partner plays an active part in the relationship with a buyer lead or an active role in nurturing a buyer lead that eventually becomes a listing lead while the Sales Partner is already representing the client on the buy side.
- b. All Mission Realty buyer leads will be asked in the initial 2 way communication if they need to sell before they buy. If the lead states that they DO need to sell before they buy, the lead must be co-assigned to a Listing Partner immediately for the purposes of the Listing Partner taking over the listing side while the Sales Partner retains the buy side. The 5% referral fee is payable to the Sales Partner in this instance if the Sales Partner completes the seller intake sheet and successfully sets a listing appointment as the highest chance of setting a listing appointment is on the first call. Otherwise, the lead will be assigned to a Listing Partner as a collaborator with no compensation due.

Team Agent Sphere of Influence Leads:

- a. Before an agent is Listing Qualified as defined below, Team Agent Sphere of Influence (SOI) listing leads will be referred to a Listing Partner until the Team Agent is Listing Qualified. The Team Agent will be paid a 25% referral fee for the referral. This referral fee is automatic and while shadowing is not required, it is encouraged.

Listing Qualified Requirements - Under qualifying circumstances, those who are not Listing Partners but are considered Sales Partners may have the opportunity to convert and close a Mission Realty Listing Lead.

The following is the path for a Sales Partner to earn the right to conduct listings:

- a. Successful completion of the Listing Qualified Training and Listing Qualified Assessments
- b. Successful completion of the Listing Process/New Contracts/SISU Training and Assessment
- c. Successful completion of the Contract to Close Training and Assessment d. Live Listing presentation approved by a member of Mission Realty Leadership.

All inexperienced Sales Partners must co-list and be mentored on their FIRST listing with a company or agent generated listing lead. One of the Mission Realty Listing Partners will co-list and mentor the transaction for the fee outlined in the compensation schedule (Addendum A). The co-listing process for the first listing will involve mentoring by the Listing Partner throughout the process which includes assistance with pricing, attendance at the listing appointment, all negotiations/paperwork through close of escrow as long as Steps a, b, c and d above in the Listing Qualified Requirements paragraph are successfully completed.

If a Sales Partner is deemed “experienced” as defined in this agreement, the experienced agent does not have to be mentored with their first agent generated listing lead with a Mission Realty Listing Partner rather must successfully complete Steps a, b, c and d in the above Listing Qualified Requirements paragraph to ensure knowledge of the listing process at Mission Realty.

A Sales Partner may take a Company Generated Listing Lead as long as ALL of the following applies:

- a. Sales Partner is approved as a Listing Qualified Sales Partner as defined in the **Listing Qualified Requirements** paragraph above.
- b. Sales Partner will not be competing for the listing with any other Agent from other brokerages.
- c. Sales Partner has a signed buyer agency agreement documented and stored in Follow Up Boss within the subject client’s lead record.

- d. If the Sales Partner is an inexperienced Agent, the Sales Partner must have successfully closed on their 1st fully mentored listing with a Listing Partner.

4

A Sales Partner may take their own Sphere of Influence(SOI) Listing Lead as long as the following applies:

- a. Sales Partner is approved as a Listing Qualified Sales Partner.
- b. If the Sales Partner is an inexperienced Agent, the Sales Partner must have successfully closed on their 1st fully mentored listing with a Listing Partner.

Support - Lead generation is the foundation of our business. The hours of 8:30 AM - 11:00 AM are considered lead generation or “bunker” time for the entire team. Should a Team Agent engage or interrupt another Team Agent/Team member, the Team Agent will be asked to wait until after lead generation or “bunker” time for assistance.

Mission Realty does provide ongoing support to ALL Team Agents who participate and uphold the expectations of the team. There is a daily virtual help desk from 11:00 - 11:30 guided by the Sales Manager. All non urgent Team Agent needs will be addressed at that time. Experienced Team Agents or Team Agents who have graduated from the Buyer Mentor program may direct time sensitive contract questions to the Sales Manager between the hours of 11:00 AM - 8:00 PM Monday - Friday and 8:00 AM - 6:00 PM Saturday and Sunday. Assistance from the Sales Manager shall be communicated by a phone call or text outside of Help Desk during agent support hours.

Centralized Transactions - Team Agents with Mission Realty have an in house Team Transaction Coordinator. The in house fee for each buyer side transaction is \$495.00 and \$595.00 on the listing side. The Team Agent is required to disclose the transaction fee in the buyer agency agreement or listing agreement respectively. Every Team Agent is allowed to waive 1 in 5 administrative fees at the Team Agent's discretion. There are no other exceptions to this rule however, a Team Agent maintains the right to pay the transaction fee for any client over and above the waived 1 in 5 transactions. Transaction fees are paid at Close of Escrow (COE).

Marketing Material - Team Agents will be provided their business cards, brochures and signage by Mission Realty; Team Agents will use only Team branded business cards and Team Branded marketing materials. Should the marketing material not be created in-house, the Team Agent is required to obtain prior approval from the Marketing Director.

Commitments -

Signed Documents Required by Team Agent Prior to Joining Mission Realty

- a. Mission Realty Team Agreement
- b. Real Broker Team Agreement

5

All Team Agents shall commit to:

- a. Attending 80% of the Mission Realty team meetings per year. (20 of 24 meetings/year)
- b. Attending 33% of the Real Broker Team Meetings (4 of 12 meetings/year)
- c. Attending all of the client events per year. (2/year)
- d. Attending 75% of the team building activities per year. (3 of 4/year)

Lead Generation and Production Commitments

- a. An experienced Team Agent (5+ prior deals), shall have 4 closed transactions within the first 4 months at Mission Realty.
- b. A new Team Agent shall have a minimum of 2 under contract and 1 closed transaction within the first 90 days at Mission Realty.
- c. After the first 90 days, Team Agents shall sell a minimum of 1 home/month.
- d. Maintain 35 two way contacts/nurtures/week for at least 3 of the 4 weeks per month.
- e. Coachable
- f. Accountable
- g. Attend Scripting Role Play Every Tuesday Until Producing 2 Sales/Month on a Consistent Basis.
- h. Communicate through Follow Up Boss and not Team Agent's personal phone.
- i. Update leads records and other referral sites within the same day of communication.
- j. Uphold and abide by the Mission Realty Handbook.

Failure to meet the above Lead Generation and Production Commitments could result in a probationary period and/or termination.

Lenders/Attorneys/Title Companies/General Vendors - It is required that when a Team Agent works with a company generated lead, the Team Agent will present the preferred vendors recommended by or partnered with Mission Realty. Whenever possible Team Agents will use Mission Realty recommended vendors to help leverage cooperation with Mission Realty trusted partners and vendors. Should a Team Agent use a vendor for their own Team Agent generated business (SOI) whose core values are not in line with Mission Realty's core values or the level of service does not match the service provided by Mission Realty trusted partners and vendors, Mission Realty reserves the right to prohibit the Team Agent from further referring partners or vendors who do not provide the quality of service characteristic of Mission Realty.

Business Expenses - Any business related expenses a Team Agent chooses to incur over what is paid for by Mission Realty are at the Team Agent's sole discretion. Should a Team Agent want Mission Realty to participate in an extraordinary expense, the request must be sent to the Sales Manager for potential approval. ALL Mission Realty members are responsible for maintaining their license and completing mandatory Post Licensure and Continuing Education.

Team Agents are also responsible for all of their realtor fees, including but not limited to, Education, Real Broker, MLS, SentiLock, Richmond Association of Realtor Board and National Association of Realtors fees or dues.

Loyalty - At all times during the term of this Agreement, Team Agent shall act under a duty of loyalty in support and in furtherance of Mission Realty and shall maintain a proper attitude toward the public, Clayton Gits, and fellow Mission Realty Team Agents and Team Members.

6

Team Agent shall not engage in any acts or activities that disrupt the office or are likely to adversely affect the image of Mission Realty or other Team Agents, or that may detract from or tend to undermine the growth of Mission Realty, including without limitation, any acts in furtherance of any non- Mission Realty real estate business or the establishment of, or acquiring an investment or ownership interest in, any non- Mission Realty business or the recruiting of any Mission Realty Team Agents/Team Members for any existing or future non- Mission Realty business which does or may compete with Mission Realty. Any breach of this sub-paragraph, will constitute a material breach of this agreement.

Indemnification and Hold Harmless Agreement - Team Agent shall be solely and exclusively responsible for any fines, penalties, interest, costs, expenses, damages, loss of liability, of any kind or nature, known or unknown, now or in the future, arising out of any demands, suits, causes, actions, costs, judgments, proceedings or claims (collectively "Claims") relating to or arising out of Team Agent's real estate business or related business(es) that violate any regulations, laws, rules, ethics or other codes, Mission Realty guidelines, or restrictions issued, promulgated, or enforced by any governmental entity, any real estate association, the Department of Justice, the FCC, Mission Realty, REAL, or any other group, entity, or individual. Team Agent shall indemnify and hold Mission Realty, its owners, its brokers, its officers, and its employees harmless from any and all Claims, known or unknown, now and in the future, including any Claims that are brought or filed after termination or expiration of this Agreement or any renewal of this Agreement. Maintenance of any insurance required by this Agreement shall not relieve Team Agent of indemnification and hold harmless obligations under this paragraph. The obligations of Team Agent under the provisions of this paragraph shall survive termination or expiration of this Agreement and any renewal of this Agreement. Should the Team Agent have violations now or in the future, then said Team Agent is responsible for any fines for such violation(s). Depending on the circumstances, a violation of this kind could be grounds for termination from the Mission Realty team.

Compensation – See ADDENDUM A COMPENSATION

Contract Termination Between Mission Realty and Team Agent

a. See ADDENDUM B NON-COMPETITION AGREEMENT

- b. **Contracts in Escrow** - Termination will not affect compensation earned and owed to Team Agent at time of termination. Contracts in escrow at the time of the Team Agent's termination will remain with Mission Realty at the agreed upon commission split until closed and Close of Escrow (COE).

7

- c. **Real Cap Modification due to team status** - Team Agents who leave the Mission Realty will revert to a full cap status with Real Broker should the Team Agent elect to transition to a solo agent at Real Broker.
- d. **Competitive Clause** - If, for any reason, the Team Agent should decide to terminate their association with Mission Realty or vice versa, the Team Agent agrees the following provisions shall prevail in addition to the provisions found in ADDENDUM B NON-COMPETITION AGREEMENT and said provisions shall survive the Team Agent's departure and shall remain in full effect for a period of 36 months after Team Agent receives written notice of termination by Mission Realty or after Mission Realty receives written notice of Team Agent's intent to leave Mission Realty.
- e. It is further understood that any and all databases developed by **Mission Realty** or any of its subsidiaries are the sole property of the same, and any attempt to use these databases after termination would be considered a violation of copyright infringements under Federal Law.
- f. **Regardless of the party who initiates the termination of the relationship, it is the Team Agent's responsibility to notify Real Broker within 7 days of termination.** Mission Realty and the Team Agent will execute a VA RELEASE of Team Agreement with Real Broker and a Mission Realty Termination Agreement. Any refusal by the Team Agent to sign the Mission Realty Termination agreement shall not affect any terms agreed upon in the Mission Realty Team Agreement, ADDENDUM A and ADDENDUM B nor any ADDENDA added to the Mission Realty Team Agreement in the future.

Success System - Again, welcome to **Mission Realty**! We sincerely desire that you will become more successful in real estate as a result of your association with us. Our Mission is for all Team Agents to succeed in reaching their personal best. Our goal is to assist the Team Agent in building a business that is suited to him or her while conforming to the structure at Mission Realty .

Together Everyone Achieves More !

MISSION REALTY TEAM AGENT

Signature

Clayton Gits

Name (please print) **Name** (please print)

Date: **Date:**

8



ISA/ Set		Addendum A Compensation		Appt** Agent	
-		n Agent		Agent	
Lead Source	Split Split	Split Split	Split Split	Appt** Agent	Appt** Agent
Company					
Lead	45%	30%	35%	20%	Company Lead Past Client/Referral*** 55% 40%
45%	30%	Zillow	50%	40%	40% 30% Agent Generated (SOI) 70% 55% -----

Company Lead 50%					
35%	40%	25%	Company Lead Past Client/Referral***	55%	40% 45% 30%
Zillow*	55%	40%	45%	30%	Agent Generated (SOI) 70% 60% -----

Company Lead 55%
 40% 45% 30% Company Lead Past Client/Referral*** 60% 45% 50% 35%
 Zillow 60% 45% 50% 35% Agent Generated (SOI) 70% 65% -----

ISA Set

Appt

9

Addendum A - Compensation -

Source

Agent Split

Continued

ISA Set Appt

Lead

Agent Split

Company

Lead 70% 70% 60% 60% Company Lead Past Client/Referral** 70% 70%
 60% 60% Zillow 70% 70% 60% 60% Agent Generated (SOI) 70% 70%

Yearly Reset: The above commission structure for Mission Realty resets yearly on January 1st.

Real Broker Cap: There is a cap up to \$4,000 due yearly to the broker that resets on the Team Agent's anniversary date of joining Real Broker.

Personal Property (3/Year): Buy Side 100% less \$495 Listing 100% less \$750

Referral to MR Property Management: \$500

The referral fee is paid to Real Broker and disbursed by Real Broker. The split to the agent is based on the source and volume level listed above.

Gifts Cards: 100% to Agent

*Volume calculation:

Only sales that include commissions that have been earned and paid to Real Broker and Mission Realty count towards the compensation volume calculation.

**Mentored Deals:

Agent splits for Mentored deals match the same split for appointments set by the ISA.

***Company Generated Repeat/Referral Split:

This split is applicable when a Team Agent "repeats" the same type of business, a 2nd buy or a 2nd sell, for the same client(s). If a Team Agent is managing a sell/buy or buy/sell for the same client, splits for both transactions remain at the company split for that production level, not the Past Client/Referral split.

Any lead that originates as a Company Generated lead and subsequently gives the Team Agent/Mission Realty repeat business or the same refers a lead to their Team Agent/Mission Realty, the Agent commission is paid at the **Company Generated Repeat/Referral Split**. If it is a referred lead, the source remains the source of the

original lead with the referring client's name notated in the BACKGROUND section of the Follow Up Boss lead record for the newly referred lead. Coding a referral lead from a Company generated lead as a Team Agent's Generated Lead is considered a violation of Mission Realty's core values and subjects Team Agent to the potential loss of access to Mission Realty leads or termination.

Agent Generated Leads - An agent generated lead will qualify for the Agent Generated splits as long as the relationship is fully documented in the BACKGROUND section of the Follow Up Boss lead record. Mission Realty struggles with duplicate leads and

10

multiple registrations with different email addresses, making tracking difficult. To that end, the administrative team does not have the authority to pay the Agent Generated split without such documentation.

We believe strongly that an Agent's lead is an Agent lead and a Company lead is a Company lead. We further believe that there are an abundance of potential clients in our area and are open to review a lead should there ever be a question of it being a Company lead or an Agent generated lead. Both parties have worked hard to establish the relationship or reputation to acquire such leads, therefore making adherence to these guidelines considered protection for all parties.



ADDENDUM B

NON-COMPETITION AGREEMENT

RECITALS:

A. The Company is engaged in the highly competitive business of real estate sales, which includes providing comprehensive real estate market information, consultation and other assistance to persons desiring to buy or sell real estate.

AGREEMENTS:

The parties agree to the following:

1. **Confidential Information.** "Confidential Information" means any information which is not generally permitted by the Company to be available for inspection or analysis outside the Company, (ii) which relates to the Company's previous, existing or reasonably foreseeable business, and (iii) which has been substantially protected by the Company from use by persons not associated with the Company or use outside the Company's business use. Confidential Information includes, but is not limited to, information contained in or relating to the Company's business and financial projections and strategies, operations manual, training manuals, company policy manual, client and customer lists, marketing plans, methods of conducting any aspects of the business of the Company and proposals, client and customer information, presentation methods, computerized programs and other information relating to the business of the Company wherever conducted or to be conducted. Any documents, computer disk, diskette or video disc, videotape or similar medium containing confidential information shall be deemed in itself to be confidential information.

2. **Nondisclosure.** Unless authorized in writing by an officer of Mission Realty, the Team Agent will not at any time directly or indirectly divulge or use any of the Confidential Information for the Team Agent's own benefit or the benefit of anyone other than Mission Realty. Current and former Team Agent(s) will refrain from acts and omissions which would reduce the value to Mission Realty of the Confidential Information. At any time, and/or on the last day of the Team Agent's relationship with Mission Realty, without the necessity of any request, the Team Agent will return to the MISSION REALTY all documents and other information and files (and all copies thereof) containing or evidencing Confidential Information, including but not limited to all 12

compilations, projections, extractions, plans, lists, copies, policies, procedures and/or other materials prepared by anyone at Mission Realty or others or at Mission Realty's direction or the direction of others, and all customer and prospective client lists and prospect records, including, but not limited to, information sheets, and all copies thereof. The obligations of the Team Agent with respect to Confidential Information shall continue throughout and beyond the Team Agent's relationship with Mission Realty as long as such information remains confidential and shall be binding upon the Team Agent's assigns, executors, administrators and other legal representatives.

3. **Noncompetition.** In the event the Team Agent or Company elects to terminate the relationship with the other party, all parties agree to terminate the relationship by execution of the following [Termination Agreement](#) rather than an email, call or text. The Team Agent agrees that during the Team Agent's relationship with Mission Realty and 36 months after termination of the Team Agent's relationship with Mission Realty, the Team Agent/former Team Agent will not directly or indirectly pursue, solicit or engage in business relationships with Mission Realty clients or employees in CENTRAL VIRGINIA (the "Territory") without the express written consent and authorization of Mission Realty.

a. If the Team Agent is contacted **directly** by a past client that was introduced to the Team Agent directly by any of Mission Realty's marketing channels or Mission Realty's sphere of influence, then the client must be informed that the Team Agent no longer works for Mission Realty. In the event that prior approval has been given by Mission Realty and a client clearly wants to work with the former Team Agent, the former Team Agent will pay Mission Realty a referral fee equivalent to the Mission Realty company split specific to the type of transaction for all business transacted with the approved lead for 36 months after the agent's departure.

b. It is understood that all clients referred to the Team Agent by Mission Realty are, and will always be, Mission Realty clients. The former Team Agent promises not to solicit these clients after the Team Agent terminates association with the Mission Realty team. If for any reason the Team Agent solicits any of the company's clients without prior written consent, a 75% referral fee will be owed to Mission Realty for a period of three years after termination of the Team Agent's relationship with Mission Realty.

4. **Remedies.** In addition to any other relief or remedies afforded by law or in equity, in the event that the Team Agent breaches this Agreement, the Team Agent agrees to pay all reasonable costs and expenses including attorney's fees, incurred by Mission Realty. The parties recognize that irreparable damage will result for Mission Realty if the Team Agent violates or threatens to violate the terms of this Agreement.

13

The parties agree that Mission Realty shall also have the right to enforce the Covenants contained in this Agreement by specific performance and injunctive relief. It is understood that both damages and injunctive relief shall be proper modes of relief and are not to be considered alternative remedies.

5. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall

nonetheless, be enforceable according to their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.

6. **Governing Law and Binding Effect.** This Agreement shall be governed by the laws of the **Commonwealth of VIRGINIA** and it shall be binding upon and inure to the benefit of the Mission Realty, its successors, and assigns. The rights of the Team Agent under this Agreement are personal and may not be assigned or transferred except as agreed to in writing by Mission Realty.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter described in the agreement and supersedes all previous negotiations, commitments or writings between them, except as amended by a Court in accordance with paragraph 5 above.

ADDENDUM B NON-COMPETITION AGREEMENT may not be modified and no party shall be deemed to have waived any provision hereof, except as set forth in a writing signed by both parties.

Mission Realty Team Agent

Clayton Gits

(please print) **Name** (please print)

Signature

Date: