AVANTI WAY
REAL ESTATE DONE RIGHT

AGENTPRENEUR
POLICY MANUAL

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OUR STORY

HOW IT ALL STARTED...

When the millennium dawned, a family situation landed Enrique Teran in Real Estate, far away from the MIS and IT worlds that he'd been emerged in during his last few years in college. What he found was an industry still working in the dark ages of technology.

In 2001, Enrique began to create his own transaction-based software, laying the framework for what would later become AVEX, Avanti Way's 100% paperless system.

Enrique licensed the first beta software with the small group of agents that were then working at his mother's real estate firm, CT International, and had managed to launch the company's first efax in 2002, back when digital faxing was still relatively new.

THE PARTNERSHIP THAT REVOLUTIONIZED THE BUSINESS

In 2003, Andres Korda, who Enrique had met previously while visiting his cousin at Georgetown University, decided to invest in real estate while he pondered the possibility of entering the MBA program at Babson College, one of the highest ranked MBAs in the nation. The program required that Andres present a real company to incubate during the MBA process, but Andres - whose own real estate investing had led to several frustrations with the industry - had yet to find the right idea. In 2004, at a reunion in a Miami Cafe, Andres and Enrique met for lunch to catch up and when the topic turned to Andres' MBA, Enrique felt confident that he had the perfect idea. After several meetings and brainstorming sessions, Andres and Enrique decided they would venture off together in a journey to change the real estate industry.

Andres took the project to his Babson MBA, they hired the first Programmer, Jhony Ferreira, from Venezuela, and started to work day in and out on the project.

The original concept, incubated and developed while at Babson, was to license a software company that could truly revolutionize the industry through an advanced transaction, contract and lead management system. But as they began to knock on the doors of the Miamibased Real Estate Brokers, they realized that the true challenge was in educating the Brokers themselves to see beyond the paper mounds and look towards virtual, internet-based technologies.

GRAND OPENING

By 2005 it was clear that if they wanted to create a new generation of Real Estate Professionals, they would need to educate and empower their own agents first. In 2006, at the dawning of an industry crisis that would send a great number of real estate professionals packing, Andres Korda and Enrique Teran joined Cecilia Teran in officially opening the doors to a new kind of Real Estate firm: Avanti Way.

Free from the excess that spoiled the other Brokers before them, the crisis that followed helped tighten and strengthen the young company instead of weakening it, always reinvesting profits back into its patent-pending system, and always with the same lofty goal: to do Real Estate the right way - in an efficient, unified and transparent manner.

TECHNOLOGY - THE KEY TO SUCCESS

Several years later, Avanti Way is leading the Miami Real Estate industry through Innovation and Technology, creating a new generation of Real Estate Entrepreneurs ready for the digital age while finally changing the industry, one innovation at a time. Here comes the AVEX, a completely web based application that serves as a real estate paperless virtual office solution available exclusively to Avanti Way agents providing them with unprecedented connectivity, convenience, flexibility and efficiency in order to maximize its marketing and selling power.

OUR MODEL

THE AVANTI WAY

More than a company, Avanti Way is a way of life for the new generation of real estate professionals wishing to take their career to higher levels and become what we call Agentpreneurs, changing the face of the traditional real estate agent. It offers a unique and forward looking culture founded on the highest principles of innovation and collaboration which serves as an ecosystem-like environment for agents to work as business owners and be part of a growing progressive community.

At Avanti Way, Agentpreneurs are the center of what it's called "The Avanti Way", a comprehensive business model that combines breakthrough technologies, continuous training efforts, effective support systems, coaching and knowledge-sharing initiatives, and advanced marketing platforms that help agents manage more sales in a faster, better, and easier way to gain a new edge as real estate professionals.

Instead of serving as a traditional brokerage, Avanti Way has revolutionized the broker-agent relationship becoming a real estate business incubator where agents are not just sales associates but work to become Agentpreneurs, build successful businesses, and provide unprecedented customer value for real estate related transactions and services.

The Avanti Way Culture

Agents as entrepreneurs (Agentpreneurs) with a real estate business they wish to grow

- Positive work environment that breeds respect and collaboration
- Continuous recognition for hard work and loyalty
- Results oriented culture that compensates performance without limits
- Learning based community at every level
- Cutting edge technology platform that evolves provides freedom and maximizes productivity

The Benefits

A community of Agentpreneurs experiencing freedom and success in their businesses and that is:

- Equipped with the knowledge, expertise, and support systems needed
- Endowed with seamless transaction management and business solution provide flawless and personalized service
- Dedicated to earning and preserving

THE AGENTPRENEUR

The Concept

Agentpreneurs are learning based innovators in real estate always looking to grow professionally as a community with defined strategies, efficient business processes, and highly scalable structures that gives them a leading edge by implementing breakthrough technology tools, branding & marketing platforms, and networking initiatives in a dynamic environment.

The Philosophy

Real estate agents operate as working independent business inside a brokerage that should support those ventures and provide them with platforms to expand and grow with their own branded structures.

The Systems

Agentpreneurs work by setting up a structure with a back office, business plan, budget, check lists, and measurement environment that they can leverage to develop market intelligence, lead generation, prospect presentations, and transaction coordination tasks to generate consistent business.

The Values

Most likely only the committed, goal oriented, process driven, and dynamic agents can organize their business to become Agentpreneurs and fulfill a well-defined professional vision.

MISSION

We want to revolutionize the way the real estate market is served, and provide a superior level of service in the industry through the development of Agentpreneur-like businesses that can excel and deliver excellence to their customers.

Our passion is to build great real estate business for our agents and provide reliable and personalized solutions to our customer's real estate needs, while building lasting relationships founded on trust and professionalism. We are successful because we believe in our passion. Avanti Way Realty, firmly motivated, and loyal people committed to providing our customers with impeccable service. We therefore pride ourselves in selecting only the very best of people to join our community, and take a special interest in each of their development to build their business as Agentpreneurs.

As part of its mission and commitment, Avanti Way Realty constantly develops proprietary technology attached to specific frameworks and processes to help agents grow businesses within a positive work environment that breeds respect and collaboration amongst peers We have built our business around the highest standards of quality, integrity, and professionalism, and will ensure you receive the support and guidance needed to achieve greater success within this competitive industry.

OUR GOALS

Our goal at Avanti Way Realty is to become an industry leader by providing a complete solution to all of our customers' real estate related needs. Through the implementation of our unique business model, we streamline operations, increase productivity, and maximize efficiencies, enabling our agents to be more effective, and providing for a greater customer experience. We recognize that the secret to. Avanti Way Realty is people and therefore treat our sales associates like our best clients. We have worked hard to build a first of its kind, technology-driven real

estate business incubator concept for agents allowing them to interact with each other and benefit from the knowledge and expertise of other members. Our goal is to grow such business community in the real estate space with the agents themselves taking the leading role.

By working closely together, Agentpreneur businesses benefit from each other's strengths and perspectives, and can create a new level of personalized service for the real estate industry customer.

LIVE FORWARD

At Avanti Way, agents are part of a dynamic world designed to get their business to the next level by becoming Agentpreneurs and having a progressive and healthy lifestyle always ahead of the game. We call this achievement "Live Forward" and is divided into 8 different integral parts of an agent lifestyle. At Avanti Way our goal is to design an ecosystem that adds great value in these specific 8 parts of an agent's business to help in its development and success. The following are those sections explained.

LIVE CONNECTED

Agents save time and money with a paperless efficiency platform. Avanti Way becomes an innovation partner to the agent and is constantly developing and implementing the technology that is right for them. Agents achieve the highest efficiency in the industry by working anywhere through a paperless environment using proprietary cutting edge real estate technology resources. Central unified and broker supported platform that combines and integrates a lead manager, listing center, transactions coordinator, smart digital contract wizard, eSignature collaboration suite, online escrow/commission deposit / ePrinting system, cloud telecommunication technology, realtor specific smart tools, and much more to help our agents stay connected to the business on demand.

LIVE CONFIDENT

Agents become Real Estate advisors experts through knowledge driven consulting. Guided broker business consulting and coaching in an educational culture environment through a forward looking and dynamic learning community with courses, live streaming sessions, and an online university platform with videos, tutorials, webinars, handouts, presentations, and hands-on materials which are accessible anytime/anywhere and complement each training program for agents in any experience level.

LIVE UNIQUE

Agents position as a brand through agents' centered branding. Agents own their branded team under a company brand structure with one-stop/accessible marketing resources and in-house brand consultant to help our agents market their own business identity. Free personal SEO optimized website, social media tools, and a comprehensive marketing campaign menu of options to power up agents' communication and engagement with customers and parties in their business.

LIVE SUPPORTED

Agents guarantee compliance and get paid immediately in a support environment. Continuous proactive broker support with an intelligent self-populated contract packages pre-filled to address any deal type, a transaction coordinator service to keep deadlines, automatic oneclick escrow letter generation, in house attorney staff, and an efficient pro-active broker review process with assigned compliance managers bring our agents deals from contract to closing. Agent send files for broker underwriting with a click, they get reminders for every due date or document needed, they disburse monies on the go and get paid by printing commission checks from home without delay.

LIVE EVERYWHERE

Agents have a physical stylish and professional location connected to the cloud when needed with your smart office hub. Agents have access to various markets and meet clients at professional locations when needed as brick and mortar meets the paperless world with a set of standardized state of the art smart office space centers equipped with hardware that identifies each user and connects agents' virtual office account through a desktop cloud telecommunication environment that includes phone extensions, a document online storage folder, and international calling capabilities.

LIVE STRUCTURED

Agents structure their plan and track the progress with a measured productivity system. Cutting-edge productivity measurement resources and guidance to improve agents' performance including addressable market analysis, recommended activities according to goal settings, prospecting plans, and on demand accountability tracking for your dynamic business plan.

LIVE SMART

Agents have the opportunity to focus on growth and let others run the back office with a trained in-staff assistant. Agents utilize the ultimate mastery program that allows them to leverage the business and achieve their highest potential to run as an enterprise with the support of a highly trained Avanti Concierge that acts as a virtual private consultant that organizes their business and works the entire back office for the agents in order to maximize the use of their time and increase the leveraged power. Designed for already successful agents that need to break away from their current ceiling and finally get their business to the next level.

LIVE BEYOND

Agents earn compensation according to their terms and without limits through an unrestricted compensation plan. A dynamic and uncapped compensation plan designed to adapt for every stage of the agents business where they decide the payment structure like a true entrepreneur with programs that even get agents to achieve more than 100% compensation including rewards, recognition, and top producer business related perks.

OUR VALUES

AVANTI WAY GOLDEN RULES

At Avanti Way, we strive to be the best in the market. We do this by following our 10 Golden Rules:

1. **SERVICE**

Our customers' best interest is our first priority. Identify and position ideas to satisfy their needs, interests, and concerns.

2. **INTEGRITY**

Refrain from any illegal, dishonest, or unethical conduct. Treat peers, clients, and affiliates with care, consideration, and respect.

3. **COMPLIANCE**

Adhere to Company operating procedures and conduct business within all legal boundaries, time-frames, and regulations. If in doubt, seek support immediately.

4. **RESPONSIBILITY**

Take appropriate action to document and provide all supporting information in connection with the deals transacted through the virtual system.

5. **IMAGE**

We are all ambassadors of the Avanti Way brand and must therefore conduct ourselves in accordance with the highest standards of quality, integrity, service, and professionalism.

6. COMPETENCE

Maximize personal productivity and effectiveness utilizing the technologies and marketing resources available, and focus efforts towards value generating activities.

7. COMMUNITY

Be proactive in searching for talent and identifying new members that have the competencies and capabilities needed to add value to our community network and help obtain company goals.

8. TEAM WORK

Agents should actively help team members by sharing knowledge, insight, and expertise in the same manner in which they would like to be helped. Expect the same from peers.

9. INITIATIVE

Provide frequent and constructive feedback which can be utilized to generate ideas, plan initiatives, and develop tools that will contribute positively to our member lifestyle and facilitate work related functions.

10. GROWTH

Agents should invest in their professional development by participating in all training related activities to ensure the functional and professional skills are continually upgraded and utilized to exceed the customer's expectations.

OFFICE POLICIES

INITIATION

When agents join Avanti Way and sign all the contract requirements, they are invited to a mandatory orientation meeting at the office where the staff provides the agent with all the initial information to begin their Agentpreneur journey. As part of the on-boarding process the agent must pay its initiation fee, join or transfer to the affiliated MLS board, connect their mobile devices to the Avanti Cloud email and calendar, and receive a check list of recommended items to complete during the first month after joining.

TRAINING

At Avanti Way we focus on providing our agents with in depth and hands on productivity training to guide them to become Agentpreneurs and succeed in their business! Our goal at Avanti Way Realty is for our agents to develop their own business within our framework of technology, systems and support.

The initial training is called Inception to Agentpreneur, and consists of four weeks of the most innovative training in the industry. All new agents are required to complete the initial Inception online program and on-boarding webinars, as well as attend the Welcome Day meeting at the local branch office. Avanti Way Realty highly encourages all agents to take advantage of and attend all additional training provided by the corporate or branch locations and use all other training resources available when needed.

The methods used in our training have been field tested by real estate professionals with many years of experience utilizing these techniques and systems. The classes cover every important facet in order for agents to establish their real estate business in the right way. We begin with the mindset and how to set up the business, progress to developing marketing and generating leads and we focus on how to work with buyers and sellers effectively and correctly.

The training framework is set up through live presentations, on-line reading, videos and most importantly through an accountability session held each Friday during the four week course. Upon completion of the four weeks course and accountability sessions agents receive a certificate of completion.

When attending a physical and local training event:

- All training schedules are on agents' Avex and you may register through your profile.
- Agents should always arrive on time and return promptly from your breaks.
- Be learning based! Agents should always be open to experience new ideas and concepts as they are introduced throughout this course.
- Agents should avoid side conversations. An opportunity for Q & A is provided in each session.
- Agent's cellphones should always be off or on vibrate.
- Accept the opinions of others.
- Everything we discuss is confidential. This includes the binder with all materials.
- If an agent is not able to attend a class he or she may attend the next month.
- Agents must attend all classes in order to receive their certificate of completion.
- Accountability sessions are a critical component of the training. Agents must be present and provide assignments as they are given to them.
- Agents are welcome to repeat any training sessions in the future with RSVP through our agent support staff.

- The University has an online platform with videos, tutorials, and materials, which agents can access anytime while licensed at Avanti Way.

HANDLING LISTINGS

- All listings must have a Listing Agreement Signed
- Agents are required to enter their own listings into the MLS system
- Agents must enter the basic information (i.e. contacts, addresses, MLS number, and folio number) and upload all paperwork pertaining to their listings into AVEX's Listing transaction module.
- Agents must service all calls in connection with the listings they are managing.

HANDLING DEALS

1. All agreements must be entered into as Transaction Broker or Non Representation Relationships
2. All buyers are charged a one-time $395 storage and electronic access fee by Avanti Way Realty for each transaction.
3. Agents are not allowed to accept cash from any party involved in a transaction as a form of payment for deposits.
4. Agents must provide all documentation in connection with their transactions to their customers within the deadlines stipulated within each contract in order to ensure they are signed and delivered prior to the closing date. This minimizes the risk of deals falling apart.

5. Agents must upload all deposit checks into AVEX's transaction module upon their receipt in order to ensure funds are cleared and available for disbursement on contractual dates. Please see Deposits section for details.

6. In order to minimize liability when dealing with customers, agents should comply with the following.

    - Utilize AVEX's transaction module to plan and manage all events pertaining to each of your transactions (tasks, contracts, documents, parties and deadlines).
    - Upload supporting documentation (certified mail, faxes, emails, and phone logs) into AVEX's transactions module when third parties fall to provide documentation or perform tasks by the due dates in order to prove that you requested them.
    - Utilize the notes system in AVEX's transaction module to keep track of unexpected occurrences that may occur during the course of a transaction, and keep you processor and customer informed.

7. Whenever in doubt of a procedure, legal issue, or rule regarding compliance, use the resources available online within the virtual office platform (AVEX) or call the agent help desk for support.

8. Agents must send the transactions to be reviewed by the Broker Staff through the Pre-Closing process as soon as possible prior to closing and submit disbursement orders for any escrow funds held by Avanti Way.

ESCROW AND COMMISSION DEPOSITS

There 3 ways an agent can get funds to be deposited in our escrow or commission account: Personal checks, Cashier Checks (including any money orders, title company or other real estate company checks), or Wire Transfers. Cash or credit/debit cards are not accepted. The following is the exact process that must be followed in each case:

1.PERSONAL CHECKS:

These are checks from a personal bank account, normally provided as escrow deposits directly from customers or as landlord listing commission checks in rentals.

Step 1: Add and submit the deposit in the AVEX transaction using the Personal Check selection and adding the routing number and account number for the check as required in the screen.

Step 2: Upload a copy of the actual check in the AVEX transaction under the documents upload section.
*The fiscal check is not needed at our office but we recommend you keep it until the transaction closes and then tear it up.

2.CASHIER CHECKS:

These are either bank official checks, money orders, title company escrow checks or any other real estate company checks. These as normally provided at closings for commission payments, but sometimes also received from customers as escrow deposits.

Step 1: Add and submit the deposit in the AVEX transaction using the Cashier Check selection.

Step 2: Upload a copy of the actual check in the AVEX transaction under the documents upload section.

Step 3: Write the AVEX transaction ID number (T#XXXX) on the memo of the actual check and deliver the check at one of our office locations to our office manager. This could be delivered personally or via mail.

***Funds from customers or third parties sent directly by mail to our office should have a Transaction ID in the memo and be treated as cashier's checks for processing purposes (skipping Step 2).**

3.WIRE TRANSFERS:

These are monies being transferred directly from the account holder to our bank account, and are normally provided by customers as escrow deposits, although sometimes also by landlords for rental commissions for their listings.

Step 1: Add and submit the deposit in the AVEX transaction using the Wire Transfer selection.

Step 2: Send the wire instructions generated from Step 1 to the account holder so the funds can be wired correctly and identified. Include the Reference Code generated by AVEX in Step 1.

Other Considerations:

- Escrow deposits should be given to the title company, the other company in contract, or deposited in our escrow account immediately according to contract terms.
- No matter the type of funds, any monies received that are going to our escrow account as part of a real estate contract must be submitted for deposit within 48 hours from receipt as per the contract.
- When adding and submitting deposits in AVEX make sure to use the proper account section which is different for Escrow or Commission deposits.
- Although agents receive an email informing the status of the deposits, we highly encourage agents when depositing escrow monies to check the AVEX escrow letter 24 hours after the deposit to make sure it shows.
- Funds can take up 72 hours to show cleared in the account.

AVEX's Transaction Module

1. All contact information of parties involved in a transaction must be entered into AVEX's transaction module.

2. All documentation in connection with a transaction must be uploaded into AVEX's transaction module within a 24 hour time period of receipt.

3. Adhere to all deadlines stipulated in AVEX's transaction module pertaining to your working contracts.

4. All tasks included within AVEX's transaction module must reflect the actual date of completion. If a task was completed prior to or after the originally stipulated date, dates and completion statuses must be changed 24 hours after completion.

5. Tasks completed after the originally stipulated date must be justified with supporting documentation and notes within AVEX's transaction module.

6. Be alert for notifications from upper management concerning your transactions in order to avoid delays in your closings and commission payments.

7. If a deposit is received in connection with a purchase or lease agreement, the lease agreement and all supporting documentation (contracts, checks, and addendums pertaining to the contract) must be uploaded into AVEX's transaction module within a 24 hours time period of receipt.

8. All purchase and lease agreements that have been fully executed, and all supporting documentation (contracts, checks, and addendums pertaining to the contract) must be uploaded into AVEX's transaction module within a 24 hours time period after their execution.

9. All deposits must be entered into AVEX's transaction module, and all checks and supporting documentation must be uploaded within a 24 hour time period of receipt.

10. When dropping an active transaction, it is required to upload a contract cancellation form signed by all parties involved in the transaction into AVEX's transaction module.

11. Before closing or dropping a transaction, agents must ensure all documentation and tasks pertaining to the transaction are complete and uploaded into AVEX's transaction module in order to receive full payment.

12. The MLS Property Report and Tax Roll Property Sheet must be uploaded to every transaction that is posted to the MLS prior to receipt of the second deposit.

13. All checks received by the agent and uploaded into AVEX's transaction module must follow the process as per the Escrow and Commission Checks section of this manual.

14. All escrow disbursements must be requested within 48 hours advance notice to ensure timely payment.

15. The name on all checks for deposits must coincide with one of the names of the people involved in the transaction. If money is being lent by a third party, then it must be done in the form of a Cashier Check.

16. In a multiple buyer situation, a disbursement can be requested with one buyer's name, but the agreement must be signed by all parties involved and uploaded into AVEX's transaction module.

17. Commission payments for transactions closed through a title or attorney firm may be disbursed by the closing agent on the day of closing if requested by Agent. In such cases, $700 are deducted from the sales agent's commission and are reimbursed by Avanti Way Realty once all supporting documentation (i.e. contracts, checks, and addendums pertaining to the contract) have been uploaded into AVEX's transaction module and verified by the broker staff. In such cases, agents must upload the remaining documentation (i.e. HUD, Walkthrough forms, commission checks, and missing waivers and other supporting doc's) into AVEX's transaction module within one week of closing in order to receive the full $700 reimbursement from Avanti Way Realty Once this time frame has elapsed, the $700 withheld from the agent's commission is not refunded if the remaining documentation mentioned above has not been uploaded by the agent. If the closing date change after the file has been approved for pre-closing, it is the agent's sole responsibility to update the file with the actual closing date in order to ensure the one week deadline is accurately scheduled.

18. **The minimum income per sale file for Avanti Way is $700 including the processing fee. Any deal that does not reach the $700 to Avanti Way net commission may result in a deduction of the agent's commission to compensate the difference.**
19. **Avanti Way's strict policy is that the minimum compensation that can be charged for any listing and sale transaction is 2%, unless authorized in writing by the Broker.**
20. **Listing agreements should have a minimum compensation of 2% for the Avanti Way side. unless authorized in writing by the Broker. Any Modification to Listing has to be signed by the Broker.**

REQUIRED DOCUMENTS FOR COMPLIANCE

1. The following documents are needed in order for a transaction to be approved for pre-closing and closing:

For Sales Listings Transactions (Seller Customer) Required:

- Listing Agreement signed by seller & sales associate
- Fully executed contract with Addendums & Mold
- Lead Base Disclosure (If built prior to 1978)
- Copy of customer's ID
- Association Approval (if part of condo or HOA)
- HUD
- Tax Roll Property Sheet (if available)
- MLS Property Report (if available)

Recommended:

- Walk-Through Form
- Property Disclosure
- Receipt of Condominium Documents (if required)

- Copy of agent and company commission checks provided by the closing agent / attorney

For Purchase Transactions (Buyer Customer) Required:

- Fully executed contract with Addendums & Mold
- Property Disclosure
- Deposits (If holding the escrow, copy of all checks given, If not holding the escrow, an escrow letter)
- Lead Base Disclosure (If built prior to 1978)
- Copy of customer's ID
- HUD
- Tax Roll Property Sheet (if available)
- MLS Property Report (if available)

Rental Listings Transactions (Landlord Customer) Required:

- Rental Listing Agreement
- Actual Lease agreement with Landlord Tenant Act
- Contract to Lease (if used)
- Copy of customer's ID
- Association Approval (if part of condo or HOA)
- Lead Base Disclosure (if built prior to 1978)
- Walk Through Form
- Tax Roll Property Sheet (if available)
- MLS Property Report (if available)

Recommended:

- Escrow Letter / Confirmation letter that customer applied to the association (if applicable)

When Dealing with a Renter (Tenant Customer) Required:

- Actual Lease Agreement with Landlord Tenant Act
- Contract to Lease (if used)
- Copy customer's ID
- Lead Base Disclosure (if construction pre 1978)
- Association Approval (if part of condo or HOA)
- Walk Through Form
- Deposit Checks (if Holding Escrow)
- Tax Roll Property Sheet (if available)
- MLS Property Report (if available)

Recommended:

Confirmation letter that customer applied to the association (if applicable)

When Dealing with a Dropped Sales or Rental Transaction

- Purchase or all Rental Agreements
- Copy of customer's ID
- Release and cancellation of contract signed by all parties (if contracts are executed)

2. Supporting documentation (certified mail, faxes, e-mails, and phone logs) which can be used to prove that the following documents were requested by the sales associate must be uploaded into AVEX's transaction module if they are not received by other parties involved in the transaction: Property Disclosures, Condo Documents, Notice to Association, Mold Disclosure, Lead Base Disclosure.

3. Sales Associates must verify that all names, addresses, and legal descriptions included within their contracts are correct by following the steps: Cross-check all names, addresses, and legal descriptions on contracts with Tax Roll Sheet (if available), view and collect copies of driver's licenses or any other valid form of identification.

4. Sales Associates must verify that the following information stipulated in the contract matches the description included within the MLS Property Report: All equipment being transferred with the property, Commission splits.

5. Sales Associates must verify with the MLS Property Report if the property is governed by a Homeowner or Condo Association, and whether or not the property was built prior to 1978 in order to provide the customer with the proper addendums. If the MLS Property Report is not available, Sales Associate must use third party sources to confirm the above stated information.

MARKETING

- Avanti Way offers agents a Marketing Department to order materials, provide consulting, create branding, or develop initiatives online and offline for agents at a charge. This includes business cards and yard signs.

- There is an Agent Services area online available for agents to request, download or purchase or marketing materials.

- Any marketing idea conceived by an agent that is not presented online within Avanti Way's marketing department must be presented, consulted, and approved by the marketing department prior to implementation.

- Agents should refer to the logo and branding image guidelines documentation to make sure they are using the branding correctly in their marketing efforts.

- **When executing any marketing activities Associate shall comply with all US and international copyright laws. If there is any problem including legal action against the Associate and or the Broker for infringing in any type of copyright it is the full responsibility of the Associate to pay for any expenses generated by such unauthorized actions including but not limited to attorney fees.**
- **Associates must follow FREC and Real Estate Board rules on advertising, branding, and promotion at all times.**

HANDLING OF OFFICE EQUIPMENT & PROPRIETARY SOFTWARE

Copy / Scan Machine

Copy Machines include a code mechanism.
Photocopies / scanning are paid by the agent through printing credits. See agents expenses section for details
Photocopy machines, faxes, computers, headsets, and other office supplies must only be used for business related activities.

Software / Technology Platform

All agents are held accountable for reading and abiding by the terms of use and confidentiality of all software and other privileged information provided by Avanti Way including the complete AVEX system and all its affiliated components.

PHONE POLICY

Associates may be provided with a business phone 4 digit extension, voice-mail platform, and international calling card system.
All phones must only be used for business purposes only.
Missed calls should be returned as soon as possible.
Incoming and Outgoing long distance calls are responsible and are to be paid by agents through their phone credits system.

AVANTI WAY OFFICE HOLIDAYS

- New Year's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

CONDUCT

We expect professional conduct at all times in the office. You should always expect a business-like attitude, therefore we want everyone to have respect for each other and avoid using any vulgar language. Please make sure to be polite when dealing with customers, other agents, staff members, or affiliates inside and outside the company. Always work well with co-brokers and be respectful of their business.

DRUG AND ALCOHOL USE

It is AVANTI WAY REALTY desire to provide a drug-free, healthful, and safe workplace. To promote this goal, AVANTI WAY REALTY complies with the Drug-Free Workplace Act of 1988. Sales associates are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

ILLEGAL DRUGS

While on AVANTI WAY REALTY premises, including parking lots, and while conducting business-related activities off AVANTI WAY REALTY premises, AVANTI WAY REALTY prohibits the use, consumption, possession, manufacture, distribution, attempted or actual sale of controlled substances and prescription drugs or inhalants used illegally. The legal use of prescribed drugs is permitted on the job only if it does not impair an agent's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

If an agent is suspected of violating this policy, AVANTI WAY REALTY reserves the right to refer employees for medical evaluation, possibly including drug and alcohol testing. Searches may also be conducted if an agent is suspected of breaking this policy. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

ALCOHOL

Working while under the influence of alcohol is prohibited. The use of alcohol on company premises during work hours is allowed only during AVANTI WAY REALTY sponsored social events. Even then, drinking behavior that compromises performance or negatively impacts the workplace is not allowed. AVANTI WAY REALTY strongly opposes driving while intoxicated.

ALCOHOL AT COMPANY FUNCTIONS

The possession, distribution, and use of alcohol at any company-sponsored activity require specific approval of the business unit CEO. Use, possession or distribution of alcohol on company premises other than at an approved event is not permitted. In addition, "drinking behavior" at any AVANTI WAY REALTY function that compromises safety or negatively impacts the workplace and/or co-workers is not tolerated. Agents who fail to follow these guidelines are disciplined, up to and including termination of contractual agreement.

At AVANTI WAY REALTY sponsored events serving alcohol should meet the following criteria:

- The purpose of the event must be to recognize a significant business accomplishment
- The event must be catered by a vendor who can and lawfully serve alcohol
- The vendor should also serve SUBSTANTIAL amounts of food
- The event should be held in a public, common area (like a cafeteria)

SMOKING

In keeping with AVANTI WAY REALTY's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited. This helps assure a safe, comfortable working environment for all employees and agents.

AVANTI WAY REALTY supports the rights of the individual. So, we've designated areas outside where smoking is permitted. This allows smokers to enjoy a cigarette in peace with minimal inconvenience to non-smokers. We made sure to place ashtrays in these smoking sections. Smokers, please use these receptacles to keep the areas clean.

Please use the designated "Smoking Areas." As a courtesy to our visitors, do not gather at main building entrances. This policy applies equally to all employees, agents, customers, and visitors.

PERSONAL APPEARANCE

AVANTI WAY REALTY is proud of its relaxed atmosphere; casual dress is the norm. Agents should wear whatever they feel is most conducive for them - and their coworkers - to get the job done. At the same time, agents should take care to dress according to the requirements of their positions.

Attire should be clean and neat but not overly revealing, offensive or otherwise distracting. Also, general rules of personal hygiene apply. Agents should be aware that strong fragrances, natural or chemical, may be offensive to coworkers in a close environment.

Sensitivity to these conditions goes a long way toward making a more productive work environment. If an agent's inappropriate dress affects work quality or productivity, management may send the individual home - on personal time - to change.

HARASSMENT

Harassment is not acceptable behavior for any AVANTI WAY REALTY agent. AVANTI WAY REALTY considers harassment a very serious issue. We pride ourselves on providing an environment conducive to performing work in an informal setting. Respecting your coworkers' individuality and opinions is vital to making this arrangement successful.

Formally defined, harassment is any action – including derogatory comments, inappropriate gestures, offensive visual material or hostile behavior - that another individual finds offensive. Discrimination on the basis of race, religion, national origin, age, sex, sexual orientation, disability or any other personal characteristic is not tolerated within the AVANTI WAY REALTY Community.

If you feel you have been harassed, you should tell the person how you feel - if you feel comfortable doing so. If not, contact your supervisor (or the next highest manager with whom you feel comfortable discussing the incident) immediately. Your claim is investigated thoroughly, and no repercussive actions are made towards you.

Individuals who engage in any form of harassment will face serious consequences, up to and including termination of employment.

AGENT COMPENSATION

At Avanti Way Realty we understand that excellent work must be rewarded with excellent compensation. We have therefore conceived a unique and aggressive compensation scheme that allows our sales associates to be compensated without limits and at their business stage.

We offer the following commission plans depending on your market area, level of experience, and production:

70%, 75%, 80%., 85%, 90%, 95%.

We offer a Monthly Buy-In option with a monthly fee for some plans in some markets for Associates that do not meet the production qualification.

Associates must contact their Branch Leader for any details on their current available commission plans and to determine which plans they qualify for to maximize their business as well as to request to be changed to any new qualified commission plan..

Avanti Way Realty may charge additional fees or percentages in addition to the commission split. Such other fees or charges must be clearly and explicitly stated in the Independent Contractor Agreement executed between Broker and Associate.

- Closing generated from company leads (leads obtained through the company) will be paid at a 50% split, regardless of the compensation plan the Associate is enrolled at the time.

- All Plan changes shall begin on the 1st. day of the next month from which the associate executes the Plan Change/Enrollment Form subject to the first payment being confirmed, and such date shall be referred to as Plan Start Date. All contracts which have been executed before the Plan Start Date shall be paid at the Associate's previous compensation plan commission structure and

failure to have their account current with any payment commitments at the time of a closing may invalidate the associate's current commission structure.

- Sales Associates can transfer from one plan to another at any point by following the company procedure. Associates who are enrolled in any Plan paying a Buy-In Option monthly fee and wish to transfer to another plan before the end of their 1 year agreement period will need to pay a transfer fee equal to 1 year of the monthly fee charged on minus any monthly fee contributions made from Associate within that specific year period compensation agreement period.

- Associates shall cancel their current compensation plan commission with 30 days notice. In case they fail to do so, no reimbursements will be allowed for any monthly fees paid.

- All closings from listings and transactions will be paid to the Associate according to the compensation plan the Associate was enrolled when he or she procured the transaction by its effective date.

- Compensation plans are valid for 1 year and automatically renewed yearly. Plans are reviewed by Broker at every Associate's yearly anniversary to ensure Associate still qualifies for such compensation plan. Broker, may elect to downgrade the Associate's plan at its anniversary if Associate does not meet the production or any other requirements.

- Any upgrade in commission plan shall be requested by Associate directly to Broker and Broker shall evaluate the request and approved in writing by signing a new ICA with Associate describing the new terms. The latest executed ICA between Broker and Associate shall dictate the compensation plan the Associate has at any point in time.

- Once an Associate is disable leaves the company and is desaabled, all owed pending commissions to Associate will be paid at their commission split with a maximum of 80% commission split, whichever is lower..

- There is a $395 processing fee charged at closing by Avanti Way to Buyers and Sellers who are customers of Avanti Way. Agents that fail to charge such fees are subject to having such amount be reduced from their commission payment.

- There is a $45 processing fee charged at closing by Avanti Way to Landlords and Renters who are customers of Avanti Way. Agents that fail to charge such fees are subject to having such amount be reduced from their commission payment.

- To ensure compliance, all listings or transactions that are not uploaded into the company system within 3 business days of the executed date (listings agreement or fully executed contract). Failure to comply may result in a reduction of Commission to a maximum of 50% commission split, regardless of the compensation plan the Associate is enrolled at the time.

- When Broker acts as the escrow agent all transactions must be accounted for within a 24 hours period from the executed date. Failure to comply may result in a reduction of Commission to a maximum of 50% commission split, regardless of the compensation plan the Associate is enrolled at the time.

- Unless the Associate is an experienced Commercial or Business Broker agent approved by the company, all commercial or business broker deals that require the Commercial department support shall be split with a commercial agent through a co-broker relationships defined among the two agents.

- **Personal Transactions:** Until agents have completed 1 full year at Avanti Way, there shall be no special commission split or discounted commission payment for any personal transactions. After the agent completes 1 year with the company, the following policy on personal transactions takes effect: Every calendar year, if agent has produced $10,000 in net commissions to the office (Avanti Way split), agent can get 1 sale transaction for that calendar year at $700 + $395 processing fee charge and 1 rent transaction at $30 + $45 processing fee and rest is given back to agent as refund. If agent has not produced the $10,000 in calendar such year, then it has the right during that time to 1 personal sale transaction and 1 personal rental transaction per year but with a 50% discount on their active commission split + the $395 on sales and $45 on rentals.

AGENT EXPENSES

At Avanti Way Realty we want to provide the best possible compensation plan for agents and, in order to achieve this, we have created a plan where the agents pays for certain variable expenses.

1. An Agent Annual Fee is assessed for each agent each year according to the Agent's anniversary date. This fee includes Errors and Omission Insurance, technology system, and printing credits. This annual membership is not refundable.

2. Photocopies / scanning are paid by the agent through printing credits. Agents can use any Avanti Way office, whether it is a branchise operated one or a corporate one. These offices are equipped with printers and scanners that agents access with a username and password. Agents are given a $75 value in printing credits per year when they pay their Agent Annual Fee. They can track their credits on demand and if they run out of credits, they are able to purchase additional credits online.

3. Association to the Board of REALTORS®, MLS registration, and related charges shall be paid by the agent accordingly to each local MLS board.

4. Signs and other marketing materials (business cards, flyers, email templates, custom websites, and presentations) have to be purchased by the agent through the Agent Services department.

5. Avanti Way offers its agents custom marketing plans and services for branding, listing, prospecting, database maintenance, and exposure purposes, at agents' own expense.

6. Stationary such as company branded folders, envelopes, letterhead paper, check paper and other items can be purchased by agents.

7. Lock boxes shall be purchased by the agents.

8. There may be a charge for any special program or service the agent participates in such as the Avanti Concierge assistant, mentoring, coaching, or advanced training. Such charges shall be part of a separate agreement for such service or program.

9. A Transfer Fee is charged to an agent transferring from one Avanti Way Realty Branchise to another. This fee includes the Agent Annual Fee plus a formula which varies depending on the branch..

10. Unpaid Bills from agents shall be kept by accounting and are subject to getting deducted from agents' commissions or sent to a collections agency if no commissions are earned.

RECOGNITION AND REWARDS PROGRAM

AVANTI POINTS Compensation Initiative

AVANTI POINTS™ (AP) are points that are provided to Avanti Way agents based on closings, dollars produced to the company, and some other value generating activities within the Avanti Way community. AVANTI POINTS are redeemable for various work related prizes and rewards that are periodically announced by Avanti Way management.

AVANTI POINTS also accumulate and provide agents with different statuses according to the level of points achieved in a year. At the end of the calendar year, if a determined and announced company AP target is achieved agents that have a certain level of points become eligible and get distributed additional income from a revenue sharing initiative.

Generating APs:

Points are granted for every commission dollar that an agent produces the company in revenue. So in an 80/20 split, for instance, the 20% that is left to the company is earned by the agent in points. So 100% of each agent's commission has value; the agent's commission split is paid regularly and the company commission left is paid in AVANTI POINTS".

The number of Avanti Points awarded per dollar is based on the agent status at the moment the commission is paid. Please refer to statuses below for information.

The points can also be exchanged among agents by answering other agents' questions in a knowledge base platform and community.

Remuneration for specific situations can earn AP's for agents at Admin's discretion.

Statuses achieved by number of points:

Agents achieve a yearly status through accumulation of Avanti Points starting every year on Jan 1st and ending on Dec 31st of such year. The status remains valid only from the moment the agent reaches the level of points required up until the end of such calendar year.

Statuses are as follows:

- Associate (up to 9,999 APs) – Agent earns 1 AP per $1
- Performer (from 10,000 to 24,999 APs) - Agent earns 1.25 AP's per $1
- Star (from 25,000 to 49,999 APs) - Agent earns 1.5 AP's per $1
- Top Producer (from 50,000 APs) - Agent earns 2 AP's per $1

Using AP's in the Knowledgebase:

Agents can go into the Knowledge Base section within the Profile area in AVEX to ask any questions to their peers and offer to award AP's to the best answer(s). The Same way agents can search the Knowledge Base and earn AP's by adding value to other peers questions.

Redeeming points for rewards:

Agents can only begin to redeem their points at any moment as long as ALL the following requirements are met at the time of redemption (see below for delivery periods):

Agent must have completed a full year with Avanti Way.

- Agent has reached a minimum of lifetime 10,000 APs.
- Agent is at Performer Status or higher.
- Agent has a minimum balance of 10,000 Aps.
- Agent has enough APs to redeem the particular store item desired.
- Agent has not redeemed ant APs in the last 30 days (1 maximum redemption every 30 days). Points can be exchanged at the STORE section of the KNOWLEDGEBASE for rewards.

AGENTS SPONSORSHIP

AGENT SPONSORSHIP REFERRAL PROGRAM

It is a fair and transparent way to reward all of our agents for spreading the word by sharing a percentage of our own profit, from each and every commission the referred agent makes, for as long as both agents are in the company, be it 5 or 50 years. Sponsored agents are paid by the following scale:

- 3% for agents that close at any split equal of less than the 75% split,
- 1% for agents that close at the 80% split, 0.5% for agents that close at at a slit higher than the 85% split,
- $35 per month for agents that go into any flat fee plan, if available..

Payments for these Sponsored transactions get posted for printing in the AVEX account. Any sponsorship payment that is nut printed or cashed within a 6 month period may be voided by the Broker.

The Sponsored Agent has to agree in writing to the Sponsorship to be given to the Sponsoring Agent, The money to pay the Sponsored Agent is not deducted to the Sponsoring agent but instead paid form the Broker (Avanti Way) portion of the Split.

REFERRAL PROCEDURES

Agents are allowed to refer business internally to other Avanti Way agents and should register such referral through a proper Note in AVEX in order to have the broker staff split the commissions accordingly.

In order to refer customers to outside brokers agents must use the approved state Referral Agreement and have both brokers sign it.

We highly recommend Agents to sign any referral relationships, even if internal, in a referral document.

CODE OF ETHICS

BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of Avanti Way Realty is built upon principles of fair dealing and ethical conduct of our sales associates. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a firm regard for the highest standards of conduct and personal integrity.

At Avanti Way Realty, we understand that our continued success is dependent upon our clients' trust, and we are dedicated to preserving that trust at all levels. It is the direct responsibility of all Avanti Way Realty's agents to act in a way that merits the uncompromising trust and confidence of the public, including our clients, partners, and affiliates.

Avanti Way Realty complies with all applicable laws and regulations and expects its directors, officers, employees, and agents to conduct business in accordance with the letter, spirit, and intent of all relevant laws, and to refrain from any illegal, dishonest, or unethical conduct.

Given the nature of our business and our use of proprietary virtual office technologies that streamline operations and minimize administrative work, Avanti Way Realty agents are in regular contact with and have direct access to confidential and sensitive information, including but not limited to client's, partner's, and affiliate's banking, contact, and personal identification information.

The use of this information is strictly limited to accepted business operations and shall not be disclosed under any circumstances or by any means to third parties outside of our standard course of business. This information is handled in compliance with all state and federal laws, and used with the highest degree of ethical standards. Any misuse of this information results in immediate termination and prosecution under the full extent of the law.

In general, the use of good judgment, based on high ethical principles, guides agents to lines of acceptable conduct. Should a situation arise where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor(s).

APPENDIX 1

MARKETING TERMS FOR SERVICE PROVIDERS

These Marketing Terms ("Terms") govern your access to and use of the any Avanti Way marketing channel, apps, APIs, and widgets ("Avanti Way" or the "Company"). Please read these Terms carefully, and contact us if you have any questions. By doing business with Avanti Way, you agree to be bound by these Terms.

CONTENT

Posting content

Avanti Way allows you to post content, including photos, comments, links, and other materials. Anything that you post or otherwise make available on any Avanti Way marketing channel is referred to as "Content." You retain all rights in, and are solely responsible for, the Content you post to Avanti Way's marketing channels.

Avanti Way and other users

You grant Avanti Way and its affiliates, associates and employees ("Users") a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your Content on their marketing channels. Nothing in these Terms restricts other legal rights Avanti Way may have to Content, for example under other licenses. We reserve the right to remove or modify Content, or change the way it's used in Avanti Way's marketing channels, for any reason. This includes Content that we believe violates these Terms, or any other policy.

Content lifespan

Following termination or deactivation of your contract with us, or if you remove any Content from Avanti Way, we may keep your Content for an undefined period of time. Avanti Way and its Users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your Content.

Feedback you provide

We value hearing from our Users, and are always interested in learning about ways we can make Avanti Way more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Avanti Way doesn't waive any rights to use similar or related feedback previously known to Avanti Way, or developed by its employees, or obtained from sources other than you.

COPYRIGHT POLICY

Avanti Way respects the intellectual property rights of others and we expect people on Avanti Way to do the same. It's our policy—in appropriate circumstances and at our discretion—to disable or terminate the relationships of people who infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights.

Any image, content, design, sound or visual element that is incorporated into Avanti Way's marketing channels by you must comply with copyright usage rights. You hold accountable for any misbehavior that might be an instance of copyright infringement.

THIRD PARTY LINKS, SITES, AND SERVICES

You may distribute Content on Avanti Way's marketing channels that contains links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Avanti Way. We don't endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you create and distribute the Content of this type, you do so at your own risk and you agree that Avanti Way has no liability arising from your use of or access to any third party website, service, or content.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AVANTI WAY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACTIONS IN ACTIVITIES RELATED TO AVANTI WAY; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL AVANTI WAY'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED ONE HUNDRED U.S. DOLLARS (U.S. $100.00).

GENERAL TERMS

Notification procedures and changes to these Terms

We reserve the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if that's what we decide. We may revise these Terms from time to time and the most current version will always available to you by contacting our Marketing Department. If a revision, in our discretion, is material, we'll notify you. By continuing your relationship with Avanti Way after revisions become effective, you agree to be bound by the new Terms. If you don't agree to the new terms, please stop relating to Avanti Way.

No waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Avanti Way's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.


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