



# Policy & Procedures Manual

# Policies and Procedures Manual

How do these Policies apply to you?

Key:

- IC: Independent Contractor
- TA: Talent Attractor
- COE: Commission Only Employees

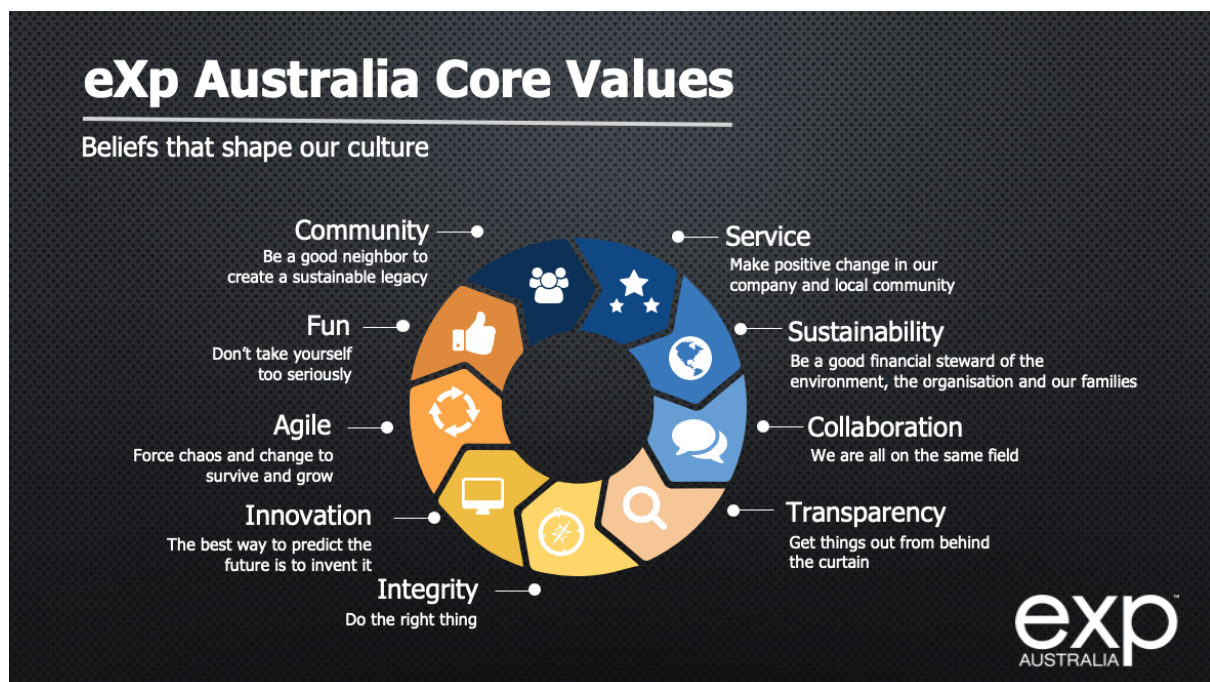
# Table of Contents

<b>CORE VALUES (IC, TA, COE)</b>	<b>6</b>
<b>POLICY (IC, TA, COE)</b>	<b>6</b>
<b>PROCEDURES (IC, TA, COE)</b>	<b>6</b>
<b>CODE OF CONDUCT (IC, TA, COE)</b>	<b>7</b>
<b>AGENT'S OBLIGATIONS (IC, COE)</b>	<b>8</b>
COOPERATION AND COMPENSATION	8
REPRESENTATION (IC, COE)	8
FORMS (IC, COE)	8
<b>TRANSACTION FILES (IC, COE)</b>	<b>8</b>
DOCUMENTS	8
LATE PAPERWORK SUBMISSIONS (IC, COE)	8
AGENT INTEREST IN PROPERTIES (IC, COE)	9
COMMERCIAL PROPERTY (IC, TA, COE)	9
UNAUTHORISED ACTIVITIES (IC, COE)	9
<b>KEYS (IC, COE)</b>	<b>11</b>
KEY LOSS, THEFT OR DAMAGE	12
<b>ACCOUNTING AND COMMISSIONS</b>	<b>12</b>
GST (IC, TA)	12
COMMISSIONS AND OTHER FEES FROM CUSTOMERS (IC, COE)	12
COMMISSION ADVANCES (IC, COE)	13
ACTIONS FOR UNPAID COMMISSIONS OR PROCURING CAUSE CLAIMS (IC, COE)	13
REMUNERATION AND EXP FEES (IC, COE, TA)	14
REVENUE SHARE PLAN (IC, TA, COE)	16
AGENT EQUITY PROGRAM (IC, TA, COE)	19
<b>ADVERTISING AND MARKETING (IC, TA, COE)</b>	<b>20</b>
LISTING AND PROPERTY-RELATED ADVERTISING	20
GENERAL (NON-PROPERTY RELATED) ADVERTISING	20
SIGNS	20

LOGO OR COMPANY NAME	20
USING NAME OR LETTERS EXP IN SOCIAL MEDIA OR OTHER ONLINE VENUES	21
WEBSITES	21
DOMAIN NAMES	21
BUSINESS CARDS	21
JOB POSTINGS	22
MEDIA RELATIONS	22
BLOGGING AND OTHER SOCIAL MEDIA POSTINGS	23
SOCIAL MEDIA NETWORKING	24
VIDEO	25
<b>ATTRACTING OTHER AGENTS (IC, TA, COE)</b>	<b>25</b>
AWARENESS AND TRAINING	25
AGENT ATTRACTION PLEDGE (IC, TA, COE)	26
SPONSORSHIP REQUESTS FROM VENDORS (IC, TA, COE)	27
AVOIDING STOCK SOLICITATIONS (IC, TA, COE)	27
INTERNATIONAL SPONSORING (IC, TA, COE)	28
<b>COMPANY INFORMATION AND TOOLS (IC, TA, COE)</b>	<b>30</b>
COMPANY COMMUNICATION / TRAINING PLATFORM	30
EMAIL FACILITIES	30
<b>LEGAL, INSURANCE AND COMPLIANCE (IC, TA, COE)</b>	<b>30</b>
ANTI-COMPETITION	30
CONFLICTS OF INTEREST (IC, TA, COE)	30
CYBER LIABILITY INSURANCE (IC, TA, COE)	31
DATA SECURITY AND PRIVACY (IC, TA, COE)	31
DIRECT MARKETING (IC, TA, COE)	37
DRONES	38
DRUG AND ALCOHOL USE	38
HARASSMENT	38
INSIDER TRADING POLICY FOR EMPLOYEES, AGENTS AND CONTRACTORS (IC, TA, COE)	39

INTELLECTUAL PROPERTY RIGHTS (IC, TA, COE)	48
NON-SOLICITATION (IC, TA)	48
REPORTING PROBLEMS (IC, TA, COE)	48
TRUST ACCOUNTS (IC, COE)	49
<b>OFFICE POLICIES (IC, COE)</b>	<b>50</b>
AGENT BUSINESS EXPENSES	50
AGENT'S ASSISTANTS	50
CONTACT INFORMATION (IC, COE)	51
OUT OF TOWN OR UNAVAILABLE	52
PHYSICAL OFFICE SPACE	52
<b>OMISSIONS FROM POLICIES &amp; PROCEDURES (IC, TA, COE)</b>	<b>52</b>
<b>POLICIES AND PROCEDURES UPDATE AND REVIEW (IC, TA, COE)</b>	<b>52</b>
AGENT ATTRACTION PLEDGE (IC, TA, COE)	53
<b>CORE VALUES (IC, TA, COE)</b>	

eXp is a global community designed and powered by our agents and partners, transforming the property experience. At the heart of eXp lies our core values. Created together with agents and staff, our nine core values are beliefs that support our vision and shape our culture — both professionally and personally. We use these core values every day to stay aligned.



## **POLICY (IC, TA, COE)**

It is the policy of eXp Australia Pty Ltd (ACN 633 936 295) (the **Company**) to participate in real estate activity only when it is legal, honest, fair and beneficial to us and others. In pursuit of financial rewards for ourselves, we will never ignore the benefit to our community. Therefore, we will conduct our business in a manner to follow all the laws and rules of our profession. We pledge to exercise the highest standard of ethics, honesty, fairness and professionalism in all our business activities.

## **PROCEDURES (IC, TA, COE)**

As an Independent Contractor/Talent Attractor Independent Contractor or Employment Agreement – Commission Only Agent (**COE**) (“the Agent” or “eXp Agent”) with the Company, the Agent is required to adhere to and abide by these Policies & Procedures (to the extent applicable). Failure to adhere to these Policies and Procedures could result in legal and regulatory liability for the Agent and/or for the Company. Therefore, the Agent agrees that if they breach or depart from the Policies and Procedures then, without prejudice to any other rights or remedies of the Company, they will defend, indemnify and hold the Company, and its principals and affiliates, harmless from and against any and all claims, complaints or actions that may arise from such a breach or departure. In addition, failure to comply with these Policies & Procedures may result in employees being subjected to disciplinary action and Independent Contractors or Talent Attractors having their Independent Contractor Agreement/ Talent Attractor Agreement terminated. In addition, the Agent’s right to be paid for the results they achieve, the Agent’s revenue share, and any stock holding or entitlement may be adversely affected by any failure by the Agent to carry out, adhere to or otherwise support and fulfill the provisions of these Policies & Procedures.

These Policies & Procedures set out the Company’s formal policies and procedures; however, there may be some circumstances or issues that are not specifically addressed in these Policies & Procedures and in those instances, decisions and actions taken will reflect the Company’s core values. These Policies & Procedures also refer to the Company’s guidelines, including brand guidelines, which eXp Agents are expected to review and to follow but which do not form part of the Independent Contractor Agreement/Employment Agreement – Commission Only Agent.

## **CODE OF CONDUCT (IC, TA, COE)**

All Agents shall conduct their business in alignment with the Company’s core values, the codes of practice of The Real Estate Institutes of Australia and/or of each relevant State (whether or not the Agent elects to become a member of their State Real Estate Institute), and in accordance with all applicable laws. Agents shall conduct themselves in an appropriate business-like manner in all activities and relations with fellow Agents, clients, potential customers, Company staff, and members of the public.

Any Agent whose conduct, actions or performance breaches or conflicts with the Company's Policies & Procedures or the Company's core values may, if an employee of the Company, be subject to disciplinary action or, if an Independent Contractor or Talent Attractor, may have their Independent Contractor Agreement/Talent Attractor Agreement terminated.

It is the commitment of the Company to ensure that all eXp business is conducted in a manner free from negative, aggressive and inappropriate behaviours, and in an environment aimed at providing an atmosphere upholding our core values. All Agents and all employees of the Company have the right to be treated with dignity and respect. All complaints of negative and inappropriate behaviours will be taken seriously and followed through to resolution. Agents or employees of the Company who file complaints will not be victimised for "whistle-blowing" or reporting others for their inappropriate behaviour.

Agents shall not disparage the conduct, reputation or character of the Company or any of its personnel or of any estate agent or property professional whether that estate agent or property professional is an eXp Agent or is with another company or business.

## **AGENT'S OBLIGATIONS (IC, COE)**

### **Cooperation and Compensation**

As a matter of policy, the Company does not offer cooperation or compensation to eXp Agents to whom responsibilities may have purportedly been delegated by, or rights or benefits shared by, another eXp Agent. The only exception is for eXp Agents who are members of a Team recognised by the Company (see 'Teams' section below).

### **Representation (IC, COE)**

Agents are not authorised to bind or commit the Company to any agreement, promise or representation other than an agency contract with a property seller which is made upon the Company's standard property agency sale terms and has been duly completed by the Agent (and the termination of such an agreement or the termination of the Company's exclusivity under such an agreement).

### **Forms (IC, COE)**

Agents must only use the forms which are provided by the Company and made available customary to the State based regulations in which the Agent is located or the Real Estate Institute which the Agent is a member. These forms are made available within the Company's Technology platform which incorporates the transaction management system made available to the Agent.

## **TRANSACTION FILES (IC, COE)**

### **Documents**

All agreements made with property sellers appointing the Company as a real estate agent in respect of a property sale, all documents obtained by the Agent to complete all necessary checks including property ownership, and any other transactional documents held by the Agent must be uploaded into the eXp Australia Technology Platform system within two business days of being received by the Agent.

Transaction files should include all documents related to the transaction and any and all correspondence, notes, email communications, text messages, etc. Agents are encouraged to make copies of their files. The Company reserves the right to maintain digital files in storage for any legally required minimum storage periods and otherwise in accordance with the Company's document retention requirements. Unauthorised removal of any file from the eXp Australia Technology Platform system by an Agent may lead to termination.

Agents are to transact ALL real estate agency business relating to clients of the Company through the Company. Without prejudice to any other rights or remedies of the Company, transactions that are processed outside of the Company shall be grounds for immediate termination.

### **Late Paperwork Submissions (IC, COE)**

Completing and uploading documents file(s) outside of the Company's timelines is a breach of Company policy.

Keeping records in good order by uploading documents in a timely manner is a critical part of ensuring the accuracy of our records, which is important for the delivery of information to third parties.

Files uploaded at any time other than outlined above is not acceptable and will result in either a delay of commission processing or a fine, or both.

### **Agent Interest in Properties (IC, COE)**

The eXp Agent shall execute the Owner/Agent Disclosure of Personal Interest form in respect of each property which is owned by the eXp Agent or in which the eXp Agent otherwise has an interest including through any relationship with the seller and shall upload that completed form into the eXp Australia Technology Platform system. The Agent shall also disclose that the property is agent-owned either by way of a statement on the property details in accordance with the Agent's local State Code of Practice and as otherwise may be required legally or reasonably to avoid any perception of a conflict of interest.

### **Commercial Property (IC, TA, COE)**

eXp Australia does not provide services in respect of commercial property at this time but may do so in the future.

### **Unauthorised Activities (IC, COE)**

No business will be conducted in the Company's name or otherwise under the eXp brand that does not pertain directly to the performance of the services of the Agent to the Company in accordance with the terms of the Independent Contractor Agreement/Employment Agreement – Commission Only Agent.

Agents may open a 'bricks and mortar' office under the eXp brand with the express prior written consent of the eXp Australia Head Office, subject to compliance with the Company's brand guidelines and any compliance conditions reasonably directed by the Company.

Agents shall not bind the Company to any agreements (other than a properly completed property sale contract made on the Company's standard terms as provided to the Agent), or purport to do so, without the written consent of the eXp Australia Head Office, which will not be unreasonably withheld or delayed.

Agents shall not conduct property management services through the Company or otherwise under the eXp brand. Property management includes, but is not limited to, collecting rents, performing inspections, setting up repairs and maintenance, posting notices, and running a background check. Agents shall also not make or assist with tenant selection for a landlord through the Company or otherwise under the eXp brand. If the Agent wishes to provide any of these services independently from its services provided under the eXp brand then the Agent shall first notify and obtain an express written consent from the eXp Australia Head Office so that the Company may be satisfied as to the Agent's arrangements for the separation of the provision of these additional services from those services provided under the eXp brand and under the terms of the Independent Contractor Agreement/Employment Agreement – Commission Only Agent. eXp Australia's consent will not be unreasonably withheld or delayed.

eXp Australia does not currently support Agents to sell or list to sell any properties representing business opportunities such as properties from which a business is being sold as a going concern or from which a franchise is being operated. (This may be added as a new service in the future)

The Agent shall not in any circumstances represent both parties to a sales transaction. The Agent will always be appointed by the seller. The Company does not permit an eXp Agent to act as a buyer's agent.

Agents shall not engage in the act of wholesaling properties in which they, or a family member, has a financial interest, or any similar transactions. Property wholesaling occurs when the Agent contracts

with a seller to purchase their property, markets the property to potential buyers and then assigns the purchase contract to another buyer. The agent makes a profit, which is the difference between the Agents' contracted price with the seller and the amount paid by the buyer for the on-sale of the property. Such transactions represent a conflict between the interests of the seller and the interests of the Agent and are accordingly not permitted. The Agent shall not open any offices, contract for any services, or bind the Company in any way, without the express prior written consent of the eXp Australia Head Office, save that the Agent may commit the Company to a property agency contract with a property seller which has been properly completed by the Agent and is made on the Company's standard property sale terms (and the termination of such an agreement or the termination of the Company's exclusivity under such an agreement).

Agents shall not render legal, appraisal or tax advice to any person either on the Agent's own account or on behalf of the Company. Under no circumstances is an Agent to deny, or in any way discourage, a customer from seeking independent legal advice; rather, such activity should be encouraged.

Agents shall never agree to act as the authorised signatory of a customer under a power of attorney or similar document.

Financial regulation in Australia is split mainly between the Australian Securities and Investments Commission (**ASIC**) and the Australian Prudential Regulatory Authority (**APRA**). The Australian Securities Exchange has also played a role in regulating market conduct.

If the Agent is authorised to provide mortgage broking services or to conduct any similar business regulated by ASIC or APRA (**Financial Services**), the Agent may only provide such services in connection with a property transaction in which they are involved as an eXp Agent, provided that eXp has previously approved the Agent's arrangements for the separation of its eXp real estate business, from that Financial Services regulated business and provided that the regulated business is conducted in accordance with all applicable laws and all Financial Services regulated requirements.

Agents shall only recommend the third party services of a third party who has a familiar relationship with the Agent or with whom the Agent is otherwise connected provided that the nature of that relationship and the potential conflict of interest which arises is properly and fully disclosed in writing by the Agent to the person to whom the recommendation is made and that disclosure is uploaded to the transaction file on the eXp Australia Technology Platform system.

Agents shall not enrol or participate in auction websites without the Company's express prior written approval (which will not be unreasonably withheld or delayed) and subject to such conditions as the Company may specify in each case.

## **KEYS (IC, COE)**

Due to the nature of our business model at exp Australia, our Commission Only Employees or Independent Contractor Agents will need to, from time to time, be in possession of keys, access devices and alarm codes during the provision of sales services to clients.

It is a requirement for our Commission Only Employees to follow the following guidelines and our partnering Independent Contractor Agents may wish to adopt these guidelines too.

Keep a manual or digital key register and keep it in a separate location from where you securely store your keys.

A photo of the keys that have been supplied by the owner of the property should be taken when receiving the keys from the owner and that photo can be stored in Agentbox in the listing under resources. The photo should be shared with the owner at the time of receiving the keys as proof of what has been supplied from the owner to prevent confusion at a later date.

- Keep keys stored in a secure locked safe, cabinet or other such satisfactory location.
- Keys should have the Agent's contact details attached.
- Keys should not have the property address attached to them.

Keys can be tagged and numbered, and an electronic record of that number could be stored along with any alarm codes in Agentbox in the listing, under the "notes" tab.

Keys should be carried in a secure manner when actively being used either in a secure container or larger key ring if multiple sets of keys are needed at one time, for example, open for inspection days.

Keys should never be left on display either at private inspections, home opens or in an Agent's mode of transport.

Keys should not be given to any other party without the written permission of the current owner of the property.

If keys need to be supplied to third parties, for example, for a property valuation, an accurate record of who has the keys, why they have them and what their contact details are should be maintained. This can be done in Agentbox in the listing under "notes".

**Lock Boxes** - the practice of using lock boxes may be adopted in some areas but all care, caution and due diligence should be taken by Agents using this process and combinations should be treated as critical and secure information. Lock Box codes can be stored in Agentbox under "notes" within the listing.

**Key Management** - keys should primarily be kept in the appointed secure location unless actively being used.

## **Key Loss, Theft or Damage**

Should the Agent experience the loss, theft or damage of keys the following protocol should be adopted:

1. Immediately notify the seller and the state licensee of exp Australia.
2. If theft has occurred, the local authorities such as the police may need to be notified.
3. Discuss with the seller the appropriate satisfactory solution.
4. Possible solutions are having more keys made, have new barrels installed to locks or in some cases a property may need to have all locks replaced.
5. Any costs incurred will be at the sole expense of the Commission Only Employee or Independent Contractor Agent.

## **ACCOUNTING AND COMMISSIONS**

### **GST (IC, TA)**

eXp Independent Contractors/Talent Attractors whose business turnover exceeds, or is expected to exceed, the GST threshold (currently \$75,000) are required to become GST registered with the Australian Taxation Office (ATO). Independent Contractors/Talent Attractors must also submit GST returns and account to the ATO for any GST due in accordance with those GST returns.

All eXp Agents must charge GST on the services that they provide. eXp will issue Recipient Created Tax Invoices in respect of those services, which comply with GST law. Charges for services provided by a real estate agent in the furtherance of its enterprise are subject to GST. The agency appointment or engagement agreement must make it clear whether the charges from the Agent are inclusive or exclusive of GST.

### **Commissions and Other Fees from Customers (IC, COE)**

All fees payable by customers must be payable to the Company including but not limited to commissions, upfront fees, administrative fees, and any additional fees charged to the customer. The eXp Agent is able to agree the applicable fees with the customer on behalf of the Company but at no time shall the Agent accept payments from a customer made to themselves directly.

Any agreement to share commissions between two or more eXp Agents must meet the requirements for a Team Commission Agreement including that it shall be made in writing and uploaded and stored in the eXp Australia Technology Platform system. In the absence of a written agreement between Agents uploaded and stored in the eXp Australia Technology Platform system, the Company shall pay the entire Agent share of the commission to one Agent in accordance with the Remuneration and eXp Fees policy. The Company will have the right to make the final determination regarding commission disputes between eXp Agents. Any sales incentive, gift, and/or bonus

received by the Agent shall be paid to eXp. eXp treats bonuses, gifts and incentives as commissions and will pay the Agent based on the Agent's current split.

**Commission Advances (IC, COE)**

Commission advances are not offered by eXp Australia.

**Actions for Unpaid Commissions or Procuring Cause Claims (IC, COE)**

A decision to proceed with legal action, mediation or arbitration against any person owing any fees including commission to the Company will be made solely at the discretion of the Company. The Company shall not have any financial or other obligations to the Agent or any other person arising out of any unpaid fees including commissions. Agents may appoint independent lawyers as desired to pursue and/or defend their position during mediation or arbitration.

The Company shall not make available to Agents legal services to pursue these issues.

Should the Agent be named as a respondent in a mediation or arbitration or similar dispute resolution procedure that involves disputed commission, the Company reserves the right to retain, or to have immediately repaid by the Agent, the total amount of the disputed commission until the results of the dispute resolution procedure are received (whether or not the Company is also a party to that arbitration or mediation).

An Agent does not have the authority to reduce, defer, replace or compromise any portion of the Company's unpaid fees including commissions without the written consent of the Company (which will not be unreasonably withheld or delayed).

## Remuneration and eXp Fees (IC, COE, TA)

### Part A

#### Remuneration (commission):

##### eXp Agents (IC, COE)

eXp Agents shall be entitled to retain a commission on property sales completed by eXp Clients introduced by the eXp Agent (collectively **Transactions**) as follows:

75% of fees received from Clients (GST exclusive), save in respect of when \$100,000 gross commission (GST exclusive) is achieved in any year (**Capped Status** with each Transaction thereafter being a **Capped Status Transaction**) after which the commission rate shall be 100% of fees received from the Client (GST exclusive). See below "Cap on Fees".

Any commission shall have deducted from it any of the fees outlined in Part B below. In addition, Commission Only Employees (Agents) will have any mandatory deductions such as Tax, Superannuation etc. deducted from the gross commission.

##### Talent Attractors (TA)

Remuneration for Talent Attractors shall be by way of the eXp Revenue Share program which is covered separately within Addendum B in the Independent Contractor Agreement.

## **Part B** (IC, COE, TA)

(Unless otherwise stated values exclude 10% GST)

### **eXp FEES**

#### **Initial Start-up Fee** (IC, COE, TA):

\$199 + GST, includes initial business cards and agent marketing items.

#### **Monthly Service Fee** (IC, COE, TA):

- \$199 + **GST** per month which includes access to all of eXp Australia's technology platforms, systems, tools and various agent services, including:
  - eXp World
  - eXp University

#### **Transaction/Settlement Management Fee** (IC, COE):

\$250 + GST per **Transaction**. A Transaction/Settlement Management Fee will be charged against your commission for any Transaction.

*All fees are non-refundable.*

#### **Personal Transactions** (IC, COE):

No commission will be payable in respect of any Personal Transactions relating to any eXp Agent where:

- A Personal Transaction is any Transaction where:
  - the Client is an eXp Agent (where an individual) or his/her spouse;
  - the Client is a director of an eXp agent (where a body corporate) or his/her spouse; and
  - the eXp Agent (where a body corporate or an individual) or his/her spouse (where the eXp Agent is an individual) is named on the title of the relevant property.
- The relevant eXp Agent is in good standing with eXp (current on invoices).

In respect of any Personal Transaction, the Client shall pay to eXp a transaction fee of \$250 + GST (and any disbursements).

No eXp Agent (which shall include the eXp Agent, any director and/or spouse) shall be a party to more than three (3) Personal Transactions in any year.

#### **Cap on Fees (IC, COE):**

The first day of the calendar month following the Commencement Date shall be known annually as the “**Anniversary Date**.” If the amount received by us (**Company Dollar Amount**) reaches \$25,000 (excluding GST) since the last Anniversary Date, you will be on “**Capped Status**” until the next Anniversary Date. When you are on Capped Status, we will no longer retain any commission in respect of your Transactions. A Transaction /Settlement Management Fee will be payable in respect of any Capped Status Transactions in addition to any other fees payable under Part B.

The minimum Company Dollar Amount payable to us on any non-capped listing Transactions shall be \$500. As with all other transactions, you are responsible for the Transaction/Settlement Management Fee.

#### **Incapacitation Or Death**

In the event that the Participant is unable to carry out his/her obligations under this Agreement due to incapacity or death, the Participant's heirs, legal representative or guardian who are legally authorised to act on the Participant's behalf, may be substituted for that Participant in the Company Revenue Share Plan. Any plan of substitution must be completed and approved by the Company, in the state/territory where the substituting agent will be licensed, within 12 months of the point in time when the Company becomes aware of the incapacitation or death of the Participant and shall be accompanied by a written legal opinion from a duly licensed solicitor in such state/territory (to be obtained by the Participant's agent or legal personal representative at its own cost) stating that the Transaction contemplated is in conformance with all local, state and federal laws.

The Company is not required to approve a substitution plan for a Participant who is not in good standing, or who would not have otherwise satisfied the requirements for Revenue Share Eligibility as defined in Addendum B of the Independent Contractor Agreement with the Company prior to the Participant's debilitating injury or death.

#### **Agent Equity Program (IC, TA, COE)**

Agents who are eligible to participate in the Agent Equity Program will be provided with details of this Program at the relevant time.

For further details, please contact [the International Expansion Leader].

## **ADVERTISING AND MARKETING (IC, TA, COE)**

### **Listing and Property-related Advertising**

#### ***Online and Print Advertising***

- All advertising must be reviewed and approved by the eXp Australia Head Office in advance.
- The Agent is responsible for ensuring that all advertisements and property listings comply with all applicable legal requirements and codes of practice.

#### **General (non-property related) Advertising**

Agents may, from time to time, wish to run general advertising campaigns to induce customers to engage their services. The Company requires any Agent who wishes to do so to provide a copy of any proposed advertisement for approval by eXp Australia Head Office prior to publication and also reserves the right to require the Agent to remove any advertisement if the Company determines, in its sole discretion and acting reasonably, that the advertisement is false, misleading, in poor taste, against the 'Agent Attraction Pledge', or reflects poorly on the Company or its agents, brokers or staff (even if the Company may previously have approved the advertisement). If an Agent wishes to advertise to attract talent to their organisation or team then any such advertisement must be approved by the Company prior to publication and must be submitted in advance to the Company for that purpose. Any such advertisement must comply with applicable legal requirements and codes of practice.

#### **Signs**

1. No 'for sale' signs will be placed at a property until the Company has received the seller's executed "Authority to Act/Listing Authority".
2. Signs must comply with all legal requirements including planning and local council rulings and applicable codes of practice.
3. Signs used must be the signs designed or expressly approved in writing by the Company.
4. Customised sign designs need to be submitted to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au) and approved by eXp Australia Marketing before the sign is placed at a property.
5. Agent may only use approved signboards, Open for Inspection, directionals, solds and other signs as needed to support the listing as well as the business of the Agent and the Company.

## **Logo or Company Name**

1. Agents must read and comply with the eXp brand guidelines.
2. Use of the Company logo and name are considered advertising and must be approved in advance. Please send to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au) for approval.

## **Using Name or Letters eXp in Social Media or Other Online Venues**

Use of the letters eXp in a domain name, YouTube channel name, Facebook page, Twitter handle or other social media is prohibited and must be approved by the Company in advance or risk, amongst other sanctions, being required to be removed from the respective places online and/or turned over to the Company for additional consideration.

## **Websites**

- a. Websites must have prominent 'above the fold' branding for the Company.
- b. Agent-created property websites, including property-related blogs, which have a link back to [www.expaustralia.com.au](http://www.expaustralia.com.au) with the anchor text being "eXp " with coding to hide the Company links from the search engines is prohibited.

## **Domain Names**

Names used in real estate agency or any other property service or relating to the Company's business may not use the trade mark eXp or any colourable imitations in the domain name. The Company has spent considerable money and effort to develop and maintain the brand for everyone's benefit.

## **Business Cards**

Unless an Agent has the express permission of the Company for a design different than those provided by the Company, the Agent will use a Company-approved design.

Business cards will have the following identifying information on the cards:

- Agent's name (as shown on the Independent Contractor Agreement/Employment Agreement – Commission Only Agent)
- Agent's title (Agents cannot use a title that is not approved by eXp Australia)

## **Titles may include any of the following, which are allowed**

- Real Estate Agent

- Property Professional
- Sales Associate
- Seller's Agent
- Talent Attraction Specialist
- Business Growth Specialist

Title may also list a relevant professional designation or membership if held. Additional items which may be included on business cards: -

- Company provided email address
- Independent Contractors business email address
- Agent's direct phone number
- Company website or agent's careers site
- Social media accounts such as LinkedIn, Facebook and/or Twitter
- Personal business website or blog.

### **Job Postings**

Agents shall not advertise under false pretences or in any misleading manner and/or shall not offer in advertising or posts what appear to be positions of employment with eXp, and/or otherwise imply that the advertisement is placed by eXp or that the Agent is representing eXp in placing the advertising.

Agents are prohibited from advertising on job placement or posting websites, other than for the purposes of building their own team of employed persons (i.e. where the Agent is a corporate entity then that corporate entity may recruit its own employees and may advertise for that purpose). The solicitation or recruitment of any persons by way of job postings on third-party internet employment sites (e.g., Seek, LinkedIn, etc.) must comply with the above requirements.

Agents are prohibited from using in any professional profiles, whether online or otherwise, titles which would reasonably lead someone to believe that the Agent is an officer of eXp or representing herself/himself as an officer of eXp.

Agents are prohibited from using the eXp branding, official images, logos or other intellectual property without approval from eXp Australia's marketing department or using the name "eXp" in any public website domain or social media page without such approval.

## Media Relations

1. Read “How to Do PR with eXp” before engaging with the media:  
[http://files.exp.com/PDF/How\\_to\\_Do\\_PR\\_with\\_eXp\\_.pdf](http://files.exp.com/PDF/How_to_Do_PR_with_eXp_.pdf)
2. **Press releases:** All press releases mentioning eXp must be pre-approved prior to distribution and include the following language:  
  
[insert name] is an Independent Contractor/Agent of eXp Australia Pty Ltd and this is not an official press release of eXp Australia Pty Ltd, its parent company eXp International Holdings, Inc., eXp World Holdings, Inc. or any related company.  
  
Once approved, the press release cannot be modified without additional approval for the modifications. Send questions and/or the completed press release to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au). The Company will respond with questions or approval within two business days.
3. **Quotes from eXp staff:** The Company typically does not provide quotes for press releases. All quote requests must be sent to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au) for consideration. The Company will respond with questions or approval within two business days.
4. **Media interviews:** If an Agent receives a media request to talk about eXp, the Company, the Company’s products and services, data, stock price, etc., please refer the reporter to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au). All media requests about the Agent’s opinion on the local market are acceptable, but anything about eXp or speculation on the stock price of eXp World Holdings, Inc. could be problematic or seen as insider trading as the Company is a subsidiary of a US public company, eXp World Holdings Inc. We discourage Agents from discussing national industry issues or local/national competitors. If the Agent isn’t sure, they can reach out to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au)

## Blogging and Other Social Media Postings

1. Agents are responsible for ensuring blogs and all online content are accurate.
2. If the blog is to be hosted on a site other than the Agent’s, prior approval must be obtained through [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au). The Company will respond with questions or approval within two business days.
3. Upon publication and distribution, Agents should monitor channels daily for the first week, then weekly thereafter for any false or defamatory comments, and remove said comments that are false or misleading.

4. Agents must comply with the relevant code of practice and all laws applicable to the publishing of any online content.
5. Agents are prohibited from activity which breaches any law, rule or regulation, including but not limited to, the terms of service of any social networks; those applicable to the regulation of real estate agents; to other applicable laws and rules (and the Agent acknowledges that it is aware that eXp World Holdings Inc. is a stock exchange listed public company); and direct marketing, privacy and data protection laws.
6. Agents must abide by the terms of service of any social networks or online advertising platforms which they use.
7. Agents must identify themselves correctly, not impersonate another person, and include this disclaimer on social media: "Opinions are my own and not the views of eXp." Agents must not represent or imply that they are a consumer or member of the public including by posting any testimonials or endorsements in such a capacity.

### **Social Media Networking**

Since Agents and Talent Attractors operating as Independent Contractors of the Company under the eXp brand or as Commission Only Employees of the Company, are the 'face' of the Company, Agents will be professional in their appearance and their interaction on social media by adhering to the following guidelines:

1. Agents are to avoid arguments and aggressive language on social media that could leave a negative view of the Company and/or impact the Agent's business.
2. Agents are expected to respect the privacy of other eXp Agents, staff, clients, and potential clients and agents, and may not use social media to make defamatory or negative comments about the Company or other persons affiliated with the Company (e.g. staff, customers, vendors, contractors, service providers, etc.), or to attack or harass any person on the basis of race, gender, religion, age, physical or mental disability, marital status or civil partnership/union status, national origin, veteran status, ancestral medical condition, genetic characteristics, sexual orientation, gender identity or expression, or any other discriminatory matter whether or not prohibited by applicable law.
3. Content which is, or could be reasonably expected to be defamatory, obscene, offensive, threatening, abusive, vulgar or otherwise unlawful, including material that is likely to insult, offend or humiliate others based on, for example, race, age, ethnicity, sexual orientation, religion or physical disability will not be tolerated.

4. Agents may not use social media to compete with the Company or to engage in any conduct or activity that could create a conflict of interest or may otherwise not be in the best interests of the Company.
5. Agents on social media are expected to comply with all applicable laws, including copyright, privacy, trademark and financial disclosure requirements.
6. Using social media to contact people directly without their consent is prohibited.
7. Content found within the Company's internal networks (e.g. Workplace and Company email updates) is not to be shared publicly on social media.
8. "See something, say something". If an Agent sees something on social media that requires an official Company response or breaches the Independent Contractor Agreement/Employment Agreement – Commission Only Agent or these Policies & Procedures, including the 'Agent Attraction Pledge', she/he is encouraged to contact [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au). The Company will respond within two business days.
9. Agents are prohibited from posting inaccurate or misleading content (e.g., title, misleading attraction efforts).
10. Using the eXp branding, official images, logos or other intellectual property without approval from eXp Australia's marketing department or using the name "eXp" in any public website domain or social media page is prohibited. To obtain approval, Agents should email [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au). The Company will respond with questions or approvals within two business days.

## **Video**

1. eXp Agents may not share any recorded video (e.g., sessions in eXp World, sessions from the eXp Shareholder Summit, etc.) that is intended for internal use without receiving the Company's express prior written approval, which will not be unreasonably withheld or delayed. This includes distribution on websites and social media (e.g., Facebook, LinkedIn, YouTube, etc.). eXp reserves the right to limit the use of any video content to the extent eXp determines in its sole discretion and acting reasonably that the video content does not contain accurate information about eXp or does not accurately represent eXp's desired image or brand. Agents must be aware that use of such video without approval is likely to be unlawful including in breach of copyright and privacy laws whether or not the recording has been personally made by the Agent.
2. When hosting a session in eXp World, the Agent may record the session but only with the consent of the attendees, and subject to section 1 above.

## **ATTRACTING OTHER AGENTS (IC, TA, COE)**

Note: For the purposes of this Attracting Other Agents Policy, the terms “**Agent**”, “**Agents**”, “**eXp Agent**” and “**eXp Agents**” includes Talent Attractors and corresponding references to Independent Contractor Agreements include Talent Attractor Agreements.

### **Awareness and Training**

The Company has established best practices, standards and guidelines concerning methods, messaging and approaches to attracting property professionals to become eXp Agents. All Agents shall make themselves familiar with the Company’s published content including these Policies & Procedures, the Agent Attraction Pledge (see below) and the eXp brand guidelines and shall undertake such awareness and refresher training as the Company may reasonably require from time to time. Practices that are lacking in integrity and quality can discredit and/or harm the reputation of the Company and, in certain cases, can result in personal liability to eXp Agents. If an Independent Contractor breaches the Policies & Procedures, notice of the breach ordinarily will be provided to the Agent, who will have a short period of time in which to fix the breach. If the Agent fails to do so, notice of termination of the Independent Contractor Agreement may be provided. Agents who are employees of the Company who breach the Policies & Procedures may be subject to disciplinary action.

The Agent will only promote the Company’s business opportunity as a business relationship with the Company and will not state, imply or represent to a prospective agent that the prospective agent will become an employee of the Company. The Agent must not use misleading, deceptive or unfair recruiting methods and must not make unrepresentative or exaggerated earnings claims.

Where an Agent is an Independent Contractor of the Company or a Talent Attractor, the Agent will not state, imply or represent to any person that they are an employee of the Company, including where the Agent is promoting the Company’s business to a prospective agent.

eXp Agents may use the services of one or more assistants to schedule meetings and telephone calls with prospective eXp Agents and handle other administrative tasks related to agent attraction. To qualify as an Agent’s assistant the person must be a full or part-time employee of the Agent (not an independent contractor or third-party service provider) and subject to the control and supervision of the Agent in all matters dealing with agent attraction. Agent attraction assistants shall not engage in substantive conversations with any potential eXp Agent including, without limitation, describing the specific benefits of eXp. Except as allowed above, eXp Agents may not use the services of any other person or firm to engage in any contact with potential eXp Agents on behalf of the agent attraction agent.

Use of any non-Company materials for attraction purposes must have been pre-approved by the Attraction Compliance division of the Company (email [attractioncompliance@exp.com](mailto:attractioncompliance@exp.com)). The Company will not unreasonably withhold or delay providing approval.

Any deviation from these policies will be subject to the measures as described in the Agent Attraction Pledge.

If the Agent supplies any promotional or training materials or items (sales aids) in hard copy or electronic form the Agent will: (i) only use sales aids that are approved by the Company; (ii) not make the purchase of such sales aids a requirement for downline Agents; (iii) provide any such sales aids at no more than a reasonable and fair price, equivalent to the price of similar material available generally in the marketplace; (iv) offer a written return policy that is the same as the Company's return policy; (v) ensure that sales aids are not misleading or deceptive; and (vi) not conduct the sale of sales aids as a profit centre for the Agent.

#### **Agent Attraction Pledge (IC, TA, COE)**

The Company has produced an Agent Attraction Pledge which is intended to guide and encourage good practices in sharing the eXp opportunity with other people who may be interested in becoming eXp Agents. The Agent Attraction Pledge commits eXp Agents to understand and apply the 'rules of engagement' as well as the resources made available by eXp. The Agent Attraction Pledge can be found as a separate document and forms part of eXp's Policies & Procedures.

#### **Sponsorship Requests from Vendors (IC, TA, COE)**

From time to time opportunities may arise for Preferred Suppliers to sponsor local events for eXp and for non-eXp agents to attend. When this opportunity arises, the Agent will submit a sponsorship request to the Company at least two weeks prior to the event. The Company will speak to the Preferred Supplier and verify the amount being paid, expectations of the Preferred Supplier and the process for sharing agent information collected at the event. At NO time is the Agent to handle any funds. The Company is required to approve any sponsorship requests and the Company's approval will not be unreasonably withheld or delayed.

#### **Avoiding Stock Solicitations (IC, TA, COE)**

As the subsidiary of a company with publicly traded common stock on the NASDAQ Global Market, the Company is subject to requirements relating to the substance and manner of public communications. Also, U.S. federal securities laws generally require that, in the absence of an exemption, offers to buy stock, and solicitations regarding stock, need to be preceded by a filed registration statement relating to the offer. Australian securities laws also strictly regulate the offer of

securities within Australia. All Agents and Talent Attractors shall follow these guidelines (see the Insider Trading Policy in these Policies & Procedures for further details), for the protection of the Company and those affiliated with it:

- Only an executive officer or director of the Company who is authorised by eXp World Holdings, Inc. (**eXp World**) can solicit interest in, or encourage others to buy, eXp World's stock, or promote eXp World's stock as the basis for encouraging others to join the Company.
- Only executive officers and directors of eXp Australia who are authorised by eXp World or other persons expressly approved in writing by eXp World should discuss the Agent Equity Program or similar stock incentives. .
- Both in public and private conversations, including all social media platforms, Agents and Talent Attractors shall not comment on the potential or projected growth of eXp World (and its subsidiaries) or its stock or encourage people to buy the stock or join the Company based on the stock's growth.
- All directors, officers, employees, Agents and Talent Attractors are subject to Insider Trading regulations, which include the obligation not to disseminate inside information in relation to eXp World and its subsidiaries. Please see the Insider Trading Policy for further detail.
- Do not make or post income claims, including any income claims pertaining to revenue share and/or posting copies of revenue share cheques or screenshots from eXp Technology Platform System on social media. Agents and Talent Attractors should never make any income claims during presentations. Hypothetical income examples which may be contained in Company-approved and Company-issued marketing materials and which are used to explain the Revenue Sharing Program, and which are not misleading or exaggerated, may be presented to prospective agents, provided such earnings examples are clearly and conspicuously identified as hypothetical.

### **International Sponsoring (IC, TA, COE)**

Note: For the purposes of the whole of this International Sponsoring Policy, the terms "Agent", "Agents", "eXp Agent" and "eXp Agents" includes Talent Attractors. Please reference Addendum B of the current Independent Contractor Agreement for definitions.

The rights granted to the eXp Agent under the Independent Contractor Agreement, Employment Agreement – Commission Only Agent and Talent Attractor Agreement include the right to act as an international sponsor which means that an eXp Agent may sponsor other eXp Agents into the eXp

Agent's downline in any other countries in which eXp has officially announced that it is authorised to conduct business ("**Authorised Country**") in addition to the eXp Agent's own country.

The rights granted to the eXp Agent to act as an international sponsor in an Authorised Country do not include the right to conduct business as a real estate agent, realty broker or any other form of property professional in that Authorised Country; the rights are limited to sponsoring and performing the ongoing role as sponsor of other eXp Agents in that Authorised Country.

The rights of the eXp Agent to act as an international sponsor are subject to the following limitations:

- eXp may (acting reasonably) at any time by notice to the eXp Agent impose criteria or conditions for eXp Agents to be eligible or qualified to sponsor eXp Agents in an Authorised Country, which criteria or conditions may apply generally or to particular Authorised Countries and may vary between Authorised Countries (and may be introduced, for example, to meet local legal requirements in such Authorised Countries);
- eXp may (acting reasonably) at any time by notice to the eXp Agent withdraw the eXp Agent's right to act as an international sponsor in particular Authorised Countries (which notice may be given, for example, to meet local legal requirements in such Authorised Countries);
- If the eXp Agent is in breach of their Independent Contractor Agreement, Employment Agreement – Commission Only Agent or Talent Attractor Agreement, then in relation to such breach, the eXp Agent's right to act as an international sponsor may be withdrawn temporarily or permanently, without the Company being required to terminate the Independent Contractor Agreement, Employment Agreement Commission Only Agent or Talent Attractor Agreement; and
- The right to act as an international sponsor is a right granted to the eXp Agent's position only and may not be exercised by an eXp Agent in the eXp Agent's downline organisation: an eXp Agent in the eXp Agent's downline organisation may only exercise such right if that eXp Agent is separately authorised to act as an international sponsor under their own Independent Contractor Agreement, Employment Agreement Commission Only Agent or Talent Attractor Agreement.

The eXp Agent acknowledges and agrees that when acting as an international sponsor the eXp Agent must comply not only with the terms of their Independent Contractor Agreement, Employment Agreement Commission Only Agent or Talent Attractor Agreement, but also with (i) any terms of the Independent Contractor Agreement, Employment Agreement Commission Only Agent or Talent Attractor Agreement, (or equivalent eXp contractual document) in effect in the Authorised Country in which it conducts any sponsoring activities, and (ii) the laws and regulations applicable to the

conduct of sponsoring activities in the Authorised Country in which it conducts any sponsoring activities.

If the laws of any Authorised Country in which the eXp Agent acts as an international sponsor require the eXp Agent to report and/or pay any tax in respect of any income received by the eXp Agent in relation to the activities of its sponsored eXp Agents in that Authorised Country, then the eXp Agent shall report and pay any tax accordingly (notwithstanding that the income may be received by the eXp Agent in a different country). The eXp Agent is solely responsible for identifying, understanding and complying with any such tax reporting and payment obligations and eXp shall not deduct, report, account for or pay any such tax.

If the laws of any Authorised Country in which the eXp Agent wishes to act as an international sponsor require the eXp Agent to be licensed or authorised by or registered with any in-country Governmental or regulatory body, or to hold any visa or similar immigration status, in order to conduct sponsoring activities in that country, then the eXp Agent shall identify, understand and comply with all such requirements (and, at eXp's request, shall evidence compliance to eXp) before commencing to conduct any sponsoring activities in that Authorised Country.

The eXp Agent agrees to contact the local eXp corporate entity in any Authorised Country in which the eXp Agent wishes to sponsor in order to make that local eXp entity aware of the eXp Agent's proposed activities and for any local requirements which may be provided by eXp and/or any general guidance which may be made available by eXp in sponsoring or purchasing products in that Authorised Country.

The eXp Agent shall not act as the agent or representative of eXp in any Authorised Country and has no authority to speak for, or make any promise or commitment on behalf of eXp and accordingly the presence or the activities of the eXp Agent in any Authorised Country shall not constitute a presence or activity of eXp for any legal or tax purposes.

The eXp Agent hereby indemnifies and shall hold eXp indemnified from and against any and all loss, damage, liability, action, proceeding, claim, fine penalty, cost, charge or expense that eXp may suffer or incur arising out of or in connection any breach of this International Sponsoring Policy.

## **COMPANY INFORMATION AND TOOLS (IC, TA, COE)**

### **Company Communication / Training Platform**

Through Workplace, eXp Technology Platform and eXp World, the Company provides best practices in different parts of the business. It is the responsibility of the Agent to stay up to date on the latest Policies & Procedures as well as the latest best practices relative to working with any tools and

services the Company has deployed or is being recommended for Agents to use. The Agent shall not give out usernames or passwords or any other access to any internal system.

### **Email Facilities**

The Company provides email addresses to all Agents for the purpose of conducting eXp business. Email facilities may be delivered by various providers from time-to-time as requirements and costs dictate. Company email may be forwarded to other email addresses and systems, provided that the system provides a secure log-in with a minimum of two-factor authentication. Agents and staff will use Company-provided email accounts to communicate with other Agents and staff as well as with clients. Company provided email will be the official email used to communicate all Company communication. We strongly encourage Agents to check email regularly for important communication from the Company.

### **LEGAL, INSURANCE and COMPLIANCE (IC, TA, COE)**

#### **Anti-Competition**

Commission rates of the Company are based on the value of the services provided and competitive market conditions. Commission rates are determined solely by agreement with the property seller. Agents shall not participate in any discussions with individuals affiliated with any other company concerning the commission rates charged by the Company or any other estate agency or property company. When soliciting a listing or negotiating any agreement, Agents shall not make any reference to a “prevailing” or “standard” commission rates in the market or any other words that suggest that the commission rates are uniform, standard or non-negotiable.

#### **Conflicts of Interest (IC, TA, COE)**

Agents shall avoid engaging in activities that would result in a question of business ethics or a compromise in the Agent’s loyalty to the Company or clients. Questions regarding potential conflicts must be directed to the Company.

#### **Cyber Liability Insurance (IC, TA, COE)**

The Agent is aware that the Company’s cyber liability insurance does not include any Agent as an insured under this policy. In other words, the Company’s cyber liability insurance does not extend to, or cover, any loss or damage related to any security/data breach or financial fraud that may be suffered by the Agent. Further, the Company’s cyber liability insurance does not cover any loss or damage that may be sustained by any parties to a property transaction handled by the Agent. Therefore, the Company recommends that the Agent obtain their own cyber liability insurance covering his or her own business. The Company advises the Agent that cyber risk is a serious threat

to their business and the consequences of data breaches and financial fraud can be financially disastrous. The Company recommends that the Agent seeks advice from a suitable independent insurance adviser.

### **Data Security and Privacy (IC, TA, COE)**

Note: For the purposes of the following “Data Security and Privacy” sections of this Legal, Insurance and Compliance Policy, references to “Agent”, “Agents”, “eXp Agent” and “eXp Agents” includes Talent Attractors and corresponding references to the Independent Contractor Agreement/Employment Agreement – Commission Only Agent include references to the Talent Attractor Agreement.

The Agent will come into contact with personal and confidential information in the day-to-day course of their business. All Agents of the Company are expected to become familiar with and follow a course of action in the handling of all personal and confidential information that is in alignment with all applicable laws regarding data security and privacy and with the data protection provisions set out below in these Policies & Procedures. If the Agent fails to secure their client's data and confidential information in accordance with applicable laws and the requirements in these Policies & Procedures, the Agent will defend, indemnify and hold the Company, and its principals and affiliates harmless from and against any and all claims, complaints, actions, losses, damages, liabilities, costs, charges or expenses that any of the foregoing may suffer or incur that may arise out of or in connection with such a failure. In addition, failure to comply with this Policy may be grounds for the termination of the Agent's Independent Contractor Agreement where the relevant Agent is an Independent Contractor of the Company or disciplinary action where the relevant Agent is an employee of the Company.

#### **The eXp Agent's Personal Information (IC, TA, COE)**

The Company is responsible for the eXp Agent's personal information.

#### **How is the eXp Agent's Personal Information Collected?**

The Company will collect the eXp Agent's personal information (which is information or an opinion relating to the eXp Agent and from which the eXp Agent can be identified or is reasonably identifiable) through approved Company channels including via the Company online platforms, electronic communications and official Company materials provided to the eXp Agent.

#### **What Personal Information does eXp Collect?**

The Company may collect different kinds of personal information which is grouped as follows:

- Identity Data includes first name, middle names, maiden name, last name, username or similar identifier, title, date of birth, place of birth, country of citizenship and first language
- Contact Data includes billing address, delivery address, email address and telephone numbers.
- Financial Data includes bank account and credit card details.
- Transaction Data includes details about payments to and from the Company and other details of products and services you purchased from or provided to the Company.
- Technical Data includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on devices used to access Company websites and other online services.
- Profile Data includes username and password, interests, preferences, feedback and survey responses.
- Usage Data includes information about the use of eXp websites and services.
- Marketing and Communications Data includes preferences in receiving marketing from the Company and third parties and communication preferences.

The Company may also compile aggregated data such as statistical or demographic data. Aggregated data may be derived from the eXp Agent's personal information but is not considered personal information as it does not directly or indirectly reveal the eXp Agent's identity.

#### **How does eXp Use the eXp Agent's Personal Information? (IC, TA, COE)**

The Company may use the eXp Agent's personal information for purposes necessary for the performance of its contract with the eXp Agent, including the Independent Contractor Agreement/Employment Agreement – Commission Only Agent, any contracts ancillary to that Agreement, and any contracts for the supply of products or services, and to comply with its legal obligations. This includes processing the eXp Agent's details for the purposes of general administration including eligibility and payments under the Agent Equity Program.

The Company may use the eXp Agent's personal information for marketing purposes, business creation and development, statistical and management purposes including analysis

and tracking of transactions and the creation of marketing profiles to enable the Company to serve the eXp Agent better.

The Company may use the eXp Agent's personal information for certain additional purposes with the consent of the eXp Agent.

#### **Purposes for which eXp may use the eXp Agent's Personal Information (IC, TA, COE)**

The Company may use the eXp Agent's personal information for the following purposes:

- Processing the eXp Agent's application and Independent Contractor Agreement/Employment Agreement – Commission Only Agent and Talent Attractor Agreement;
- Developing downline genealogy reports and other related business reports;
- Providing support services to the eXp Agent such as planning and facilitating meetings and training;
- Administering the eXp Agent's benefits including under the Agent Equity Program;
- Developing and implementing policies, marketing plans, and strategies;
- Publishing personal information in the Company's newsletters, promotional materials and company and intra-group communications, including for recognition purposes;
- Complying with applicable laws and regulatory requirements and assisting with any governmental or police investigation; and
- Other purposes directly relating to any of the above.

#### **Sharing your Personal Information (IC, TA, COE)**

The Company may, where lawfully permitted, share such personal information with the following third parties:

- Those personnel of the Company's affiliated companies who need to access that personal information in relation to carrying out their responsibilities;
- Any agent, contractor, supplier, vendor or third party who provides shipping, payment processing, web tools, fraud prevention, administrative, marketing, promotional, printing, or other services to the Company or its affiliated companies, including auditors and insurance companies;

- Sponsors and upline eXp Agents who may need access to downline eXp Agents' personal information in order to monitor business activity and business development in their personal sales groups;
- Any government agency or other appropriate governmental, police or regulatory authority in order to meet legal, security and regulatory requirements;
- Any professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance, accounting and other professional advisory services to the Company; and
- Any consultant/agent appointed by the Company or its affiliated companies to plan, provide and/or administer eXp Agents' benefits.

The Company may disclose any information including personal information to third parties as a result of or in preparation for the possible sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation of the Company. If this occurs, the Company will take appropriate measures to ensure the continued security of personal information in accordance with this policy and applicable privacy laws. If a change happens to the eXp business, then the new owners may use the eXp Agent's personal information in the same way as set out in this policy.

#### **International Transfers (IC, TA, COE)**

An eXp Agent's personal information may be shared with and processed by third parties based outside Australia which includes the Company's head office affiliated companies [currently eXp Realty LLC and eXp World Holdings, Inc.] which are based in the USA.

Unless we have your consent or an exception under the Australian Privacy Principles applies, we will only disclose your personal information to overseas recipients where we have taken reasonable steps to ensure that the overseas recipient does not breach the Australian Privacy Principles in relation to your personal information.

#### **Data Security (IC, TA, COE)**

The Company has put in place security measures appropriate to the risk of personal information being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. The Company limits access to the eXp Agent's personal information to those parties who have a business need and those parties will only process such personal information on the Company's instructions and they are subject to a duty of confidentiality. The Company has also put in place procedures to deal with any suspected or actual data

breach and will notify the eXp Agent and any applicable regulator of a breach where it is legally required to do so.

#### **Data Retention (IC, TA, COE)**

The Company will only retain the eXp Agent's personal information for as long as is necessary to fulfil the purposes for which it is collected (with the retention period being determined by the nature and duration of the eXp Agent's relationship with the Company and our legal obligations). To determine the appropriate retention period for personal information, the Company considers the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of the personal information, the purposes for which the Company processes the personal information and whether it can achieve those purposes through other means and the applicable legal requirements.

In some circumstances the Company may anonymise or de-identify the personal information so that it can no longer be associated with the eXp Agent.

#### **The eXp Agent's Legal Rights (IC, TA, COE)**

The eXp Agent has the legal right to: (i) request access to their personal information; (ii) request the correction of their personal information; and (iii) withdraw their consent to receive direct marketing communications where consent has previously been provided. Full details of these legal rights are set out in the privacy policy on the Company's website at [www.expaustralia.com.au](http://www.expaustralia.com.au).

If the eXp Agent wishes to receive any further information or to exercise any rights including the right to request access to or the correction of their personal information or to withdraw consent to receiving direct marketing communications or make a privacy-related complaint, please contact the Company at [privacy@expaustralia.com.au](mailto:privacy@expaustralia.com.au).

#### **Web Site Privacy Policy (IC, TA, COE)**

The privacy policy on the Company's web site at [www.expaustralia.com.au](http://www.expaustralia.com.au) contains full details of the Company's privacy policy including individuals' rights and how to make a privacy-related complaint. In the event of a conflict between this policy and the privacy policy published on the website, the terms of this policy shall prevail.

#### **Personal Information of Customers, Prospects and Other eXp Agents (IC, TA, COE)**

The eXp Agent agrees that where, in the course of conducting the eXp Agent's business pursuant to the Independent Contractor Agreement/Employment Agreement – Commission Only Agent, the eXp Agent collects and/or processes the personal information of customers or prospective customers or other third parties including any other eXp Agents ("Third Party Personal Information"), then the eXp Agent will process such personal information only for the purposes and only by the means set out in, and otherwise only in accordance with, the terms of this policy (which terms constitute the written instructions of the Company) unless the eXp Agent is required to process any Third Party Personal Information under applicable privacy laws, and the eXp Agent will in any event only process any Third Party Personal Information in accordance with privacy laws.

The eXp Agent may only process Third Party Personal Information which has been collected through approved Company channels or materials (such as customer forms) provided to the eXp Agent. The eXp Agent may only process Third Party Personal Information for the purposes of the development and conduct of the eXp Agent's business pursuant to the Independent Contractor Agreement/Employment Agreement – Commission Only Agent including performing or supporting the performance of any contract with the relevant third party, in accordance with the privacy notices provided to those third parties in the form contained in official eXp materials.

The eXp Agent may only process the Third-Party Personal Information (being the subject matter of this processing) during the term of the Independent Contractor Agreement/Employment Agreement – Commission Only Agent.

The eXp Agent will hold all Third-Party Personal Information in confidence and will obtain a commitment of confidentiality from anyone it allows to process the personal information in accordance with the Company's written instructions. The eXp Agent will ensure that it has in place appropriate technical and organisational security measures, reviewed and approved by the Company, to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure. The eXp Agent will notify the Company as soon as possible and in any event within 24 hours of becoming aware of any data breach involving Third Party Personal Information. The eXp Agent will assist the Company in: responding to any data breach; notifying any data breach to affected individuals and the Office of the Australian Information Commissioner (where required under the Privacy Act 1988); responding to any request from an individual including any exercise of the individual's rights, and in demonstrating compliance with applicable privacy laws, including by taking appropriate technical and organisational measures to facilitate such assistance.

The eXp Agent may not transfer any Third-Party Personal Information outside of Australia (otherwise than by uploading for storage on the Company's own secure servers should the Company at any time hold such secure servers outside of Australia).

The eXp Agent will, as and when requested by the Company, provide the Company with all information needed to show that the eXp Agent has met its obligations under this policy and will allow for, and contribute to, any audits and inspections carried out by the Company or an auditor appointed by the Company.

In addition to the provisions of this policy, the scope, nature, purpose, and duration of the processing of any Third Party Personal Information and the types of personal information processed shall all be as set out in the Company's privacy policy published on its website, the terms of which shall form part of the Company's written instructions to the eXp Agent.

On termination of the Independent Contractor Agreement/Employment Agreement – Commission Only Agent, the eXp Agent will, at the Company's written direction, delete in a secure manner any Third Party Personal Information then held by the eXp Agent unless required to retain it under applicable privacy laws or a term of a contract.

**Last updated:** August 2020

### **Direct Marketing (IC, TA, COE)**

Note: For the purposes of the following “Direct Marketing” section of this Legal, Insurance and Compliance Policy, references to “Agent”, “Agents”, “eXp Agent” and “eXp Agents” includes Talent Attractors and corresponding references to the Independent Contractor Agreement/Employment Agreement – Commission Only Agent include references to the Talent Attractor Agreement.

All direct marketing by eXp Agents shall comply with the advertising and marketing provisions in the Association for Data-driven Marketing & Advertising (ADMA) code of Practice. The ADMA Code of Practice provides a principle-based, agile compliance framework that places consumers' interests at its core and gives marketers the support and guidance they need to make responsible decisions about data, technology, creativity, content and customer experience. We have set out below an “excerpt” from the ADMA Code of Practice:

*ADMA sets leading industry standards that are relevant and allow for future growth. The ADMA Code meets current industry needs for a flexible, future-proof approach to self-regulation. The Code was developed to set standards of conduct for marketers, to minimise the risk of breaching regulatory provisions, to promote a culture of best practice, serve as a benchmark for settling disputes and increase confidence in doing business with ADMA Members who are bound by the provisions of the Code. The latest revision is consumer-centric placing the ADMA*

*Marketing Pillars (Transparent, Responsible, Truthful, and Respectful) to support the four quadrants that envelope the Customer Experience: Data, Technology, Creativity & Content.*

<https://www.adma.com.au/sites/default/files/ADMA-Code-of-Practice-01.pdf>

If sending marketing communications or making telemarketing calls, eXp Agents must also comply with the requirements in the *Spam Act 2003 and Do Not Call Register Act 2006*.

**The Agent Attraction Pledge** provides rules and detailed guidance in relation to the marketing of the eXp opportunity.

eXp Agents may not contact prospects by using auto diallers, unsolicited telemarketing, unsolicited advertisements to fax machines and/or any other method prohibited by applicable law. In addition, eXp Agents may not send unsolicited commercial electronic mail (spam).

### **Drones**

Agents who desire to use drones in their Company business agree they shall become familiar with and follow all Civil Aviation Safety Authority (CASA) rules applicable to the use of drones as well as all applicable laws and local prohibitions or restrictions. <https://www.casa.gov.au/drones>

### **Drug and Alcohol Use**

Drug and alcohol use is strictly prohibited while engaged in the provision of services as an eXp Agent. Agents are prohibited from possessing, selling, or consuming alcohol or drugs; smelling of alcohol or being under any influence of any drug (except as prescribed by a doctor) or engaging in the consumption of alcohol while they are engaged in the provision of services as an eXp Agent.

The Agent should also discourage the use of drugs or alcohol by any party during a transaction. Upon discovering that a party is under the influence of either drugs or alcohol, the Agent should take appropriate action to terminate that day's activity and suggest that they discuss or complete the transaction another time.

### **Harassment**

The Company takes all forms of harassment seriously. This includes but is not limited to verbal, physical or sexual harassment. All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Any Agent that is found to have harassed another agent, employee, client, customer or any member of the public shall be immediately, and without warning, released from the Company at the Company's sole discretion. Any allegation of harassment will be investigated thoroughly and the Agent given an opportunity to respond.

If an Agent feels they have been harassed in any way, the Agent shall notify the Company immediately.

The Company will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

## **Insider Trading Policy for Employees, Agents and Contractors (IC, TA, COE)**

### **Australian Sub-Policy**

**Adopted as of 10 August 2020**

Note: For the purposes of this Insider Trading Policy the term “Company” refers to and means eXp World Holdings, Inc.

#### **Background**

Each of the Board of Directors of eXp World Holdings, Inc. (for the purposes of this Insider Trading Policy, **the Company**) and eXp Australia Pty Ltd has adopted this Australian Insider Trading Policy (“Sub-Policy”), which is a sub-policy of the Company’s Insider Trading Policy, most recently amended as of the date above, for the employees, agents and contractors of eXp Australia Pty Ltd. U.S. federal and state securities laws and the *Australian Corporations Act 2001 (Cth)* prohibit the purchase or sale of a company’s securities by persons who are aware of material information about that company that is not generally known or available to the public. Likewise, these laws prohibit persons who are aware of such material non-public information from disclosing this information to others who may trade.

**As an Australian employee, agent or contractor of the Company or any of its subsidiaries (together, the “Group”), you must comply with prohibitions in relation to insider trading imposed by both U.S. federal and state securities laws and the *Australian Corporations Act 2001 (Cth)*.**

This Sub-Policy is designed to prevent insider trading (or allegations of insider trading) and to protect the Group’s reputation for integrity and ethical conduct. It is your obligation to understand and comply with this Sub-Policy. Should you have any questions regarding this Sub-Policy, please submit them in writing to [compliance@exprealty.com](mailto:compliance@exprealty.com), and they will be reviewed by the Company’s Compliance Officer.

**If there is any inconsistency between this Sub-Policy and the Company’s Insider Trading Policy, this Sub-Policy prevails to the extent of the inconsistency.**

#### **Statement of Policy**

***No Trading on Inside Information.*** You may not apply for, acquire or dispose of, or enter into an agreement to apply for, acquire or dispose of, the securities of the Company directly or through family members or other persons or entities, if you are aware of material non-public information relating to the Group. In other words, you may not apply for, acquire or dispose of the Company’s securities (or enter into an agreement to do so), or procure others to do so, on the basis of “inside information.”

Similarly, you may not deal in the securities of any other company if you are aware of inside information about the other company that you obtained in the course of your employment or business affiliation with the Group (or through any other means).

#### *U.S. federal and state securities law*

For the purposes of U.S. federal and state securities laws, “inside information” consists of information that is both “material” and “non-public,” as further explained in the bullets below.

- Information is considered “material” if it could reasonably be expected to affect the price of a stock or would be considered important in determining whether or not to buy or sell the stock.

Examples of “material” information include, but are not limited to:

- projections of future earnings or losses, or other earnings guidance;
  - earnings or operating results that are different from the expectations of the investment community;
  - a pending or proposed merger, acquisition or an acquisition or disposition of significant assets;
  - the Company’s stock becoming listed on a national exchange;
  - a new business line or product available from the Group; or
  - a change in senior management.
- Information is “non-public” if it is not generally known or available to the public.
    - One common misconception is that material information loses its “non-public” status as soon as a press release is issued disclosing the information.
    - In fact, information is considered to be available to the public only when it has been released broadly to the marketplace (such as by a press release or an SEC filing) and the investing public has had time to absorb the information fully.
    - As a general rule, information is considered non-public until the close of the second full trading day after the information is released.

#### *Australian law*

For the purposes of the *Australian Corporations Act 2001 (Cth)*, “inside information” is information relating to the Company that:

- is not generally available; and
- if it were generally available, a reasonable person would expect it to have a material effect on the price or value of the relevant securities.

Information is expected to have a material effect on the price or value of the relevant securities if the information would, or would be likely to, influence persons who commonly invest in securities or other traded financial products in deciding whether or not to acquire or dispose of the relevant securities.

Information is considered to be “generally available” if it:

- consists of readily observable matter;
- has been made known in a manner that would (or would be likely to) bring it to the attention of persons who commonly invest in the relevant securities, and since it was made known, a reasonable period has elapsed; or
- consists of deductions, conclusions or inferences made or drawn from information referred to in the bullets immediately above.

**No Tipping.** Similarly, you may not pass inside information on to others or recommend to others to apply for, acquire or dispose of, any securities when you are aware of such information. This practice, known as “tipping,” also violates both U.S. federal and state securities laws and the *Australian Corporations Act 2001 (Cth)* and can result in the same civil and criminal penalties that apply to insider trading, even though you did not trade and did not gain any benefit from the other person’s trading.

**No Assisting Others.** You may not assist anyone in engaging in any activity prohibited by this Sub-Policy.

**No Exception for Hardship.** The existence of a personal financial emergency or hardship does not excuse you from compliance with this Sub-Policy.

**No Exception for Transactions Unrelated to Inside Information.** It does not matter that you may have decided to engage in a transaction before becoming aware of inside information or that the inside information did not affect your decision to engage in the transaction. It is also irrelevant that publicly disclosed information about the Group might, even aside from the inside information, provide a sufficient basis for engaging in the transaction.

### **Penalties for Non-Compliance**

It is important that you understand the breadth of activities that constitute illegal insider trading and the consequences, which can be severe under both U.S. and Australian law.

For the purposes of U.S. federal and states securities law, both the U.S. Securities and Exchange Commission, or the SEC, and the Financial Industry Regulatory Authority, together with the Department of Justice, pursue insider trading violations vigorously. For example, cases have been prosecuted successfully against trading by employees through foreign accounts, trading by family members and friends, and trading involving only a small number of shares. Potential penalties for

insider trading violations include imprisonment, criminal fines and civil fines of up to three times the profit gained or loss avoided.

For the purposes of Australian law, insider trading is a criminal offence, and can attract substantial fines and/or imprisonment. It may also attract civil liability, including liability to pay those who suffered loss or damage as result of the insider trading.

Finally, failure to comply with this Sub-Policy will be considered to be serious misconduct and may subject you to disciplinary action and/or termination of employment or engagement, whether or not your failure to comply with this Sub-Policy results in a violation of any applicable laws.

### **Scope of Sub-Policy**

**Persons Covered.** As an Australian employee, agent or contractor of the Group, this Sub-Policy applies to you. The same restrictions that apply to you also apply to:

- your family members who reside with you;
- anyone else who lives in your household;
- any family members who do not live in your household but whose transactions in the Company's securities are directed by you or are subject to your influence or control (such as parents or children who consult with you before they trade in the Company's securities);
- any entities that you influence or control (whether directly or indirectly), including any corporations, partnerships or trusts; and
- any trustee of a trust or other fiduciary arrangement under which you, your spouse or partner, or your dependent children, is or may be a beneficiary.

You are responsible for making sure that the dealing of any security covered by this Sub-Policy by any such person complies with this Sub-Policy. You should make them aware of the need to confer with you before they deal in securities covered by this Sub-Policy.

**Companies Covered.** The prohibition on insider trading in this Sub-Policy is not limited to trading in the Company's securities. It includes trading in the securities of other firms, such as companies and firms with which the Group may be negotiating major transactions, such as an acquisition, investment or sale.

### **Blackout Periods and Trading Windows**

If your position is described in Appendix 1 to the Sub-Policy, that means you regularly learn about information that is important to the Group and you are subject to this provision regarding Blackout Periods. If your position is described in Appendix 1, you may only trade the Company's securities within certain windows of time during each calendar year. Such periods of the year in which you may trade, so long as you do not possess inside information at the time, are referred to as "Open

Windows.” On the other hand, if you are subject to this provision, you may not trade the Company’s securities during “Blackout Periods,” which generally correspond to times of the year when important information about the Group’s financial performance is being prepared prior to its publication to the public. Open Windows and Blackout Periods may be amended from time to time by the Compliance Officer or the Company’s Board. Currently, Blackout Periods and Open Windows occur as follows:

Blackout Period	<ul style="list-style-type: none"> <li>• Begins at the close of market on the last day of each fiscal quarter (i.e. March 31, June 30, September 30 and December 31) for each quarterly period, and</li> <li>• Ends at the close of market on the second trading day after the Company files its Quarterly Report on Form 10-Q (or Annual Report on Form 10-K) for the preceding calendar quarter (or year). Open Window</li> </ul>
Open Window	<ul style="list-style-type: none"> <li>• Begins two full trading days after the Company files its Quarterly Report on Form 10-Q (or Annual Report on Form 10-K) for the preceding calendar quarter (or year), and</li> <li>• Ends at the close of market on the last day of each fiscal quarter (i.e. March 31, June 30, September 30 and December 31).</li> </ul>

### Open Window

In addition, the Company, through the Compliance Officer (as defined below), may authorize longer or additional trading windows in which applying for, acquiring or disposing of or otherwise effecting transactions in the Company’s securities shall be permitted. Similarly, the Company, through the Compliance Officer, may impose special black-out periods during which certain persons will be prohibited from applying for, acquiring or disposing of or otherwise effecting transactions in any stock or other securities of the Company or derivative securities thereof, even though the trading window would otherwise be open.

If a special black-out period is imposed, the Company will notify affected individuals, who should thereafter not

engage in any transaction involving the Company’s securities and should not disclose to others the fact of such suspension of trading.

It should be noted that even during the Open Window, if you possess inside information, you should not engage in any transactions in the Company’s securities until the end of the second trading day following the date on which such information is publicly disclosed, regardless of anything else in this Policy.

## **Unauthorized Disclosure**

Maintaining the confidentiality of the Group's information is essential for competitive, security and other business reasons, as well as to comply with securities laws. You should treat all information you learn about the Group or its business plans in connection with your employment or engagement as confidential and proprietary to the Group. Employees, agents and contractors should treat all corporate information with discretion and discuss confidential data only with those employees, agents or contractors of the Group who have a right and a need to know. In particular, do not discuss confidential information with relatives, friends or acquaintances. Inadvertent disclosure of confidential or inside information may expose the Group and you to significant risk of investigation and litigation.

The timing and nature of the Company's disclosure of material information to outsiders is subject to legal rules, the breach of which could result in substantial liability to you, the Company and its management. Accordingly, it is important that responses to inquiries about the Company by the press, investment analysts or others in the financial community be made on the Company's behalf only through authorized individuals.

## **Social Media and Internet Postings**

For purposes hereof, all social media comments or postings, or comments, blog posts, wikis and other forms of online communication, including any website, social media platforms, Internet-based application, or Internet message boards or chat rooms (e.g., Twitter, Facebook, LinkedIn, Google+, YouTube, blogs, Wikis such as Wikipedia and any other site where text can be posted and Yahoo Discussion Groups) are referred to as "Internet postings."

**Company Postings.** All Internet postings made on behalf of the Group must be approved by an Executive Officer and otherwise be made in compliance with any related Group policy that may be in effect from time to time.

**Personal Postings.** In your personal Internet postings or other online activity, you should never disclose any information that is confidential to the Group (or to any third party) that has been disclosed to the Group or to you in your capacity as an employee, agent or contractor of the Group. If you comment in a personal posting on any aspect of the Group's business or any policy issue in which the Group is involved and in which you have responsibility, you must clearly identify yourself as a Group employee, agent or contractor in your postings or blog site(s) and include a disclaimer that the views are your own and not those of the Group. Because you are legally responsible for your postings, you may be subject to liability if your personal posts are found defamatory, harassing, or in violation of any other applicable law. You may also be liable if you make postings which include confidential or copyrighted information (music, videos, text, etc.) belonging to third parties.

In addition to the foregoing, the Company may request that you avoid certain subjects or withdraw certain posts if it believes that doing so will help ensure compliance with applicable laws, including the SEC's regulations. For example, in your personal Internet postings, you should not comment on the potential or projected growth of the Company's stock, or encourage people to buy the stock or join the Company based on the stock's growth. You should not discuss the agent equity program or similar stock incentives the Company offers in any detail, but you should merely point out that such a program or incentives exist, and direct potential agents to Company approved resources or publicly available information. The Company reserves the right to remove any posted comment on Company-operated site that is not appropriate for the topic discussed or uses inappropriate language.

### **Post-Termination Transactions**

This Sub-Policy continues to apply to your transactions in the Company's securities even after you have separated from service with the Group. If you are aware of inside information when your employment or service relationship terminates, you may not trade in the Company's securities until that information has become public or is no longer material.

### **Compliance Officer**

The Company's General Counsel, or another individual appointed by the Board, if applicable, shall serve as the Insider Trading Compliance Officer (the "Compliance Officer"). The duties of the Compliance Officer shall include, but not be limited to, the following:

- Circulating the Sub-Policy (and/or a summary thereof) to all Australian employees, agents and contractors, including Section 16 reporting persons, on an annual basis and ensuring that the Company obtains and maintains written acknowledgments from those employees, agents and contractors that they have read the Sub-Policy.
- Overseeing the responses to questions from individual employees, agents and contractors.
- Ensuring that relevant files on policy compliance and implementation are maintained.

### **Personal Responsibility**

You should remember that the ultimate responsibility for adhering to this Sub-Policy and avoiding improper trading rests with you. As an insider of the Group, this may mean that, from time to time, you have to forego a proposed transaction in the Company's securities even if you planned to make the transaction before learning of inside information and even though you believe you may suffer an economic loss or forego anticipated profit by waiting. Trading in the Company's securities during the trading window should not be considered a "safe harbor," and all directors, officers and other

persons should use good judgment at all times. If you violate this Sub-Policy, the Company may take disciplinary action against you up to and including termination of employment or engagement.

### **Company Assistance**

Your compliance with this Sub-Policy is of the utmost importance both for you and for the Company. The Board, a Board Committee or an employee designated by the Board (e.g. the Compliance Officer), shall be responsible for the administration of this Sub-Policy. All determinations and interpretations by the Board or its designee shall be final and not subject to further review. Please do not try to resolve uncertainties on your own, as the rules relating to insider trading in both the U.S. and Australia are often complex and not always intuitive while violations entail severe consequences.

### **Certification**

All persons covered by this Sub-Policy policy must certify their understanding of, and intent to comply with this Sub-Policy. A copy of the certification that you must sign is enclosed with this Sub-Policy.

## Appendix 1

Persons subject to trading window restrictions include:

- All members of the Board of Directors of the Company;
- All officers of the Company;
- All employees/contractors who report into the Company's Finance and Accounting departments;
- All employees/contractors working on press release, investor relations, financial results, SEC filings, and news or announcements related to similar events;
- All employees/contractors working in the Company's legal department;
- Any assistant to any of the foregoing;
- Any other employees or individuals designated from time to time by the Compliance Officer or the Board of Directors.

**CERTIFICATION FORM**

For Employees, Agents, Contractors and Talent Attractors (IC, TA, COE)

TO: Board of Directors of eXp World Holdings, Inc.

RE: Insider Trading Policy for Employees, Agents and Contractors – Australian Sub-Policy

This certifies that:

- (i) I have received eXp World Holdings Inc.'s Insider Trading Policy for Employees, Agents and Contractors – Australian Sub-Policy.
- (ii) I understand the policies and procedures as outlined in the Insider Trading Policy for Employees, Agents and Contractors – Australian Sub-Policy and agree to comply with them.

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Dated: \_\_\_\_\_

### **Intellectual Property Rights (IC, TA, COE)**

Agents shall become familiar with and adhere to all laws, rules and regulations regarding intellectual property rights as may be applicable or relevant to the conduct of their business as an eXp Agent. "Intellectual Property" refers to all major forms of legal protection of intangible rights protected by the law, including copyright, trademark, patent, trade secrets, design rights and the like. Agents shall acquire, use and deal in only licensed copies of copyright protected material, and genuine articles of trademark and patent protected products, in carrying out the Agent's and Company's business.

### **Non-solicitation (IC, TA)**

The Agent agrees not to solicit, recruit, employ, or entice (either for him/herself or another) any Company partners, affiliates, salespersons, agents and/or employees to leave Company or to cease or reduce or alter their relationship or involvement with the Company during the Agent's own association with Company. This obligation shall continue for a period of six months within a distance of 25km from the Agent's usual place of work after the termination of the Agent's Independent Contractor Agreement / Employment Agreement - Commission Only Agent with the Company.

### **Reporting Problems (IC, TA, COE)**

It is understood that Agents, even if operating as Independent Contractors, also act as agents of the Company for certain purposes and must, therefore, keep the Company informed of their activities. Agents shall immediately bring any of the following situations to the Company's attention and shall immediately provide the Company with copies of any correspondence or legal process in connection with such situations. Failure to timely notify the Company may result in termination by the Company.

- Any substantive complaint involving a property transaction or the providing of real estate services, whether brought by a client, a regulator, a Government body, or a third party.
- Any disclosure, or potential disclosure, of confidential client information.
- Any accident or injury that occurs while providing real estate services.
- Any criminal charge against an Agent other than a traffic offence.
- Any civil suit, subpoena, or other legal document concerning the activity of the Agent.
- Any contact by or with AUSTRAC, as the anti-money laundering regulator or any other Government body or regulatory body
- Any threat of any legal, administrative or disciplinary action against the Agent or the Company resulting from the Agent's services, including by any regulatory body.
- Any act of discrimination.

- Any unresolved dispute with another agent or a property professional affiliated with another firm.
- Any foreseeable dispute or problem relating to the payment or collection of a commission.
- Any other situation involving real estate or other professional property activity that could lead to liability on the part of the Company or anyone associated with the Company.

### **Trust Accounts (IC, COE)**

The Company holds a real estate agent licence in each of Queensland, New South Wales, Victoria, South Australia and Western Australia (**States**) and is licensed to conduct a real estate business in each of the States.

To facilitate property transactions in each of these States, and to meet the relevant regulatory requirements which apply to the Company as a licensed real estate agent, the Company operates a trust account in each of these States (individually, **Trust Account**; collectively, **Trust Accounts**).

Prior to a customer appointing the Company to act as the customer's real estate agent, all eXp Agents are required to inform the customer that:

1. the Company operates a trust account in each of the States; and
2. it is recommended (but not mandatory) that the customer agree and direct that all trust money related to any transaction involving the relevant customer's property (including deposits for purchase of the property and vendor paid advertising) is to be deposited to the relevant trust account operated by the Company in the relevant State (**Recommendation**); and
3. should the customer wish to proceed with the Recommendation, the customer is required to appoint the Company to act as the customer's real estate agent pursuant to an authority to act, sales agency agreement, listing authority or similar document (**Authority to Act**).

Where a customer proceeds in accordance with the Recommendation, all eXp Agents dealing with the customer are required to:

1. provide the customer with an Authority to Act to appoint the Company to act as real estate agent for the customer (**eXp Authority**); and
2. provide the Company with a copy of the executed eXp Authority.

All eXp Agents are required to ensure that:

1. the Company has been provided with the executed eXp Authority;
2. an officer of the Company with the relevant delegated authority executes a copy of the eXp Authority on behalf of the Company in accordance with the relevant regulations in the relevant State; and
3. all other actions which, under the relevant regulations in the relevant State, are required to be taken to appoint validly the Company to act as real estate agent for the customer, have been performed, including, where required, providing a copy of the fully executed eXp Authority to the customer,

prior to directing the customer or any other party to deposit any money into a Trust Account.

A customer or any other party must not be directed to deposit money into a Trust Account unless the Company is appointed to act as real estate agent for the relevant customer pursuant to a duly executed eXp Authority.

An eXp Authority is not duly executed if the eXp Authority has not been executed by an authorised officer of the Company in accordance with the relevant regulations in the relevant State.

## **OFFICE POLICIES (IC, COE)**

### **Agent Business Expenses**

The Company shall not be responsible for any expense incurred by the Agent in the performance of the Agent's obligations under the Independent Contractor Agreement / Employment Agreement - Commission Only Agent unless expressly approved in advance and in writing by the Company. No inducements, including inspections or other services associated with the provision of real estate services customarily paid by customers or clients, shall be offered or paid by the Agent without advance approval by the Company (which will not be unreasonably withheld or delayed), and then shall be at the Agent's sole expense. Agents shall not charge any undisclosed commission or profit on expenditures made for their principals.

### **Agent's Assistants**

The Company fully supports the use of assistants by the Agents. By delegating tasks that may be performed by those other than the Agent, the Agent's time can be spent more efficiently on tasks

directly related to maximising earning potential. The Company advises all Agents using assistants to seek legal counsel regarding employment laws and other legal obligations.

Agents must have a written contract with any administrative staff (referred to in these Policies & Procedures as 'assistants') that they employ.

Agents are responsible for training assistants, making sure they are familiar with and abide by all office policies and procedures and are familiar with and abide by all applicable laws. The Agent must go over these Policies & Procedures with the assistant and have the assistant sign a form acknowledging that they have read and are familiar with these Policies & Procedures.

An assistant may not (unless holding the appropriate licence):

- Host an open house.
- Solicit sellers or buyers in any manner.
- Provide advice or guidance to a consumer with regards to a listing contract or a contract of purchase and sale.
- Meet with owners to obtain or renew listing agreements.
- Present or negotiate an offer.
- Communicate with consumers about property transactions.
- Be paid from the commission at closing or be paid commission in any way, regardless of timing.
- Open listings for clients or prospective clients.

An assistant may:

- Perform office filing.
- Fill out a document at the instruction of the Agent.
- Place or remove signs.
- Witness signatures.
- Perform Agent's bookkeeping.
- Draft correspondence for approval by the Agent.
- Draft forms for review by the Agent.
- Make and deliver copies of any public records.

## **Contact Information (IC, COE)**

Agents **MUST** use their legal name as it appears on their Independent Contractor Agreement / Employment Agreement – Commission Only Agent in all advertising, on contracts and in all business correspondence.

The Agent's business address is the Agent's address of record with the Company provided on the Independent Contractor Agreement / Employment Agreement – Commission Only Agent or as updated by notice to the Company. All business correspondence related to transactions must be sent to this address, and not to the Agent's home. No personal mail for an eXp Agent may come to the Company's own office. Any mail coming to the office will be considered official business and subject to being opened by the Company's personnel. Agents agree to make arrangements to pick up any parcels that are delivered to the office by suppliers and will work to properly inform all suppliers that parcel deliveries are to be scheduled directly with the Agent. All unclaimed parcels are subject to disposal within 7 days of delivery.

Immediately notify the eXp Australia Head Office of any changes in address, phone numbers and third-party email address that are on file with the Company.

## **Out of Town or Unavailable**

When the Agent has listings and is out of town, or otherwise unable to provide services to clients, the Agent is required to notify the Company and fill out the appropriate Company form establishing someone else to manage the business in the Agent's absence. You recognise that this is a vital part of ensuring our brand is not damaged owing to you being absent and unable to service our clients.

## **Physical Office Space**

The Company has a cloud-based office environment and as such does not invest in physical bricks-and-mortar infrastructure. Agents are encouraged to make their own arrangements if they need physical space to meet clients.

Any Agent's eXp branded office ("Branch Office") will be paid for by the Agent or Agents who have agreed to open that office and no obligation relating to that office will be assumed by the Company. Any financial obligation with regard to opening and/or maintaining a Branch Office will be at the expense of those Agents who opened the Branch Office including any rent, rates, utilities, fines for non-compliance and renewal fees.

## **OMISSIONS FROM POLICIES & PROCEDURES (IC, TA, COE)**

Any items or procedural issues not covered in these Policies & Procedures are subject to Company approval. Any items not covered, and decisions rendered are final and are to be made at the sole discretion of the Company (acting reasonably).

## **POLICIES AND PROCEDURES UPDATE AND REVIEW (IC, TA, COE)**

The Company reserves the right to make updates to its Policies & Procedures. When/if updates are made, they will be communicated to the Agent through Workplace or, the eXp News (weekly newsletter), but any material revisions will also be notified to the Agent by an email sent to the email address on file in the Company's enterprise system (see 'Contract Revisions/Modifications' section of the Independent Contractor Agreement / Employment Agreement - Commission Only Agent. Reasonable notice of the updates will ordinarily be provided before the updates take effect.

## **Agent Attraction Pledge (IC, TA, COE)**

eXp World Holdings Inc, its subsidiaries including eXp Australia Pty Ltd (collectively "eXp" or the "Company") and their respective Agents and Talent Attractors have expressed their support to eXp for the establishment of best practices, standards and guidelines concerning tactics, messaging and approaches to attracting real estate professionals to eXp. Sustainability is one of the fundamental and core values of eXp and it is the collective intent of our people and members of eXp to attract credible, ethical and productive real estate professionals who are aligned with eXp's culture and core values.

The Agent, Talent Attractors and Leadership of eXp have an obligation to eXp and to each other to uphold the integrity of the Agent attraction process and to ensure that attraction practices are in line with our 9 Core Values. Practices that are lacking in integrity and quality can discredit and/or harm the reputation of the Company and, in certain cases, can result in personal liability to the Agents, Talent Attractors and Leadership of eXp.

As a key stakeholder of the Agent, Talent Attractor and Leadership community of eXp, desiring and intending to safeguard the Company, I hereby acknowledge, agree and pledge (on my own behalf and on behalf of the Agent/Talent Attractor) to do the following:

1. Abide by the following **BEST PRACTICES**:
  - (a) To strive to become a more successful real estate agent, recognising that nothing attracts like success and that the more success I have at selling real estate the more likely I am to attract high quality agents;

- (b) To always seek to represent and present the eXp business model with the highest degree of professionalism, integrity and accuracy;
  - (c) To seek to attract serious and productive professionals into the Company who fit well culturally with the Company and its core values;
  - (d) To support my fellow eXp community members in their agent attraction efforts if asked;
  - (e) To encourage prospective eXp community members to be loyal to, and to identify as their sponsor, the eXp community member who introduced them to and most influenced them to join the Company;
  - (f) To pursue eXp Talent Attraction Professional Development offerings by attending any Talent Attraction training, webinars etc. that the Company offers in order to achieve proficiency in understanding the business model and opportunity before presenting the business model and opportunity to others, including in any public presentations;
  - (g) To provide guidance to those professionals who I attract into eXp throughout the course of their career with eXp;
  - (h) To utilise only those marketing materials which are approved by eXp;
  - (i) To enthusiastically engage in agent attraction activities provided that no reasonable person would deem my activities detrimental to eXp, the eXp brand, or the reputation of eXp or the reputation of fellow eXp community members within eXp;
  - (j) To be a contributing and engaged member of the eXp community and to encourage the same from those I attract;
  - (k) To abide by the Terms of Service of any Social Networks or Online Advertising Platforms where attraction efforts are taking place; and
  - (l) To abide by the standards set forth in the applicable Real Estate Code of Ethics, Practice and Conduct.
2. I further acknowledge, agree and pledge not to engage in the following **PROHIBITED PRACTICES** for my own benefit and protection, and for the benefit and protection of eXp and of my fellow eXp community members:
- (a) Sending bulk or mass email communications, within the eXp email exchange or external email systems, which may generate a negative perception of eXp;
  - (m) Any activity which violates any Australian law, rule or regulation, including but not limited to, the terms of service of any social networks; laws and regulations administered and enforced by the Australian Competition and Consumer Commission

- (ACCC) and the Australian Securities and Investment Commission (ASIC); real estate license law; and laws and regulations concerning unsolicited marketing communications including the Do Not Call Register Act 2006 and the Spam Act 2003;
- (n) Disparaging or speaking negatively, on social media or otherwise, about eXp, my fellow eXp community members and/or eXp staff, employees and/or leadership;
  - (o) Disparaging or speaking negatively about the competition or any other agent outside of eXp in any form or fashion;
  - (p) Making cold calls without first reviewing and acknowledging the “Do-Not-Call Register”;
  - (q) Making or posting income claims, including any income claims pertaining to the **Revenue Share Plan, Agent Equity Program** and/or posting copies of revenue share cheques on social media;
  - (r) Making, sharing or posting stock projections or offering opinion or commentary on the performance of eXp World Holdings, Inc. stock;
  - (s) Engaging with or encouraging individuals who are not an eXp community member affiliated with eXp to recruit or attract agents to eXp;
  - (t) Encouraging Agents to change sponsorship or change their intended sponsorship declaration, including by offering incentives that are in addition to and outside of the benefits of the eXp business model. Agents should NEVER encourage or suggest to someone that they change their sponsorship or sponsorship intentions and incentives should **NEVER** be used to entice or persuade an Agent to join a particular Agent or group, including me or my own, vs. another Agent or team at eXp;
  - (u) Encouraging Agents to list you as a sponsor instead of someone they have been speaking with by claiming that since you are in the revenue share line of the other eXp Agent, they benefit anyway. The model and Front-Line Qualifying Recruits (**FLQR**) structure makes this statement misleading;
  - (v) Using third-party callers, systems or services to blast phone calls to individual agents;
  - (w) Falsifying or encouraging a prospective agent to falsify information submitted to eXp;
  - (x) Advertising under false pretences and/or offering in advertising or posts what appear to be positions of employment with eXp, and/or advertising which is otherwise misleading;
  - (y) Advertising on job placement or posting websites, other than for the purposes of building your direct team of agents or transactional staff. The solicitation or recruitment

of potential licensed real estate professionals by current licensed real estate professionals of eXp by way of job postings on third-party internet employment sites (e.g., SEEK, Indeed, Monster, Glassdoor, LinkedIn, etc.) is prohibited. Any use of third-party employment websites by current licensed real estate professionals of eXp to solicit or recruit human resources for unlicensed positions shall not contain any reference to eXp;

(z) Using in any professional profiles, whether online or otherwise, titles which would reasonably lead someone to believe that I am an employee of eXp or representing myself as an employee of eXp; and

(aa) Using the “eXp” branding, official images, logos or other intellectual property without approval from eXp’s marketing department or using the name “eXp” in any public website domain or social media page.

3. I understand and acknowledge that the principles underlying this pledge are regarded by eXp and its community of members as integral to the Core Values and integrity of eXp, and that, in the event that I violate this pledge by engaging in the Prohibited Practices set forth in Section 2, I will be subjecting myself to the following measures:

(a) First Known Occurrence - issuance of a written warning along with a corresponding written notification to my sponsor;

(bb) Second Known Occurrence - issuance of a second written warning with corresponding notification to my sponsor; and

(cc) Third Known Occurrence - subject to removal from eXp.

Where the measures indicated above are meant to ensure the adherence to the Best Practices, eXp Leadership may at any time make the determination that removal or severance from eXp is in the best interest of the Company and Agent-owners.

I understand that these Best Practices are my responsibility to maintain and uphold. If at any time I am made aware of an Agent who is not acting within these parameters, I may notify [attractioncompliance@exprealty.com](mailto:attractioncompliance@exprealty.com).

These Best Practices may be updated from time to time. Reasonable notice of the updates will be provided before the updates take effect. I acknowledge that I will be deemed to have accepted any updates as communicated to the eXp community by the Leadership Team if I continue as an Agent after the date the updates take effect.

1. Examples of activities that would reasonably be deemed detrimental to the brand include sending harassing, excessive or threatening communications; posting or commenting excessively in social media groups not intended for agent attraction.
2. The ACCC and ASIC have very specific rules and guidelines for making income claims. Agents should never make any income claims during presentations. Hypothetical income examples which may be contained in Company-approved and Company-issued marketing materials and which are used to explain the Revenue Share Program, and which are not misleading or exaggerated, may be presented to prospective agents, provided such earnings examples are clearly and conspicuously identified as hypothetical.
3. The NASDAQ has many rules and regulations regarding the discussions about, or even the presentation of, stock projections and the consequences for violating those rules can be severe.
4. Examples would include gifts, promises of “capped status”, credit towards cap, fee waivers, free or discounted coaching, or other financial offers to a prospective agent or a group of prospective agents in exchange for a commitment to make a particular sponsorship declaration.
5. Examples would include Recruiter, Recruiting Manager, Vice President of Agent Attraction, Growth Leader, or any other such term/title that may cause confusion as to the Agent’s position with eXp.

eXp Australia Agents wishing approval for websites or videos should submit website links or web/video content to [marketing@expaustralia.com.au](mailto:marketing@expaustralia.com.au).