



Referral Network



Policy Manual

Table of Contents

	Page
Statement of Business Principles	3
Equal Employment Opportunity Policy	3
Policy Against Sexual Harassment	3
Independent Contractor/Employment Agreement	4
Office Hours	5
Training Program and Schedule	5
Inquiries/Visits by Government Officials	5
Broker Safety	5
Advertising	5
Brokerage Relationship	5
Compensation Policy	6
Fair Housing Policy	6
Antitrust Policy	6
Risk Reduction	7
Documentation of Disclosure	7
Use of Legal Counsel	7
Errors and Omissions Insurance	7
Social Media Policy	7
General Requirements	8
Spam and Email Prohibitions	8
Copyright and Protected Information	8
Record Retention and Destruction Policy	8
Do Not Call – General Rules	9
Acknowledgement and Agreement	10

Statement of Business Principles

The NSBAR Referral Network provides brokers who are not actively involved in the buying, selling, or leasing of real estate the opportunity to place referrals to other brokers and receive a referral fee. This is done with the highest level of professionalism for all members.

Equal Employment Opportunity Policy

The NSBAR Referral Network provides equal employment opportunities without regard to race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, gender identity, or unfavorable discharge from military service, and any other protected class in any area where this business operates to all qualified employees and applicants for employment. This policy applies to all areas of employment, job assignment, training, promotion, transfer, compensation, discipline, and discharge. The company abides by all federal, state, and local laws regarding employment practices, including, but not limited to the Americans with Disabilities Act.

Policy Against Sexual Harassment

Any harassment of an associate, whether broker, employee, or applicant, because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, gender identity, or unfavorable discharge from military service is clearly prohibited and will not be condoned. Sexual harassment is one form of discrimination which is illegal and violates the company's equal employment opportunity policy. The NSBAR Referral Network maintains a strong policy prohibiting any form of sexual harassment.

No broker, employee, staff member, customer, or vendor, male or female, may sexually harass an employee, broker or other person associated with the company by:

- 1. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexually suggestive nature; or
- 2. Making submission to or rejection of such conduct the basis for employment, continued employment or any other employment decision affecting the employee; or
- 3. Creating an intimidating, hostile or offensive working environment by such conduct.

Any broker or employee who has been found to have sexually harassed another broker or employee will be subject to appropriate discipline up to and including discharge from association or employment.

This policy applies equally to any work-related sexual harassment by or to both men and women employed by or associated with the company or who deal with the company in our business, and it is not limited to supervisor/employee or manager/broker relations or to conduct occurring on premises or during working hours.

Any broker or employee who believes that they are being or have been sexually harassed by another broker or employee should promptly take one or more of the following steps:

1. If appropriate, discuss the situation directly with the person whom you feel is harassing you, and politely request that the person cease harassing you because you feel you do not like or welcome their conduct. You might also add that if such conduct does not cease altogether, you will take further steps under this procedure. (If the person involved is a customer or client, please refer the complaint to senior management instead.)
2. If you believe that some adverse employment consequence may result from your discussions with that person, or if the harassment continues, go to a higher level of supervision including any senior executive of the company. You may be required to state in writing the specific details of the harassing behavior including date, time, place, and witnesses, if any.

An investigation of any complaint will be undertaken immediately. All complaints will be handled in a prompt, confidential manner insofar as the investigation permits. There will be no adverse action directed toward any complaining broker or employee or witness because of making or supporting the complaint unless there clearly was bad faith.

Independent Contractor/Employee Agreement

The NSBAR Referral Network associates with brokers only for the purpose of allowing the brokers to place referrals and receive referral fees. Brokers will complete an Independent Contractor Agreement that clearly defines the limits of activities that brokers may engage in as a NSBAR Referral Network members.

1. **Income Taxes:** All income taxes, federal and state, are the responsibility of the broker. The company does not withhold or pay Social Security taxes on commission earnings. Self-employment tax must be paid by the broker.
2. **Unemployment Taxes:** As an independent contractor, the broker is not covered under state or federal unemployment laws. Independent contractor real estate brokers acting under an agreement such as the NSBAR Referral Network form and compensated by commission, are exempt from the unemployment laws by Illinois statute. Accordingly, NSBAR Referral Network does not pay unemployment taxes on the earnings of its brokers.
3. **Worker's Compensation:** As with unemployment taxes, an independent contractor real estate broker signing an independent contractor agreement like the NSBAR Referral Network form and compensated by commission is exempt from the worker's compensation laws by Illinois statute. Given this statute, NSBAR Referral Network does not cover brokers under its worker's compensation insurance policy. A broker should check that their insurance, particularly health and accident insurance, is adequate.
4. **Expenses:** As an independent contractor, each broker is expected to be in business for themselves. Generally, the expenses of that business will be the responsibility of the broker.

Office Hours

The NSBAR Referral Network maintains regular office hours of 8:30 – 5:00 Monday through Friday. The office may be operating in a virtual environment, available by phone or email. All federal holidays will be observed. Most business will be transacted in a virtual environment.

Training Program and Schedule

All training required to meet licensing requirements in Illinois must be completed in a timely fashion to maintain membership in the NSBAR Referral Network. Opportunities to complete the training will be offered throughout the year. All continuing education costs will be borne by the broker.

Inquiries/Visits by Government Officials

Any inquiry of any type by a government official, whether by telephone, letter or in person, should immediately be forwarded to the designated managing broker.

Broker Safety

It is critically important that a broker be aware of safety risks inherent in any business. Because of the nature of the NSBAR Referral Network, referrals place some specific safety concerns. The need for confidentiality of any information gained during the referral process is paramount. Any documentation obtained must also be maintained in a secure manner.

Advertising

Members of the NSBAR Referral Network maintain relationships with past clients and may discover an interested person may have in buying or selling a home. The NSBAR Referral Network members may only pass a referral to another broker. The member is prohibited from actively engaged in the showing, listing, or purchasing a property.

All Illinois laws regarding real estate advertising apply. Advertising for active business is prohibited. Advertising for referral business is allowed.

Brokerage Relationship

The member of the NSBAR Referral Network simply passes a referral to an active broker. They do not establish an agency relationship with the person being referred to the active broker.

Compensation Policy

Members of the NSBAR Referral Network are compensated with the referral fee negotiated with the active broker's brokerage company.

For example:

Susan, a NSBAR Network Referral member, has a friend Joan in another state who is selling her home. Susan contacts the NSBAR Referral Network and a referral to a listing broker John is placed with a company in that state. The home sells and John receives compensation of \$4,000. The referral fee was 25% of John's compensation so the NSBAR Referral Network will receive \$1,000. Susan, according to her agreement with the NSBAR Referral Network, receives 90% of that compensation, \$900.00.

Referral fees with the receiving company are negotiated between the NSBAR Referral Network and the receiving brokerage. Referrals will be placed first with the member's choice and, if not possible, with an appropriate company.

The NSBAR Referral Network will follow the referral until the completion of the transaction. Communication between the referring and receiving broker is acceptable but not required.

Fair Housing Policy

The NSBAR Referral Network believes that fair housing policies are not just the law of the land but simply the right thing to do. The NSBAR Referral Network maintains a strong policy of upholding all federal, state, and local fair housing laws.

Accordingly, the NSBAR Referral Network, prohibits any broker or staff member from discriminating against any person in the provision of any of the Company's services because of the person's race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, familial status, military status, sexual orientation, pregnancy, gender identity, unfavorable discharge from military service, or any other class protected by Article 3 of the Illinois Human Rights Act or by local fair housing ordinances in areas in which the company does business. The parties agree to comply with all applicable federal, state, and local fair housing laws.

- Discriminatory choices that express a preference for a referral partner of a particular race, color, religion, sex, handicap, marital status, familial status, national origin, ancestry, age, military status, sexual orientation, pregnancy, gender identity, or order of protection status are prohibited.

Antitrust Policy

The NSBAR Referral Network maintains a policy against any antitrust involvement by the company, its brokers, or employees. The NSBAR Referral Network prohibits any broker or staff member from making any agreement or suggestion with a competitor, including an individual broker, that they or the company is discussing, considering, or activating any agreement that would violate this policy.

Risk Reduction

The NSBAR Referral Network advocates and encourages risk reduction. A significant majority of the claims filed against real estate brokers and brokers allege some type of misrepresentation or fraud. The trend of the law in the real estate industry is for more and more disclosure. The NSBAR Referral Network has the following policies regarding risk reduction and disclosure.

1. **Compliance with All Laws, Rules and Regulations:**
As a broker with the NSBAR Referral Network, each broker assumes the obligation of strict compliance with all laws, rules and regulations which govern real estate brokers in the State of Illinois.
2. **Compliance with this Policy Manual:**
As a broker of the NSBAR Referral Network, each broker agrees to comply with all policies as stated in this manual and its additions, changes, and amendments as from time to time published by management of the company. Failure to comply with the policies herein subject the broker or staff member to disciplinary action which may include termination of association with the company.

Documentation of Disclosure

NSBAR Referral Network advocates full disclosure in appropriate circumstances. However, all the disclosure in the world does no good if it cannot be proven. While it would be ideal to have every single disclosure as to every material item disclosed to the parties in writing with their acknowledgment of the disclosure, such is not usually possible.

Statements made by a broker about a property whether in person, in writing or electronically will be considered as representations by the broker.

Use of Legal Counsel

Whenever a broker believes they require legal assistance, the designated managing broker should be contacted.

Errors and Omissions Insurance

The NSBAR Referral Network does not provide members Errors and Omission Insurance or any other type of insurance.

Social Media Policy

The NSBAR Referral Network members use of Social Media should display the highest level of professional integrity.

General Requirements

The NSBAR Referral Network Brokers/employees will:

1. Take care to always protect their client's confidential information. This includes the broker/employee's use of the Internet, certain e-mail messages and social networking tools.
2. Always be courteous and professional when representing the Company. This includes the brokers/employees' use of the Internet, e-mail, and social networking tools. Brokers/employees shall not make defamatory or derogatory remarks about clients, other brokers, or companies in their electronic communications. Members will not engage in "cyber-bullying" or any similar behavior which may disturb our clients or those with whom our agency interacts.
3. Be truthful when advertising or making other representations. This includes those statements made or advertising placed through use of e-mail, the Internet, your personal Website, or social networking tools.
4. Seek the advice of their designated managing broker if they have questions or concerns regarding the use of the Internet, e-mail, or social networking tools before publishing any information that could be questionable.

Spam and Email Prohibitions

1. Brokers/employees are required to follow the provisions set forth in Section 1450.720 in the Administrative Rules under the License Act as from time to time amended.
2. Brokers/employees are also required to follow the provisions set forth in the federal CAN-SPAM Act as from time to time amended.

Copyright and Protected Information

Brokers/employees shall not copy, frame, or otherwise use information received or viewed through e-mail, the Internet, or social networking tools without the express written consent or other appropriate authority from the owner of the information.

Record Retention and Destruction Policy

This Record Retention and Destruction Policy applies to all records generated during the NSBAR Referral Network's operation, including original documents, reproductions, and electronic documents.

Clients' records should be adequately protected and maintained and to ensure that records that are no longer needed by the Company or are of no value are discarded or destroyed at the proper time and in the proper fashion. This policy is also intended for the purpose of aiding brokers/employees of the Company in understanding their obligations in retaining electronic documents—including e-mail, Web files, text files, sound, movie, and picture files, PDF documents and Microsoft Office or other word processing documents or other formatted files.

Federal and state laws require the NSBAR Referral Network to maintain certain types of records for certain periods. Failure to maintain such records could subject you and the Network to penalties and fines, obstruct justice, spoil legal evidence, and/or seriously harm the Network's position in litigation.

Do Not Call – General Rules

Sponsored brokers of the NSBAR Referral Network, employees of the Network, and any other representatives of the Network shall not make any telephone calls to any telephone number listed on the DNC Registry or the Company Do Not Call List ("Company DNC") (as explained below) unless one of the following exceptions applies:

- (a) You are currently working with the consumer.
- (b) Within the last 18 months you have represented the consumer in a real estate transaction.
- (c) The consumer has made an inquiry concerning real estate brokerage services or inventory within the last three months.
- (d) The consumer is a friend or acquaintance of the caller; or
- (e) Written consent has been obtained from the consumer to call a specific number(s).

The consumer can always request to be on the federal or Company Do Not Call list. Do not make any calls to numbers listed on the Company DNC without written permission from the consumer to call that specific number.

Acknowledgment and Agreement

The undersigned broker or employee of the NSBAR Referral Network acknowledges receipt of a copy of the NSBAR Referral Network Office Policy Manual.

This Policy Manual is not a contract of employment. The NSBAR Referral Network reserves the right to modify, amend, or change this policy manual in any manner at any time.

As a condition of his/her association or employment with the NSBAR Referral Network the broker or employee agrees to abide by the policies of the NSBAR Referral Network as presently adopted and as amended in the future by publication from management of any changes.

Failure to abide by the NSBAR Referral Network's policies as adopted and amended may be grounds for disciplinary action of the broker or employee, including termination of association or employment.

Broker or Employee

Date

NSBAR Referral Network

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ ("Effective Date") between North Shore -Barrington Holding Company, Inc., (dba/NSBAR Referral Network) a corporation organized under the laws of the State of Illinois, which shall also be referred to herein as the "Company", and _____, an individual ("Broker") who is licensed as a real estate Broker under the real estate license laws of Illinois.

Recitals

WHEREAS Company is a licensed real estate brokerage company in the state of Illinois:

WHEREAS Company desires to engage Broker as an independent contractor to engage in real estate brokerage services on Company's behalf subject to the supervision of Company's Managing Broker.

WHEREAS Broker desires to affiliate with Company as an independent contractor on the terms specified below.

NOW THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is acknowledged, agree to the following terms and conditions:

Agreement

I. Broker's Licensure.

Broker is a licensed real estate broker in good standing in Illinois, and Broker's current license registration number and license expiration date is as follows:

License Number _____ Expiration Date _____

Broker agrees that, so long as this Agreement is in effect, Broker shall, at Broker's expense, take all necessary steps, including satisfactory completion of any mandatory continuing education requirements, to maintain Broker's real estate license in good standing in the United States.

II. Broker's Duties and Responsibilities

- A. Broker shall act as Company's affiliated Broker under the supervision of Company's Managing Broker Company's designated business location ("Office") in the state of Illinois

the extent determined appropriate by Company in its sole discretion pursuant to the terms of this agreement.

- B. Broker shall undertake all actions that are necessary to enable Broker to act, and continue to act, as an affiliated broker of Company including but not limited to, compliance by Broker with all current or future requirements of the real estate license, consumer protection, trade regulation, anti-discrimination, anti-infringement, equal opportunity, and anti-fraud laws of Illinois or the federal government.
- C. Broker shall further undertake all acts on behalf of Company that are, or may hereafter be, required by the real estate license laws of the state of Illinois to enable Broker to continue to act as an Company affiliated broker, including, but not limited to, filing any reports, certifications, or license renewal applications, and compliance with all other laws or regulations that, if violated or not obeyed, could cause Broker's or Company's real estate license to be disciplined, suspended, revoked, or to lapse.
- D. Broker shall be accessible to Company or any real estate regulatory authority, either at the Office, or by email, text messaging, pager, or cell phone, during regular business hours for the purpose of conducting such business as may be required, directed, or authorized by Company or any real estate regulatory authority.
- E. Broker shall keep Company informed of any of Broker's conduct that might violate or be inconsistent with any laws and rules applicable to licensed real estate brokers in the state of Illinois, including any ethical standards, and regulations promulgated by national, state, or local real estate brokerage associations or multiple listing services, and any amendments thereto.
- F. Promptly upon Broker's receipt of notice thereof, Broker shall inform Company of any (1) oral or written third party claims or demands for money, services, or for Broker or Company to take or refrain from taking particular actions, made upon Broker or Company, including any lawsuits filed against Broker or Company, whether or not arising from Broker's or Company's activities as licensed real estate Brokers, (2) any administrative charges or investigations involving Broker or Company commenced by any federal, state, or local agency, or (3) Broker's receipt of any subpoenas or other discovery requests or demands relating to Broker's or Company's real estate brokerage activities that are subject to enforcement by a court of competent jurisdiction.
- G. To the extent required by the real estate license laws of Illinois, Broker shall promptly cause to be deposited into a Company escrow account any funds received for the benefit of any third party.

III. Restrictions on Broker's Authority

- A. Broker is not authorized by Company to, and shall not, provide on behalf of Company real estate brokerage services to any person or entity without the knowledge and consent of Company's Managing Broker.

- B. Broker shall not enter into any agreements or contracts, whether written or oral, on behalf of Company with any third party or entity, without the express written authorization of Company's Managing Broker.
- C. Broker shall not engage in any marketing, promotional, advertising, or public relations activities that reference Company, any subsidiary or affiliate of Company, or any officer, director, or employee of Company, without the knowledge and consent of Company's Managing Broker.
- D. Broker shall not deposit monies to, or withdraw monies from, any escrow account that Company may establish or maintain without the express authorization of Company's Managing Broker.
- E. Broker shall not have any authority to engage on Company's behalf any Brokers or sub-brokers, including any other person licensed as a real estate broker or sales broker, unless specifically authorized to do so by Company's Managing Broker.

V. Broker's Representations and Warranties

Broker represents and warrants to Company that, at all times while this Agreement is in effect, (1) Broker is licensed as an individual real estate broker in the state of Illinois, and such license is in good standing; (2) Broker has all right power and authority to enter into and perform the duties assigned to Broker under this Agreement; (3) Broker does not, and will not, breach any other duties, responsibilities, or obligations of Broker to any third parties by carrying out Broker's duties, responsibilities, and obligations to Company under this Agreement; (4) Broker is not the object of any disciplinary proceedings under the real estate license laws of any State, or any litigation, arbitration, or administrative proceedings relating to Broker's performance of real estate brokerage services to customers, clients, or consumers, or any conduct by Broker that constitutes moral turpitude; and (5) to the extent Broker provides any work, invention, or process under Section XI.B below, it is original to Broker and, to the knowledge of Broker, does not and will not infringe or violate the intellectual property or other rights of any third party.

VI. Term

The Initial Term of this Agreement shall be one (1) year. This Agreement shall renew for an additional one (1) year Renewal Terms unless one Party notifies the other Party in writing no less than ninety (90) days in advance of the expiration of the Initial Term or any Renewal Term that the Party intends to permit the Agreement to expire upon the conclusion of the current Initial or Renewal Term. Either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party. Either Party may immediately terminate this Agreement for cause upon written notice to the other Party if the other Party:

- A. Breaches that Party's duties, responsibilities, representations or warranties under this Agreement, and such breach is not cured within thirty (30) days of the breaching Party's receipt of written notice of such breach from the non-breaching Party.

- B. Is a debtor in a petition for bankruptcy or insolvency, and a motion to dismiss such a petition is not filed within ninety (90) days of the filing of the petition.
- C. Is convicted of a felony, or a misdemeanor involving an act of moral turpitude.
- D. Is the Broker, and the Broker's individual real estate broker's license is suspended, revoked, or otherwise terminated, either voluntarily or involuntarily.
- E. Is the Broker, and the Broker is adjudged to have violated federal or state fair housing laws, trade regulation, equal opportunity, consumer fraud or deceptive acts or practices laws, or found by a court of competent jurisdiction to have committed common law or statutory fraud or misrepresentation.

VII. Broker Compensation

- A. In consideration for Broker's performance of the services, and assumption of the obligations, under this Agreement, Company agrees to pay Broker the following fee per closed real estate transaction in which the Broker procured or referred either the buyer or seller:

Percentage of Buy-side or Seller-side Commission:
90% Broker — 10% NSBAR Referral Network

- B. Company will remit each monthly payment no later than the last day of the month in which an applicable closing occurred.

VIII. Indemnification

Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and that Party's officers, directors, Brokers, and employees (the "Indemnified Parties") for any and all losses, judgments, damages, and expenses, including attorney's fees and litigation expenses, in the event a third party brings an action or arbitration proceeding (a "Claim") alleging facts that, if proven to be true, would constitute a breach by the Indemnifying Party of that Party's duties, obligations, representations or warranties set forth in this Agreement, or a violation by the Indemnifying Party of any statute, ordinance, regulation, or the common law, provided that the Indemnifying Party's conduct was not undertaken at the direction of one or more of the Indemnified Parties. In the event of a Claim giving rise to a Party's duties under this Section, the Indemnified Party shall give prompt written notice of such Claim to the Indemnifying Party, and the Indemnified Party shall cooperate with the Indemnifying Party in the defense or settlement of any Claim. The Indemnifying Party shall have the right to select and appoint defense counsel to defend or compromise any Claim, provided that the Indemnified Party may engage, at its sole expense, separate legal counsel solely for the purpose of advising the Indemnified Party concerning its rights in the defense or settlement of any Claim. The Indemnified Party shall have the right approve any compromise and settlement of any Claim by the Indemnifying Party only to the extent any settlement or compromise modifies the Indemnified Party's rights under this Agreement, provided that the Indemnified Party's approval is not unreasonably withheld, conditioned, or delayed.

IX. Insurance

Broker will cooperate and assist Company in the acquisition of any necessary insurance at Company's expense in connection with Company's real estate brokerage activities, provided that if Broker's business activities require Company to carry additional coverage, or pay a higher premium, due to claims or disputes arising from Broker's business activities outside the scope of this Agreement, Broker will be obligated to pay to Company the additional cost of such insurance, or the higher premium, attributable to Broker's activities.

Broker understands and agrees that Company is not obligated to provide any errors or omissions (E&O) insurance covering Broker's actual or potential liability to third parties for Broker's performance of Broker's duties and responsibilities pursuant to this Agreement.

X. Confidentiality

"Confidential Information" for the purposes of this Section X shall mean any information provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party identifies as confidential or proprietary, and with respect to Company, shall include the terms of this Agreement, information in tangible or intangible form relating to and/or including released or unreleased products, services, or business plans, financial information or projections, strategic plans, potential acquisitions, business processes or policies, information received from others that Company is obligated to treat as confidential, or any other works of Company or any of its employees, officers or directors, whether or not such information or materials are expressly identified by Company as "confidential."

"Confidential Information" shall not include any information (1) in the public domain, (2) already known to the Receiving Party and not subject to any obligation of confidentiality of the Receiving Party, (3) learned or deduced by the Receiving Party without any reference to any Confidential Information of the Disclosing Party, or (4) required by law to be disclosed by the Receiving Party. The Receiving Party shall protect the Disclosing Party's Confidential Information from disclosure to any third party using the same degree of care used by the Receiving Party to protect its own Confidential Information from similar disclosure, but in any event not less than reasonable care. In the event the Receiving Party receives a subpoena or discovery demand issued incident to a judicial, arbitration, or administrative proceeding that calls upon the Receiving Party to produce Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party prompt notice of such subpoena or discovery demand, and shall cooperate with the Disclosing Party in any efforts by the Disclosing Party to quash the subpoena, object to the discovery demand, or secure an appropriate protective order. Upon termination of this Agreement for any reason, the Receiving Party shall return to the Disclosing Party any of that Party's Confidential Information in the Receiving Party's possession or control, or, at the Disclosing Party's option, shall destroy such Confidential Information, and provide to the Disclosing Party a certificate signed by the Receiving Party, or an officer thereof, attesting to such destruction.

XI. Non-Competition and Intellectual Property Rights

- A. For so long as this Agreement is in effect, and for a period of one (1) year after its termination for any reason, Broker shall not solicit any employee, contractor, customer, or client of Company to end his, her or its relationship with Company. For the purposes of this Section, the term "Competing Business" means any business or entity that provides real estate-related products or services either exclusively or primarily through the internet whose products, services, or research and development efforts are in competition with products or services either (1) produced, marketed, or otherwise commercially exploited by Company, or (2) in actual or demonstrably anticipated research or development by Company.
- B. Broker agrees that all of the intellectual property rights in any work, invention, or process created by Broker in the course of performing services for Company shall vest in Company, and Broker further agrees to execute any and all documents necessary to accomplish the irrevocable conveyance or transfer of such rights to Company. To the extent Broker discloses to Company any other work, invention or process owned by Broker, Broker grants Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, re-license, sublicense or sell it as part of or in connection with Company products and services.

XII. Limitation of Company's Liability

Company shall not be liable to Broker for any special, punitive, or exemplary damages, lost profits, or consequential damages of any type by reason of Company's performance or non-performance of any its duties or obligations under this Agreement. Company's liability to Broker for any breach of this Agreement shall not exceed the amounts actually paid by Company to Broker as of the date of the alleged breach.

XIII. General Provisions

- A. This Agreement shall be interpreted under the laws of the state of Illinois without reference to any choice of law rules. The Parties agree that any proceeding or petition commenced by one Party against the other Party to interpret or enforce this Agreement shall be brought in the courts having competent jurisdiction located in Cook County, Illinois. The Parties waive any objection to the personal jurisdiction of such courts. In the event of any judicial proceeding between the Parties relating to this Agreement, the prevailing Party shall, in addition to any other relief deemed appropriate by the court, be entitled to an award of its reasonable attorney's fees and litigation expenses expended in prosecuting or defending such litigation.
- B. This Agreement is an agreement for personal services rendered by Broker to Company. Broker may not assign its rights, duties, and obligations under this Agreement to any other party without Company's express written consent, which Company may withhold in its absolute discretion. Company may elect to engage in the real estate brokerage business in the state of Illinois through subsidiaries or affiliates. Broker agrees that

Company may assign this Agreement (in whole or in part) to a subsidiary or affiliate of Company without Broker's prior consent, and that Broker will be obligated to perform all duties and responsibilities set forth in this Agreement for the benefit of any Company subsidiary or affiliate to which Company may assign this Agreement. Furthermore, Company may assign this Agreement in connection with a merger, reorganization, or sale of all, or substantially all, of Company's assets.

- C. The following Sections of this Agreement shall survive its termination or expiration for any reason: IV, V, VIII, X, XI, XII and XIII.
- D. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to have been amended to delete the provision determined to be unenforceable, and the remaining provisions of this Agreement shall continue to have full force and effect.
- E. This Agreement may be amended only by a written instrument executed by Company and Broker.
- F. When notices are required to be given by one Party to the other Party, such notices shall be delivered to the following representatives:

If to Broker:

If to Company:

President
North Shore-Barrington
Holding Company, Inc. (dba **NSBAR Referral Network**)

Notices shall be deemed to have been given if delivered by hand, certified mail, or overnight courier, email, or facsimile with proof of receipt. Either Party may change its designated representative for receipt of notice by notice to the other Party as provided in this subsection.

G. A waiver by either Party of the other Party's breach or default under this Agreement shall not be deemed to be a waiver of any subsequent breach or default by the breaching Party.

H. This Agreement does not create any partnership or joint venture between the Parties, and neither Party shall have the power to obligate or bind the other Party except to the extent expressly set forth herein.

I. The Broker shall act under this Agreement as an independent contractor of Company. Company shall not have any obligation to provide Broker with any benefits of employment, including but not limited to health, disability, dental or life insurance, or any pension or retirement benefits.

J. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior

agreement or understanding between the Parties, whether oral or written, relating to the subject matter of this Agreement, including, specifically, any Letter of Intent that the Parties may have executed.

- K. Broker acknowledges that Broker has had an opportunity to consult Broker's own legal counsel prior to entering into this Agreement.

**In witness hereof the parties have executed this agreement
as of the effective date set forth above.**

**North Shore-Barrington
Holding Company, Inc.**

Broker

By: _____

(Signature)

By: _____

(Signature)

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____



REAL ESTATE SPONSOR CARD

Illinois Department of Financial and Professional Regulation - Division of Real Estate
320 West Washington Street, 3rd Floor
Springfield, Illinois 62786
Real Estate Licensing - Phone: (800) 560-6420 Fax: (217) 782-3390
FPR.REALESTATE@ILLINOIS.GOV

- In order to change your sponsoring broker using this form, you must complete this form in its entirety and submit it along with a \$25 check or money order made payable to IDFPR to the above address.
- If you are a managing broker and wish to self-sponsor, you must complete the Sponsor Card on your own behalf.
- Retain a copy for the employee and a separate copy for the sponsoring broker.

EMPLOYEE INFORMATION

Employee's individual address must be different from the sponsoring broker's address, unless you are a self-sponsored managing broker with an authorized office at your residence as set forth in 68 Ill. Admin Code 1450.610.

Date:			License No.:		
Name:			Social Security No.:		
Mailing Address:					
City, County, State, Zip Code:					
Telephone Number:			E-mail Address:		
Managing Broker		Broker		Residential Leasing Agent	

SPONSORING BROKER INFORMATION

Sponsoring Broker Name:	
Sponsoring Broker D/B/A (if applicable):	Sponsoring Broker License No.:
<i>Must be registered/certified with appropriate entity & filed with Department.</i>	
Mailing Address:	Sponsoring Broker Email:
City, County, State, Zip Code:	
Telephone Number:	Designated Managing Broker License No.:
Designated Managing Broker Name:	Designated Managing Broker Signature: