CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (NDA)

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between Tyrell Taylor and Associates, LLC, a North Carolina limited liability company ("Brokerage"), and the undersigned individual ("Agent").

This Agreement is effective as of the date signed and is incorporated into the Independent Contractor Agreement between the Parties.

1. Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

- Client lists
- Prospect data
- CRM records
- Lead sources
- Training materials
- Scripts
- Marketing strategies
- Templates
- Internal policies
- Procedures
- Playbooks
- Systems
- Vendor relationships
- Pricing structures
- Financial data
- Technology tools
- Proprietary workflows

Whether in written, electronic, verbal, or visual form.

2. Obligations of Confidentiality

Agent agrees to:

a. Keep all Confidential Information strictly confidential
b. Not disclose Confidential Information to any third party
c. Not use Confidential Information for personal or competitive benefit
d. Protect Confidential Information from unauthorized access

3. Permitted Use

Agents may use confidential Information solely for the purpose of conducting business on behalf of Brokerage during the term of their affiliation.

Any other use is strictly prohibited.

4. No Ownership Rights

Agent acknowledges that all confidential information is the exclusive property of Brokerage.

Nothing in this Agreement grants the Agent any ownership interest.

5. Return of Materials

Upon termination, Agent must immediately:

• Return all confidential materials
• Delete digital copies
• Surrender access credentials
• Cease use of all systems

6. Survival of Obligations

This Agreement survives termination indefinitely.

7. Injunctive Relief

Agent agrees that any breach of this Agreement will cause irreparable harm.

Brokerage shall be entitled to:

- Injunctive relief
- Monetary damages
- Attorney's fees
- Court costs
- Any other legal remedies

8. No License

Nothing in this Agreement grants Agent any license to use Brokerage's intellectual property beyond the scope of their affiliation.

9. Severability

If any provision is deemed unenforceable, the remaining provisions remain in full force.

10. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina.

11. Entire Agreement

This Agreement constitutes the entire understanding regarding confidentiality between the Parties.

12. Acknowledgment

By selecting the Agreement and Authorization checkbox during the onboarding process, agent acknowledges that:

- They have read this Agreement
- They understand it
- They voluntarily agree

Tyrell Taylor & Associates
Real Estate Brokerage
North Carolina

INDEPENDENT CONTRACTOR AGREEMENT

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Independent Contractor Agreement ("Agreement") is entered into by and between Tyrell Taylor and Associates, LLC, a North Carolina limited liability company ("Brokerage"), and the undersigned real estate licensee ("Agent"), collectively referred to as the "Parties."

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

1. Independent Contractor Relationship

Agent is engaged by Brokerage as an independent contractor and not as an employee, partner, joint venturer, or fiduciary. Nothing in this Agreement shall be construed to create an employer-employee relationship.

Agent acknowledges and agrees that:

a. Agent is responsible for all federal, state, and local taxes, including self-employment taxes.
b. Brokerage will not withhold any payroll taxes on behalf of Agent.
c. Agent is not eligible for employee benefits, including but not limited to health insurance, workers' compensation, unemployment insurance, or retirement plans.
d. Agent has full control over the manner and means of performing real estate services, subject to applicable law, MLS rules, and Brokerage policies.

2. License & Compliance

Agent represents and warrants that they hold an active real estate license in good standing in the applicable state(s) in which they conduct business.

Agent agrees to:
a. Maintain all required licenses, continuing education, and renewals.
b. Comply with all federal, state, and local laws, rules, and regulations.
c. Follow all MLS rules, REALTOR® Code of Ethics (if applicable), and Brokerage policies.
d. Promptly notify Brokerage of any disciplinary actions, complaints, investigations, or license issues.
Failure to maintain proper licensure shall be grounds for immediate termination.

3. Scope of Services

Agent shall provide real estate brokerage services including, but not limited to:

a. Listing, marketing, and selling real property
b. Representing buyers and sellers
c. Client communications
d. Negotiations
e. Transaction coordination (if not delegated)
f. Compliance with transaction documentation requirements

Agent agrees to perform all services in a professional, ethical, and lawful manner.

4. Commission Structure

Agent shall be compensated based on the commission structure set forth in the Commission & Fee Addendum, incorporated herein by reference.

Key terms include:

a. 80/20 split until a $10,000 cap is reached
b. After cap, Agent receives 100% of commissions minus applicable fees
c. Monthly fees apply as outlined in the Addendum
d. All commissions are paid to Brokerage first, then disbursed to Agent

No commission is earned until the transaction has closed and funds have been received by Brokerage.

5. Fees

Agent agrees to pay all applicable fees, including but not limited to:

a. Brokerage fee
b. E&O fee
c. Risk management fee
d. Any MLS, board, or technology fees
e. Any optional services selected by Agent

Fees are owed regardless of production unless otherwise stated in writing.
Failure to pay fees may result in suspension or termination.

6. Trust Accounts & Handling of Funds

Agent shall not accept or hold earnest money, due diligence fees, or client funds unless expressly authorized and trained by Brokerage.

All funds must be handled in strict compliance with state law and Brokerage policies.

7. Transaction Files & Documentation

All transaction files, including but not limited to:

- Contracts
- Amendments
- Disclosures
- Correspondence
- Closing documents

are the property of Brokerage and must be submitted in accordance with Brokerage procedures.

Agent shall not withhold, delete, or destroy any transaction records.

8. Use of Brokerage Name & Branding

Agent is granted a limited, revocable license to use Brokerage's name and branding solely for business conducted under this Agreement.

Agent may use personal branding, provided that:

a. Brokerage name remains clearly identified
b. No misrepresentation occurs
c. Branding complies with Brokerage rules
d. All use ceases immediately upon termination

Further terms are governed by the Branding Usage Agreement.

9. Confidential Information

Agent acknowledges that they will have access to confidential and proprietary information, including but not limited to:

- Client lists
- CRM data
- Training materials
- Scripts
- Systems
- Internal processes

The agent agrees not to disclose, copy, sell, or misuse any confidential information.

These obligations survive termination.

10. Non-Solicitation

Agent agrees that during the term of this Agreement and for a defined period after termination, they shall not:

a. Solicit Brokerage's clients
b. Recruit or attempt to recruit Brokerage agents
c. Use Brokerage's database for personal gain

Terms are further defined in the Non-Solicitation Agreement.

11. Term & Termination

This Agreement shall commence on the Effective Date and continue until terminated by either Party.

a. Either Party may terminate this Agreement at any time, with or without cause, upon written notice.
b. Brokerage may immediately terminate this Agreement for cause, including but not limited to:

- License suspension or revocation
- Ethical violations
- Illegal activity
- Misrepresentation
- Failure to comply with Brokerage policies
- Non-payment of fees

c. Upon termination, Agent must immediately cease using Brokerage's name, branding, systems, CRM, and marketing materials.

12. Pending Transactions Upon Termination

If this Agreement is terminated while Agent has pending transactions:

a. Brokerage retains the right to determine whether Agent may continue servicing the transaction.
b. Brokerage may reassign the transaction if necessary for compliance, risk, or client protection.
c. Commission eligibility shall be governed by the Commission & Fee Addendum.
d. No commission is guaranteed unless the transaction closes and Brokerage receives funds.

13. Optional Transaction Coordinator (TC)

Brokerage may offer optional transaction coordination services.

a. Use of Brokerage's TC is not mandatory.
b. If Agent elects to use Brokerage's TC, all applicable fees must be paid.
c. Brokerage is not responsible for Agent's failure to submit required documents.

14. No Authority to Bind Brokerage

Agent shall not:

a. Bind Brokerage to any contract or obligation
b. Make representations on behalf of Brokerage without authorization
c. Incur expenses in Brokerage's name

15. Indemnification

Agent agrees to indemnify, defend, and hold harmless Brokerage, its members, managers, and affiliates from any claims, damages, losses, liabilities, or expenses arising from:

a. Agent's negligence
b. Agent's misconduct
c. Agent's violation of laws or MLS rules
d. Agent's breach of this Agreement

16. Limitation of Liability

To the fullest extent permitted by law, Brokerage shall not be liable for:

a. Lost profits
b. Consequential damages
c. Punitive damages

Brokerage's liability, if any, shall not exceed the amount of commissions actually paid to Agent in the prior 12 months.

17. Arbitration & Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in the State of North Carolina.

a. Each Party shall bear its own legal fees unless otherwise awarded.
b. Arbitration shall be conducted by a neutral arbitrator.
c. The arbitrator's decision shall be final and enforceable in court.

18. Governing Law & Venue

This Agreement shall be governed by the laws of the State of North Carolina.

19. Entire Agreement

This Agreement, together with all incorporated addenda and policies, constitutes the entire agreement between the Parties.

No oral statements shall modify this Agreement.

20. Amendments

Brokerage may update policies and procedures with written notice. Material changes to compensation must be signed by both Parties.

21. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

22. Acknowledgment

Agent acknowledges that they have read, understood, and voluntarily entered into this Agreement by selecting the Agreement and Authorization checkbox during the onboarding process.

Tyrell Taylor & Associates
Real Estate Brokerage
North Carolina

COMMISSION & FEE ADDENDUM

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Commission & Fee Addendum ("Addendum") is entered into by and between **Tyrell Taylor & Associates, LLC** ("Brokerage") and the undersigned Agent and is incorporated into the Independent Contractor Agreement ("Agreement").

1. Commission Structure

Agent shall be compensated according to the following structure.

a. Mentorship Period

For the Agent's first three (3) successfully closed transactions, commissions shall be split as follows:

- Agent: 70%
- Brokerage: 30%

This mentorship period provides brokerage oversight, guidance, and training while the Agent gains experience with contracts, negotiations, and transaction management.

b. Standard Commission Split

After the successful closing of three (3) transactions, the Agent shall move to the standard brokerage commission structure:

- Agent: 80%
- Brokerage: 20%

This commission split shall apply until the Agent reaches the annual brokerage commission cap.

c. Cap Amount

The annual commission cap is **Ten Thousand Dollars ($10,000)** paid to the Brokerage through commission splits.

d. Post-Cap

After the commission cap has been reached, the Agent shall receive **100% of commissions earned**, less any applicable brokerage or transaction related fees.

2. What Counts Toward the Cap

The following amounts apply toward the $10,000 cap:

Brokerage's portion of commission splits

The following do **not** count toward the cap:

Monthly brokerage fees
Errors and Omissions Insurance fees
Risk management fees
MLS or board dues
Transaction coordination fees
Administrative or technology related fees

3. Brokerage Fees

Agent agrees to the following brokerage fees.

Monthly Brokerage Fee

Agent shall pay an **$85 monthly brokerage fee**. This fee supports brokerage operations, administrative support, systems, and resources provided by the brokerage.

The monthly brokerage fee is due regardless of transaction production.

Transaction Related Fees

The following fees are deducted from the Agent's commission after each successfully closed transaction:

- Errors and Omissions Insurance: $60.00
- Risk Management Fee: $25.00

4. When Commissions Are Earned

Agent acknowledges that:

No commission is earned until a transaction has successfully closed.

No commission is owed unless Brokerage has received the funds.

Commission disputes between parties do not obligate Brokerage to advance funds.

5. Payment of Commissions

All commissions related to real estate brokerage activities must be paid directly to **Tyrell Taylor & Associates, LLC**.

Agent commissions will be disbursed after:

Funds have been received by the brokerage
The transaction file is complete
All brokerage fees and obligations have been satisfied
Compliance review has been completed

Agents may not accept, receive, or request commissions, referral fees, or compensation directly from any party outside of the brokerage.

Brokerage may withhold disbursement if compliance issues, documentation deficiencies, or risk concerns are identified.

6. Pending Transactions Upon Termination

If the Agent separates from the Brokerage with pending transactions:

The Brokerage reserves the right to reassign the transaction.

The Agent is not guaranteed compensation.

Any compensation, if paid, shall be determined by the Brokerage in its sole discretion.

All outstanding fees remain due.

7. Chargebacks, Refunds & Reversals

If any commission is later reversed, refunded, disputed, or charged back:

The Agent is responsible for repaying the Brokerage.

The Brokerage may deduct the amount from future earnings.

The Brokerage may invoice the Agent directly.

8. No Guarantee of Income

The Brokerage makes no guarantee of income, leads, production, or success.

The Agent accepts full responsibility for the performance of their real estate business.

9. Taxes

Agent is solely responsible for all federal, state, and local taxes.

The Brokerage will not withhold taxes on behalf of the Agent.

10. Changes to Compensation

Any changes to this Addendum must be made in writing and signed by both parties.

11. Conflict

If this Addendum conflicts with the Independent Contractor Agreement, this Addendum shall control.

12. Acknowledgment

Agent acknowledges that they have read and understand this compensation structure and agree to all terms contained in this Addendum by selecting the Agreement and Authorization checkbox during the onboarding process.

FAIR HOUSING COMPLIANCE STATEMENT

OF
TYRELL TAYLOR & ASSOCIATES, LLC

Tyrell Taylor and Associates, LLC is committed to providing equal professional service to all clients and customers. We fully support and comply with the Federal Fair Housing Act, the North Carolina Fair Housing Act, the South Carolina Fair Housing Act, and all applicable local, state, and federal laws.

We do not discriminate against any person based on:

- Race
- Color
- Religion
- Sex
- Gender identity or expression
- Sexual orientation
- National origin
- Familial status
- Disability
- Marital status
- Age
- Source of income (where protected by law)
- Any other protected class under applicable law

We believe that everyone deserves equal access to housing opportunities and professional representation without bias, judgment, or limitation.

All agents affiliated with Tyrell Taylor and Associates, LLC are required to conduct business in a manner that promotes fairness, inclusion, and equal opportunity. Any form of discrimination, harassment, or unequal treatment is strictly prohibited and may result in immediate disciplinary action, up to and including termination.

Tyrell Taylor and Associates, LLC proudly supports the principles of Equal Housing Opportunity.

Tyrell Taylor & Associates
Real Estate Brokerage
North Carolina

AGENT ONBOARDING PACKET

OF
TYRELL TAYLOR & ASSOCIATES, LLC

Welcome Letter

Welcome to Tyrell Taylor & Associates, LLC. We are excited to have you join our brokerage and look forward to supporting your growth, professionalism, and success.

Our firm is built on integrity, accountability, compliance, and excellence. While we provide tools, systems, and support, your success is driven by your own effort, discipline, and commitment to ethical business practices.

This onboarding packet contains important policies, acknowledgments, and brokerage guidelines. These documents are designed to protect you, our clients, and the brokerage.

By affiliating with Tyrell Taylor & Associates, LLC, you agree to comply with all brokerage policies, procedures, and legal requirements.

Welcome to the team.

Tyrell Taylor

Managing Broker

Tyrell Taylor & Associates, LLC

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Onboarding Checklist (Internal Use)

- Active license verified
- W-9 received
- Direct deposit information received
- Independent Contractor Agreement signed
- Commission & Fee Addendum signed
- Non-Solicitation Agreement signed
- NDA signed
- Brand Usage Agreement signed
- Agent Handbook acknowledgment signed
- Fair Housing acknowledgment signed
- MLS information entered
- CRM access granted
- Brokerage email issued (if applicable)
- TC option selected
- Agent profile created

Agreements and Policies Included in This Packet

This onboarding packet includes the following legally binding documents:

Independent Contractor Agreement

Commission & Fee Addendum

Non-Solicitation Agreement

Confidentiality & Non-Disclosure Agreement

Brand Usage & Personal Branding Agreement

Agent Handbook & Policies Manual

Fair Housing Compliance Statement

Each of these documents is incorporated by reference into your affiliation with Tyrell Taylor & Associates, LLC.

Mentor Program & Commission Structure

Purpose

The Tyrell Taylor & Associates Mentor Program is designed to support newly affiliated agents as they begin their real estate careers. The program provides guidance, transaction support, and structured training to ensure agents develop the skills necessary to represent clients professionally and successfully.

This mentorship structure allows new agents to gain experience while maintaining brokerage standards and protecting clients.

All newly affiliated agents begin under the Tyrell Taylor & Associates Mentorship Program unless otherwise approved by the Managing Broker.

Initial Commission Split (Mentorship Period)

New agents will start on a 70/30 commission split for their first three (3) closed transactions.

70 percent to Agent

30 percent to Brokerage

These transactions provide mentorship, guidance, and brokerage oversight while agents gain experience with contracts, negotiations, transaction management, and brokerage systems.

Mentor Support

During the mentorship period, agents may receive assistance with:

- Contract preparation
- Offer negotiations and strategy
- Transaction management and compliance
- Client consultation strategies
- MLS and brokerage systems
- Documentation and file requirements
- Open house strategies and lead conversion

The goal of the mentorship program is to ensure every agent is properly trained before operating independently.

Graduation to Standard Split

After successfully closing three transactions, the agent will graduate from the mentorship program and move to the brokerage's standard commission structure.

The brokerage reserves the right to extend mentorship support if additional training or oversight is necessary.

Standard Agent Commission Split

- 80 percent to Agent
- 20 percent to Brokerage

This split applies until the agent reaches the brokerage commission cap.

Commission Cap

Tyrell Taylor & Associates operates with a $10,000 annual brokerage cap.

Once an agent has paid $10,000 to the brokerage through commission splits within the calendar year, the agent will earn:

100 percent commission for the remainder of the year, minus applicable brokerage or transaction related fees.

The commission cap resets annually.

Brokerage Fees

Agents affiliated with Tyrell Taylor & Associates are responsible for the following brokerage fees.

Monthly Fee

- $85 Monthly Brokerage Fee

This fee supports brokerage operations, systems, and administrative resources and is due regardless of transaction production.

Transaction Fees

The following fees are deducted from the agent's commission after each successful closing:

- $60 Errors and Omissions Insurance
- $25 Risk Management Fee

Commission Payment Policy

All commissions are paid directly to Tyrell Taylor & Associates, LLC.

Agent commissions are disbursed after closing and after all brokerage fees, commission splits, or obligations have been satisfied.

No commission is earned until the transaction has officially closed and funds have been received by the brokerage.

Agents may not accept, receive, or request commission, compensation, referral fees, or any form of payment related to real estate transactions outside of Tyrell Taylor & Associates, LLC.

All compensation earned through real estate brokerage activities must be paid directly to Tyrell Taylor & Associates, LLC and will be distributed to the agent according to the brokerage's commission structure after closing and after all brokerage obligations have been satisfied.

Failure to comply with this policy may result in disciplinary action and may also constitute a violation of North Carolina real estate regulations.

Transaction Coordinator Option

Agents may elect to utilize the brokerage's Transaction Coordinator services to assist with file management, documentation, and compliance requirements throughout the transaction process.

Use of the brokerage Transaction Coordinator is optional. Agents who choose not to utilize this service are responsible for managing their own transaction files, required documentation, and compliance with all brokerage policies and North Carolina real estate regulations.

All transaction files must be submitted and maintained according to brokerage compliance standards regardless of whether a Transaction Coordinator is utilized.

The brokerage reserves the right to review transaction files and require corrections or additional documentation if necessary to maintain compliance with brokerage policies and regulatory requirements.

CRM & Systems Acknowledgment

- Agents acknowledge that:
- All CRM data belongs to the brokerage
- Client lists are proprietary
- Logins may not be shared
- Data may not be exported
- Access ends upon termination

Marketing & Branding Acknowledgment

Agents acknowledge:

- Brokerage branding rules apply
- Personal branding is allowed within brokerage guidelines
- Misrepresentation of the brokerage is prohibited
- All brokerage branding must be removed upon termination

Fair Housing Acknowledgment

I acknowledge that I have read and understand the Fair Housing Compliance Statement of Tyrell Taylor & Associates, LLC and agree to conduct business in compliance with all fair housing laws.

Independent Contractor Acknowledgment

I acknowledge that I am an independent contractor and not an employee of the brokerage. I am responsible for my own taxes, insurance, business expenses, and regulatory compliance.

Agent Departure & Client Relationship Policy

Clients, leads, and transaction opportunities generated through Tyrell Taylor & Associates brokerage systems, marketing, lead sources, or brokerage provided platforms are considered brokerage relationships.

If an agent separates from Tyrell Taylor & Associates, LLC, any active listings, pending transactions, or brokerage generated leads may remain with the brokerage unless otherwise approved by the Managing Broker.

The brokerage reserves the right to determine the appropriate handling of active transactions, client relationships, and listings to ensure continuity of service and protection of the client.

Agents agree to cooperate with the brokerage to ensure a smooth transition for any active transactions or clients at the time of departure.

By selecting the Agreement and Authorization checkbox during the onboarding process, I acknowledge that:

- I received this onboarding packet
- I understand its contents
- I agree to all policies and agreements
- I agree to be bound by all signed documents

Tyrell Taylor & Associates
Real Estate Brokerage
North Carolina

AGENT HANDBOOK & POLICIES MANUAL

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Agent Handbook ("Handbook") outlines the policies, standards, and expectations for all affiliated agents ("Agents") of Tyrell Taylor and Associates, LLC ("Brokerage").

This Handbook is incorporated into the Independent Contractor Agreement and all related agreements.

Brokerage reserves the right to update this Handbook at any time.

1. Independent Contractor Status

All Agents are independent contractors, not employees.

Agents are responsible for:
• Their own taxes
• Their own insurance
• Their own business expenses
• Their own production

Brokerage does not guarantee income, leads, or success.

2. Licensing & Compliance

Agents must:

• Maintain an active license
• Complete all CE requirements
• Follow state and federal laws
• Follow MLS rules
• Follow Fair Housing laws
• Follow REALTOR® Code of Ethics (if applicable)

Any disciplinary action must be reported immediately.

3. Professional Conduct

Agents must act with:

• Integrity
• Honesty
• Professionalism
• Respect

The following are prohibited:

• Misrepresentation
• Harassment
• Discrimination
• Dishonest marketing
• Unethical conduct
• Illegal activity

Violations may result in immediate termination.

4. Fair Housing Compliance

Agents must comply with all Fair Housing laws.

Discrimination based on:
• Race
• Color
• Religion
• Sex
• Disability
• Familial status
• National origin
• Any protected class

is strictly prohibited.

5. Client Representation

Agents must:

• Use approved contracts
• Provide required disclosures
• Act in clients' best interests
• Maintain confidentiality
• Avoid conflicts of interest

Agents may not give legal or tax advice.

6. Transaction Management

Agents are responsible for:

• Submitting complete files
• Meeting deadlines
• Using approved systems
• Following compliance procedures

Brokerage may audit files at any time.

7. Transaction Coordinator (TC)

Brokerage offers optional TC services.

• TC use is not mandatory
• Fees apply
• Agent remains responsible for accuracy
• TC does not replace Agent's legal duties

8. Marketing & Advertising

All marketing must:

• Be truthful
• Be compliant

• Include brokerage identification where required
• Follow MLS rules
• Follow Fair Housing laws

Prohibited:
• False claims
• Misleading statements
• Unapproved branding

Brokerage may require removal of any marketing.

9. Social Media Policy

Agents may use social media to promote themselves.

Agents may NOT:
• Impersonate Brokerage
• Misrepresent ownership
• Post defamatory content
• Disclose confidential information

Agents must represent the brand professionally.

10. CRM & Data Usage

All CRM data belongs to Brokerage.

Agents may not:
• Export databases
• Sell data
• Use data after termination
• Share logins

11. Leads

Unless otherwise agreed:
• Brokerage-owned leads remain Brokerage property
• Redistribution is at Brokerage's discretion

12. Fees

Agents are responsible for all fees outlined in their Addendum.

Failure to pay fees may result in suspension or termination.

13. Commissions

• No commission is earned until closing
• All commissions are paid to Brokerage first
• Disbursements are subject to compliance

14. Dispute Resolution

All disputes must go through:

• Arbitration
• Mediation (if required)

Court lawsuits are discouraged.

15. Confidentiality

Agents must protect:

• Client info
• Brokerage systems
• Training materials
• Internal processes

These obligations survive termination.

16. Non-Solicitation

Agents may not:
• Recruit Brokerage agents
• Take Brokerage clients
• Raid databases

17. Termination

Brokerage may terminate immediately for:

• Ethics violations
• Illegal acts
• Non-payment
• Compliance failures
• Brand misuse

Upon termination, all branding rights end.

18. Updates

Brokerage may update this Handbook at any time with written notice.

19. Acknowledgment

Agent acknowledges that they have read and agree to the terms and consent to onboarding, account setup, and brokerage affiliation with Tyrell Taylor & Associates by selecting the Agreement and Authorization checkbox during the onboarding process.

BRAND USAGE & PERSONAL BRANDING AGREEMENT

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Brand Usage & Personal Branding Agreement ("Agreement") is entered into by and between Tyrell Taylor and Associates, LLC, a North Carolina limited liability company ("Brokerage"), and the undersigned individual ("Agent").

This Agreement is incorporated into the Independent Contractor Agreement between the Parties.

1. Ownership of Brand

Agent acknowledges and agrees that:

a. The name Tyrell Taylor and Associates, LLC, including all variations, logos, slogans, trademarks, branding elements, and marketing materials, are the exclusive property of Brokerage.
b. Agent obtains no ownership interest in any Brokerage branding.
c. All goodwill generated from the use of Brokerage branding inures solely to Brokerage.

2. Limited License to Use Brand

Brokerage grants Agent a limited, revocable, non-transferable license to use Brokerage branding solely for the purpose of conducting business under this Agreement.

This license:

- Is not exclusive
- May be revoked at any time
- Automatically terminates upon separation

3. Personal Branding Permitted

Brokerage permits Agent to use personal branding, provided that:

a. Brokerage name is clearly identified where required by law or MLS rules

b. No confusion exists as to Agent's brokerage affiliation
c. Agent does not misrepresent their role
d. Agent complies with Brokerage marketing policies

4. Prohibited Uses

Agent shall not:

a. Alter Brokerage logos or branding
b. Register domain names using Brokerage's name
c. Create social media handles using Brokerage's name without permission
d. Create competing brands derived from Brokerage's identity
e. Imply ownership or partnership in Brokerage

5. Marketing Standards

Agent agrees that all marketing must:

• Be truthful
• Be compliant with law
• Follow MLS rules
• Follow fair housing laws
• Not damage Brokerage's reputation

Brokerage reserves the right to require removal of any marketing deemed harmful or misleading.

6. Social Media

Agent agrees that:

a. They may promote their services
b. They may reference their affiliation
c. They may not impersonate Brokerage
d. They may not present themselves as owners or executives
e. They may not disparage Brokerage

7. Use of Brand Upon Termination

Upon termination, Agent must immediately:

• Cease all use of Brokerage branding
• Remove Brokerage name from marketing
• Update all online profiles
• Return branded materials
• Remove signs, templates, and references

No grace period applies.

8. No Right to Transfer

Agent may not sell, sublicense, or transfer any rights to Brokerage branding.

9. Enforcement

Agent acknowledges that unauthorized use of Brokerage branding will cause irreparable harm.

Brokerage is entitled to:

• Injunctive relief
• Damages
• Attorney's fees
• Court costs

10. Survival

This Agreement survives termination.

11. Severability

If any provision is unenforceable, the remaining provisions remain valid.

12. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina.

13. Acknowledgment

By selecting the Agreement and Authorization checkbox during the onboarding process, agent acknowledges that:

- They understand this Agreement
- They accept these limitations
- They voluntarily agree

NON-SOLICITATION AGREEMENT

OF
TYRELL TAYLOR & ASSOCIATES, LLC

This Non-Solicitation Agreement ("Agreement") is entered into by and between Tyrell Taylor and Associates, LLC, a North Carolina limited liability company ("Brokerage"), and the undersigned individual ("Agent").

This Agreement is effective as of the date signed and is incorporated into the Independent Contractor Agreement between the Parties.

1. Purpose

Agent acknowledges that during their association with Brokerage, they will have access to:

- Client lists
- Prospects
- Databases
- CRM systems
- Agent rosters
- Business strategies
- Internal systems
- Marketing processes

Agent agrees that misuse of this information would cause irreparable harm to Brokerage.

2. Non-Solicitation of Clients

During the term of the Agent's association with Brokerage and for a period of twenty-four (24) months following termination, Agent agrees not to:

a. Directly or indirectly solicit Brokerage clients
b. Attempt to convert Brokerage clients for personal business
c. Induce any client to terminate their relationship with Brokerage
d. Use Brokerage data to benefit a competing firm

This applies regardless of whether the client was originally introduced by Agent.

3. Non-Solicitation of Agents & Staff

During the term of this Agreement and for twenty-four (24) months following termination, Agent shall not:

a. Recruit Brokerage agents
b. Encourage agents to leave
c. Interfere with Brokerage relationships
d. Hire Brokerage staff
e. Assist another brokerage in recruiting Brokerage agents

4. Non-Use of Proprietary Information

Agent agrees not to use Brokerage's:

• CRM data
• Scripts
• Systems
• Training materials
• Templates
• Processes
• Internal policies

for personal or competitive use.

5. Geographic Scope

This Agreement applies to all markets in which Brokerage operates, including but not limited to:

• North Carolina
• South Carolina

6. No Circumvention

Agent agrees not to use third parties to circumvent the restrictions of this Agreement.

7. Remedies

Agent agrees that violations of this Agreement will cause irreparable harm.

Brokerage is entitled to:

a. Injunctive relief
b. Monetary damages
c. Attorney's fees
d. Court costs
e. Any other legal remedies

8. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain valid.

9. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina.

10. Acknowledgment

By selecting the Agreement and Authorization checkbox during the onboarding process, agent acknowledge that:

• This Agreement is reasonable
• The restrictions are necessary
• They voluntarily agree