

FRANCHISE DISCLOSURE DOCUMENT



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We have developed a distinctive business system that involves the delivery of real estate brokerage services, and other services through KELLER WILLIAMS® REALTY Market Centers. In this disclosure document, we offer the right in specific Regions to recruit screen and evaluate for us prospective Franchisees who desire to operate Market Centers, and to provide certain services related to the development, training and operations of those Franchisees (defined herein).

The total initial investment necessary to begin operation of a Regional Office franchised business is \$141,000 to \$441,500. This includes \$10,000 to \$18,000 that must be paid to us for the right to market franchises for Market Centers and to provide services to Franchisees. These figures are based on a \$2,000 per Market Center initial fee and your being required to develop 5 to 9 Market Centers during the initial period.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Disclosure Document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Debbie Gardner in our Franchise Systems at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract(s) carefully. Show your contract(s) and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: March 31, 2023, as amended September 20, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Keller Williams Regional Representative business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Keller Williams Regional Representative franchisee?	Item 20 or Exhibit C list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR MICHIGAN**

(Regional Representative)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

**KELLER WILLIAMS REALTY, INC.
FRANCHISE DISCLOSURE DOCUMENT**

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor:

Keller Williams Realty, Inc. was incorporated in Texas on December 21, 1994 and maintains its principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746. We conduct business under our corporate name and under the trade names “KELLER WILLIAMS®,” “KELLER WILLIAMS REALTY,” “KW LUXURY,” “KELLER WILLIAMS LUXURY,” “KELLER WILLIAMS LUXURY INTERNATIONAL,” “KW LUXURY INTERNATIONAL,” “KW COMMERCIAL,” “KW LAND,” and “KELLER WILLIAMS REALTY INTERNATIONAL.” In this Disclosure Document we refer to Keller Williams Realty, Inc. as “Franchisor,” “KWRI,” “Company,” or by use of the first person plural pronoun (i.e., we, our and us); we refer to the entity that will sign a Regional Representative Agreement as “you,” “your,” “Regional Representative,” or “Representative”; and we refer to the entity that will sign a Market Center Franchise Agreement as a “Franchisee.”

The Franchisor’s Business:

We have offered and sold franchises to develop and operate KELLER WILLIAMS market centers (“Market Centers”) and have offered and sold franchises to recruit, screen and assist in the evaluation of prospective Franchisees who desire to use our System and Trademarks to operate a single Market Center since November 22, 1995. Our business system (the “System”) is characterized by our distinctive real estate brokerage methods and techniques; recruitment methods for attracting real estate brokers or salespersons (“Associates”); financial accountability techniques; uniform standards and specifications; technology offerings; quality and uniformity of products and services; procedures for training, consulting and assistance; Keller Williams University; profit sharing program; culture; associate leadership council structure; and the advertising and promotional programs described in Item 11. The principal trademarks and service marks (“Trademarks”) we use to describe and identify the System, are listed in Item 13. Except for the Market Center and Regional Representative programs described below, we have not offered franchises in any other line of business in the United States and Canada.

We currently have direct or indirect ownership interests in certain company-affiliated Market Centers and Regions that are part of our core franchise business. We or our parents, affiliates and/or owners and executives also have direct or indirect ownership interests in certain ancillary real estate businesses. These interests and businesses are described below in Item 1.

Market Centers

We are the direct owners of three Market Centers in the South Texas Region, namely the Austin SW, Lake Travis and Austin NW Market Centers, but we are in the process of selling these three Market Centers to certain of our executives listed in Item 2 and other third parties.

Regions

As further detailed below, the Colorado, Mid-American, North Central, Northwest, Southwest, and Carolinas Regions are owned by entities affiliated with us and we serve as Regional Representative in the South Texas Region, but we are in the process of selling 50% of our Southwest Region and granting profit interests with respect to the other 50% to certain individuals named in Item 2 and third parties. Specifically, the Colorado Region is owned by a limited partnership affiliated with us named The Republic of Colorado, Ltd. The 1% General Partner of the limited partnership is KW Colorado Management, LLC, which is 100% owned by us. The remaining limited partnership interests in The Republic of Colorado, Ltd. includes 39.9950% owned by us and the remainder is indirectly owned by individuals named in Item 2 and third parties. The Mid-American Region is owned by a limited

partnership affiliated with us named KW Mid-American Region, Ltd. The 1% General Partner of the limited partnership is KW Mid-American Management, LLC which is 100% owned by us. The remaining limited partnership interests in KW Mid-American Region, Ltd. are indirectly owned by us, individuals named in Item 2 and a third party. The North Central Region is owned by a limited partnership affiliated with us named KW North Central Region, Ltd. The 1% General Partner of the limited partnership is KW North Central Region GP, LLC, which is 100% owned by us. The remaining limited partnership interests in KW North Central Region, Ltd. are indirectly owned by us, individuals named in Item 2, and third parties. The Northwest Region is owned by a limited partnership affiliated with us named KW Northwest Region, Ltd. The 1% General Partner of the limited partnership is KW Northwest Management, LLC, which is 100% owned by us. The remaining limited partnership interests in KW Northwest Region, Ltd. are indirectly owned by us, individuals named in Item 2, and third parties. The Southwest Region is owned by a limited partnership affiliated with us named KW Southwest Region, Ltd. The 1% General Partner of the limited partnership is 100% owned by Region Investco, Ltd. Region Investco, Ltd. is the 99% limited partner and is owned by Region Investco GP, LLC (1%) and indirectly owned by us, individuals named in Item 2, and third parties. The Carolinas Region is owned by a limited partnership affiliated with us named KW Carolinas Region, Ltd. The 1% General Partner of the limited partnership is 100% owned by Region Investco, Ltd. Region Investco, Ltd. is the 99% limited partner and is owned by Region Investco GP, LLC (1%) and indirectly owned by us, individuals named in Item 2, and third parties. Certain of our directors and officers own or operate real estate brokerage businesses under the System and the Trademarks. See Items 2 and 20. Our agents for service of process are listed in Exhibit K.

Other Businesses

In August 2019, we launched KW Marketplace, which is our proprietary online store available to all Associates and franchisees. The KW Marketplace is an easy, one-stop shop for products and services to enhance and support our Associates' and franchisees' businesses. In addition to our products and services, we will contract with third party vendors who desire to offer their services and products via the KW Marketplace. We will not charge you or your Associates any fees to access the KW Marketplace. If you and/or your Associates choose to purchase these services and/or products through the KW Marketplace you and/or your Associates will pay agreed upon fees to us or the third-party developers through agreed upon purchase terms through the KW Marketplace portal. (See Item 8.)

In November 2021, we launched Keller Successful Career Opportunities in Real Estate (nicknamed KSCORE), in partnership with Kaplan Real Estate Education. Through the partnership, KSCORE offers state-approved prelicensing curriculum, via Kaplan Real Estate Education, for aspiring real estate agents and continued real estate education credits for existing agents. Kaplan Real Estate Education's platform offers distinct education-delivery formats, including home study, online, and live online courses, and a wide selection of state-approved courses and packages. Each student is provided the basic education at no cost to the student unless they chose to upgrade to different package.

We launched KW Prep in December 2021. KW Prep is a real estate training program geared towards aspiring and newly licensed agents on the right path as they launch their real estate businesses. KW Prep unpacks the tools, strategies, and mindset that will help new agents develop their career right out of the gate. To participate, you must sign an addendum in the form attached as Exhibit I to this Disclosure Document and pay us certain continuing fees. See Item 6.

Our Parents, Predecessors and Affiliates:

Parents

We do not have any parents required to be disclosed in this Disclosure Document.

Predecessors

We have one predecessor required to be disclosed in this Disclosure Document.

On November 22, 1995, Keller Williams, Inc. Realtors (our “Predecessor”) transferred to us all its existing Market Center franchise agreements and Regional Representative agreements, as well as ownership of the Trademarks and System and certain other assets described in the financial statements presented in Exhibit A to this Disclosure Document. From October 1987 to November 22, 1995, our Predecessor offered franchises for Market Centers and the Regional Representative program described below. Our Predecessor directly or indirectly has operated a real estate brokerage business since October 1987; it has not offered franchises in any other line of business. At this time, we have no parents.

International Franchising Affiliate

In February 2012, our affiliate KW Worldwide Dutch B.V., granted its first master license agreement for development of real estate franchises in areas outside of the United States and Canada. In 2016, we restructured and transferred all master license agreements with real estate franchises in areas outside of the United States and Canada to our affiliate KW Worldwide, Ltd. (“KW Worldwide”). We provide services to support franchisees of KW Worldwide. KW Worldwide shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746

Affiliated Regions

On October 27, 2011, our affiliate The Republic of Colorado, Ltd. was formed to develop and support the Market Centers in the Keller Williams Colorado Region pursuant to our Regional Representative Agreement. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On June 26, 2012, our affiliate KW Mid-American Region, Ltd. was formed to develop and support the Market Centers in the Keller Williams Mid-American Region. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On May 1, 2012, our affiliate KW Southwest Region, Ltd. was formed to develop and support the Market Centers in the Keller Williams Southwest Region. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On March 28, 2013, our affiliate KW Northwest Region, Ltd. was formed to develop and support Market Centers in the Keller Williams Northwest Region. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On October 23, 2013, our affiliate KW North Central Region, Ltd. was formed to develop and support Market Centers in the Keller Williams North Central Region. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On February 20, 2015, our affiliate KW Carolinas Region, Ltd. was formed to develop and support Market Centers in the Keller Williams Carolinas Region. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

Affiliated Vendors and Service Providers

On November 1, 2017, our affiliate KW Insurance, Ltd. was formed to operate a business offering home insurance quotes online. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746. It operates under the trade name “Keller Covered.”

On April 26, 2018 our affiliate Business MAPS, Ltd. was formed to offer business coaching services. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

On August 17, 2018, we acquired Smarter Agent Mobile, LLC, as a wholly owned subsidiary. Smarter Agent Mobile, LLC provides MLS data services for the System. It shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746.

Our Chief Executive Officer and Chairman of the Board Gary Keller co-owns Rellek Publishing Partners, Ltd. (“Rellek”), which is an approved supplier of educational and training content that Rellek licenses to us and an outside publisher. Rellek maintains its principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, TX 78746. Rellek has not offered franchises in any line of business and has never operated a real estate brokerage business.

Gary Keller and certain of our current executives and other third parties have indirect, minority ownership interests in Mutual of Omaha Mortgage, Inc., which purchased certain assets of affiliate Keller Mortgage, LLC dba Keller Mortgage, an Ohio limited liability company on February 15, 2023. Keller Mortgage LLC previously operated as a mortgage lender that provided loans to customers of Franchisees and their Associates in certain select markets and previously entered into a series of joint ventures to do so in certain other select markets. Keller Mortgage, LLC is in the process of selling its existing mortgage joint venture interests. The last known address for Keller Mortgage, LLC was 4725 Lakehurst Ct., Suite 400, Dublin, Ohio 43016.

In late 2021, an affiliate created Keller Title, LLC to be a minority investor in title services joint ventures in certain select markets where permissible under applicable law. Keller Title, LLC is a Texas limited liability company and shares our principal place of business at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746. The initial set of title services joint ventures opened in the second quarter of 2022. Effective January 1, 2023, we took ownership of Keller Title, LLC.

We launched our Keller Williams Expansion Network (“KWEN”) in 2021 to provide Expansion Agents the opportunity to grow beyond state borders with consistent branding and models through a series of company-affiliated Market Centers. We describe each existing KWEN location as a company-affiliated Market Center in Item 20 of this FDD. We are currently evaluating KWEN as well as other programs to provide Expansion Agents opportunities in other markets.

Launched in 2021, Livian, LLC is an all-in-one platform of services and systems for real estate team acceleration, that simplifies homeownership for clients and agents. For real estate teams, Livian, LLC’s platform offers a host of expansion services, including agent-centric marketing services, diversified lead generation and automated conversion strategies, on-the-ground staffing support, and training and coaching to fuel agents’ growth. For consumers, including buyers, sellers, and investors, Livian, LLC offers a full suite of home services, with mortgage, title and insurance offerings.

In August 2022, we launched the Real Agent Perks program, which makes medical, dental, vision, term life, and other insurance and related products available to Keller Williams real estate agents and employees of Keller Williams Market Centers located in the United States. To launch this program, we established Real Estate Agent Insurance Services, LLC (REAIS), an affiliate of KWRI and a licensed insurance producer in all 50 states. REALIS is involved in marketing and advertising this program, but not

in selling, soliciting or negotiating insurance products. For each insurance policy purchased through the program, REAIS receives a commission.

In early 2022, an affiliate created Real Intelligent Sales Engagement, LLC, a Texas limited liability company (“RISE”) to acquire the assets of Real Intelligent Sales Engagement, LLC dba R.I.S.E., an Arizona limited liability company, which is a lead conversion platform for residential real estate available to real estate agents. Effective January 1, 2023, we took ownership of RISE.

In April 2022, our Chief Executive Officer and Chairman of the Board Gary Keller joint ventured with a third party to operate 72SOLD National, LLC, which is a marketing home sales program available to real estate agents. The joint venture’s principal place of business is 7333 E. Doubletree Ranch Road, Ste 100B Scottsdale, AZ 85258.

Description of Regional Representative Businesses:

We offer the right to recruit, screen and assist in the evaluation of prospective Franchisees who desire to use the System and Trademarks to operate a single Market Center in a specific geographic area (each an “Awarded Area”), and to provide certain initial and continuing services for development, training, support, and operations of those Franchisees. Each Regional Representative relationship is governed by a Regional Representative Agreement under which you have the right and obligation to ensure that specific standards related to the Market Centers are met, and the Market Centers are developed and serviced in a specific geographic region described in the Regional Representative Agreement (“Region,” as described in Item 12). You may not develop Market Centers as a Franchisee yourself, but your affiliates and your owners may be eligible to develop a Market Center pursuant to a Market Center Franchise Agreement. Market Centers may also be developed by other Franchisees that you have solicited, screened, evaluated, referred to and approved by us. A form of the Regional Representative Agreement that you must sign is attached to this Disclosure Document as Exhibit B. Each Market Center to be developed by a prospective Franchisee will be under the form of Market Center Franchise Agreement we are using for new Franchisees. We only describe terms and provisions of the Regional Representative Agreement in this Disclosure Document; although we may refer to Market Center Franchise Agreements for Market Centers in this Disclosure Document in connection with your obligations to Franchisees who have executed Market Center Franchise Agreements with us and operate Market Centers in your Region. Before you sign a Regional Representative Agreement, we will require that you complete and sign an Application for our consideration as a prospective Regional Representative.

You and certain of your principal owners that we designate (each a “Controlling Principal”) must accept the confidentiality, non-competition and other restrictions under the Regional Representative Agreement and must guarantee your financial obligations to us. See Items 14 and 15. Your other direct and indirect owners and your other officers, directors, managers and other senior executives who we do not designate as Controlling Principals will be designated as “Representative’s Principals” and will be required to sign an undertaking acknowledging that they are bound to certain personal duties under the Regional Representative Agreement, including confidentiality, non-competition and other restrictions or obligations. You, your Controlling Principals and Representative’s Principals will also be obligated to ensure that you, your Controlling Principals, your Representative’s Principals and all other persons and entities directly or indirectly affiliated with you, including all of your employees (collectively, your “Representative’s Group”), comply with certain obligations under the Market Center Franchise Agreement. You must designate, and we must approve, one of your Controlling Principals to be your Operating Principal, who must hold the minimum percentage of ownership required. See Items 14 and 15. Either you or your Operating Principal must be an existing and duly licensed real estate salesperson or broker.

22 Representatives were operating as of December 31, 2022. Our Franchisees were operating a total of 784 Market Centers as of December 31, 2022 in the United States and Canada. (See Item 20).

All segments of the real estate brokerage business are highly developed, competitive, and are often significantly affected by demographic changes and by local and national economic conditions. Franchisees compete with a large number of established independent and franchised or licensed real estate brokerage businesses.

Industry-Specific Regulations:

All states have laws and regulations governing the operation of real estate brokerage offices, and you must comply with the provisions in your area. These laws and regulations affect how you conduct business. We urge you to familiarize yourself with the provisions that would apply to your business as a Regional Representative and the businesses of the Market Centers located in the Region.

The Federal Trade Commission has issued a Trade Regulation Rule Concerning Franchises and Business Opportunity Ventures, which regulates the offer and sale of franchises. In addition, numerous states have laws and regulations that also dictate the manner in which franchises may be offered and sold in that state. As a Regional Representative, you must comply with these laws in the offer and sale of Market Center franchises, which may include registering as a franchise broker or subfranchisor in some of these states. If you are required to register separately in any of those states, you will incur that expense.

ITEM 2 BUSINESS EXPERIENCE

Gary W. Keller: Chief Executive Officer and Chairman of the Board

Mr. Keller is the co-founder of the Keller Williams business concept. He was named CEO and Chairman of the Board for KWRI in December 2022. Mr. Keller previously served as Executive Chairman of KWRI and KW Accelerator Studios, LLC from October 2020 through November 2022. Mr. Keller has served as Chairman of our Board and a Director, among other positions, in Austin, Texas since our inception in October 1983. In addition, Mr. Keller served in various positions of us and our Predecessor in Austin, Texas from October 1983 to August 2009 including: President, Vice-President, Secretary, and Treasurer. Mr. Keller also co-owns Rellek Publishing Partners, Ltd., which is our publishing company affiliate. Mr. Keller has been a licensed real estate broker in Texas since 1979.

Mo Anderson: Member, Board of Directors

Mrs. Anderson has served as a Director since December 2005. She served as Vice Chairman of our Board from December 2005 to July 2022. She previously also served as our Chief Executive Officer from January 1995 through November 2005. Mrs. Anderson has owned and operated a Market Center in Edmond, Oklahoma since March 1993. She has been Operating Principal of the Oklahoma Region located in Tulsa, Oklahoma since its inception in September 1992. Mrs. Anderson started her real estate career in 1975 and is a licensed real estate broker in Oklahoma.

Mary Pfluger: Member, Board of Directors

Ms. Pfluger has been a member of our Board since December 2005.

John Keller: Member, Board of Directors and Head of Transformation

Mr. Keller has been a member of our Board since January 2015. He has been Head of Transformation for KWRI since January 2023. Mr. Keller previously served as Head of Transformation for KW Accelerator Studios, LLC from July 2021 through December 2022. Mr. Keller is also a Manager of KW Insurance, Ltd. (aka Keller Covered), and has held that position since June 2018.

Mitchell S. Johnson: Member, Board of Directors

Mr. Johnson has been a member of our Board since January 2015. He has been Chief Executive Officer of Keller Capital, LLC in Austin, Texas since May 2012 and was Investment Manager for Keller Williams Realty, Inc. from May 2010 to April 2012.

Jason Abrams: Head of Industry and Learning

Mr. Abrams has served as Head of Industry and Learning for KWRI since January 2023. He previously served as Head of Industry for KW Accelerator Studios, LLC from February 2021 to December 2022. He joined KWRI on January 1, 2019 as our Vice President of Industry. Mr. Abrams served as Operating Principal of the Keller Williams Realty West Bloomfield Market Center in Farmington Hills, Michigan from January of 2016 to August 2019. Prior to that time, Mr. Abrams was a Keller Williams Associate in Farmington Hills, Michigan from 2012 to 2016 and also from 2002 to 2004; in McLean, Virginia from 2011 to 2012; in Commerce Township, Michigan from 2004 to 2012; in Scottsdale, Arizona from 2008 to 2009; and in Novi, Michigan from 2002 to 2003.

Sajag Patel: Chief Operating Officer

Mr. Patel was promoted to Chief Operating Officer for KWRI in June 2022. Previously, Mr. Patel served as Head of Coaching, Communities & Learning for KWRI, from April 2022 to May 2022, as VP of Segments for KWRI from September 2021 to April 2022 and as MAPS Executive Director of Strategy for KWRI from August of 2019 to September 2021. Mr. Patel also has served as a MAPS Executive Coach for KWRI from December 2018 to the present, a MAPS Head Coach for KWRI from December 2017 to December 2020 and a MAPS Coach for KWRI from August 2015 to the present. All positions were located in Strongsville, Ohio until January 2021 and then in Austin, Texas from January 2021 to the present.

Marc King: President

Mr. King was named President of Keller Williams in February 2021. Previously, Mr. King served as our Co-Director of Growth, with Matt Green, from January 2020 to February 2021 and as a Divisional Leader from July 2019 to January 2020. Mr. King joined Keller Williams in 2000 and has served as the Team Leader and Market Share Developer at KW Chesterfield and Operating Principal at KW Omaha.

Matt Green: Head of Agent Growth and Experience

Mr. Green was named Head of Agent Growth and Experience of Keller Williams in February 2021. Previously, Mr. Green served the company as Co-Director of Growth, with Marc King, from January 2020 to February 2021 and as a Divisional Leader from July 2019 to January 2020. From 2012 to January 2020, Mr. Green was the Regional Director for the Keller Williams Utah Region. From September 2006 to the present, Mr. Green has also been President of Green Capital, Inc.

Chris Cox: Chief Digital and Technology Officer

Mr. Cox has served as Chief Digital and Technology Officer for KWRI since January 2023. He previously served as Chief Digital and Technology Officer of KW Accelerator Studios, LLC from March 2021 to December 2022. Prior to joining KW Accelerator Studios, LLC, Mr. Cox served as a Partner with Bain & Company from March 2019 to March 2021 in Austin, Texas. Prior to Bain & Company, Mr. Cox served as Chief Digital Officer for USAA from April 2014 to January 2020 in San Antonio, Texas.

William E. Soteroff: President of KW Worldwide

Mr. Soteroff was named President of KW Worldwide in February 2015. He is also the Operating Principal of KW Canada and has held that position since November 2020. He was Vice President of KW Worldwide from October 2013 to February 2015. Prior to that time, Mr. Soteroff was Executive Vice President, US and International Operations for RE/MAX, LLC in Denver, Colorado from January 2011 to July 2013, and Senior Vice President, International Operations for RE/MAX, LLC in Denver, Colorado from January 2007 to January 2011.

Debbie Gardner: Director, Franchise Systems

Ms. Gardner became our Director, Franchise Systems (aka Commitment Director) in May 2016. Prior to that time, she was Vice President, Franchise Services for Focus Brands in Austin, Texas from July 2010 to March 2016.

**ITEM 3
LITIGATION**

PENDING

Christopher Moehrl, on behalf of himself and all others similarly situated v. The National Association of Realtors, Realty Holdings Corp., Homeservices of America, Inc., RE/MAX Holdings, Inc., Keller Williams Realty, Inc., Case Number 19-cv-1610, in the United States District Court, Northern District of Illinois. Plaintiff filed this Class Action Complaint on March 6, 2019, which alleges that the Defendants in this case conspired to require plaintiff home sellers to pay buyer brokers' commissions at an inflated rate when listing a property on twenty Multiple Listing Service ("MLS") sites, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. We were served with the Complaint on March 13, 2019. Plaintiff is suing for violation of the Sherman Act and is seeking treble damages, attorneys' fees and injunctive relief. We retained counsel and filed a motion to dismiss for failure to state a claim upon which relief can be granted on May 17, 2019. This matter was consolidated with another previously filed matter (*Sawbill Strategic, Inc. v. The National Association of Realtors, Homeservices of America, Inc., Keller Williams Realty, Inc., Realty Holdings Corp., and RE/MAX Holdings, Inc.*, Case Number 119-cv-02544, in the United States District Court, Northern District of Illinois) on June 24, 2019, under the style *Christopher Moehrl, Michael Cole, Steve Darnell, Valerie Nager, Jack Ramey, Sawbill Strategic, Inc., Daniel Umpa, and Jan Ruh v. The National Association of Realtors, Realty Holdings Corp., Homeservices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, The Long & Foster Companies, Inc., RE/MAX LLC, and Keller Williams Realty Inc.*, Case Number 19-cv-1610, in the United States District Court, Northern District of Illinois. The court certified a class consisting of home sellers who listed their properties on one of the twenty MLS sites at issue. We will continue to defend ourselves in this matter.

Joshua Sitzler and Amy Winger, on behalf of themselves and all others similarly situated vs. The National Association of Realtors, Realty Holdings Corp., Homeservices of America, Inc., RE/MAX Holdings, Inc., and Keller Williams Realty, Inc., Civil Action No. 4:19-cv-00332-SRB, in the United States District Court for the Western District of Missouri. Plaintiffs filed this *Moehrl* copycat Class Action Complaint on March 30, 2020, which alleges that the Defendants in this case conspired to require Plaintiff home sellers to pay buyer brokers' commissions at an inflated rate when listing a property on four Multiple Listing Service ("MLS") sites within Missouri, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Plaintiffs are suing for violation of the Sherman Act and are seeking treble damages, attorneys' fees and injunctive relief. The court certified a class consisting of Missouri home sellers and denied the Defendants' motions for summary judgment. Trial is scheduled for October 16, 2023. We will continue to defend ourselves in this matter.

Gary Bauman, Mary Jane Bauman, and Jennifer Nosalek, individually and on behalf of all others

similarly situated vs. MLS Property Information Network, Realty Holdings Corp., Homeservices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, RE/MAX LLC, and Keller Williams Realty, Inc., Civil Action No. 1:20-cv-12244, in the United States District Court for the District of Massachusetts. Plaintiffs filed this *Moehrl* copycat Class Action Complaint on December 17, 2020, which alleges that the Defendants in this case conspired to require Plaintiff home sellers to pay buyer brokers' commissions at an inflated rate when listing a property on a Multiple Listing Service ("MLS") site, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Plaintiffs are suing for violation of the Sherman Act and are seeking treble damages, attorneys' fees and injunctive relief. The court denied the defendants' motions to dismiss, and discovery has proceeded. We will continue to defend ourselves in this matter.

Judah Leeder individually and on behalf of all others similarly situated, vs. The National Association of Realtors, Realty Holdings Corp., Homeservices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, The Long & Foster Companies, Inc., RE/MAX LLC, and Keller Williams Realty, Inc., Civil Action No. 1:21-cv-00430, in the United States District Court for the Northern District of Illinois. Plaintiffs filed this *Moehrl* copycat Class Action Complaint on January 27, 2021, which alleges that the Defendants in this case conspired to require Plaintiff home buyers to pay buyer brokers' commissions at an inflated rate when listing a property on a Multiple Listing Service ("MLS") site, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Plaintiffs are suing for violation of the Sherman Act and are seeking treble damages, attorneys' fees and injunctive relief. Defendants have filed a motion to dismiss the Plaintiffs' amended complaint and that motion is pending. We will continue to defend ourselves in this matter.

James Havassy v. Keller Williams Realty, Inc., et al., Civil Action No. 2:21-CV-4609, in the Eastern District of Pennsylvania. Plaintiff filed this putative class action on September 24, 2021, alleging that Keller Williams Realty, Inc. is vicariously liable for alleged violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 by two independent realtors associated with a franchisee market center. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. This case was not part of the class settlement agreement entered in the *DeShay* case. We will continue to defend ourselves in this matter.

Wayne Garvey v. Keller Williams Realty, Inc., et. al. Civil Action No: 2-23-cv-920, in the United States District Court for the District of Nevada. Plaintiff filed this putative class action on June 12, 2023 alleging that Keller Williams Realty, Inc. is vicariously liable for the alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, by an independent real estate agent associated with a franchisee market center. Plaintiff named the real estate agent as a defendant as well. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. We will vigorously defend against this matter.

Inga Dow v. Keller Williams Realty, Inc., John Davis, Go Management, LLC, David Osborn, Smokey Garrett, and Gary Keller; Civil Action No. 4:21-CV-1209-P, in the United States District Court, Northern District of Texas, Fort Worth Division. Plaintiff filed this action on November 2, 2021, alleging claims against Keller Williams Realty, Inc. under Title VII of the Civil Rights Act of 1964, the Texas Labor Code, and the Americans with Disabilities Act. Plaintiff alleged claims against Keller Williams Realty, Inc. for tortious interference, against Gary Keller for negligent supervision, and against others. All defendants filed a motion to dismiss and, Keller Williams Realty Inc. and Gary Keller also filed, in the alternative, a motion to compel arbitration. On September 9, 2022, the Court granted the motion to compel arbitration of the claims filed against Keller Williams Realty, Inc. and Gary Keller. The Court also stayed Plaintiff's claims against the other defendants. Keller Williams Realty, Inc. and Gary Keller will continue to vigorously defend against the matter.

John Davis v. Inga Dow, Keller Williams Realty, Inc., Gary Keller, and Josh Team, Civil Action No. 4:22 cv-00970-O, in the United States District Court, Northern District of Texas, Fort Worth Division ("Litigation"). Keller Williams Realty, Inc. Gary Keller and Josh Team are "Defendants." Plaintiff filed the Litigation on November 27, 2022, alleging claims against Inga Dow, for among other things, abuse of process for filing the above-described lawsuit, against Keller Williams Realty, Inc. for fraud by omission

and breach of contract, and against Gary Keller for civil conspiracy, breach of fiduciary duty, breach of good faith and fair dealing, breach of contract, and tortious interference with contract. On March 13, 2023, the Court heard Defendants' motion to compel the Litigation to arbitration and thereafter ordered the Plaintiffs' claims compelled to arbitration. The Court further ordered the Litigation stayed and administratively closed. Plaintiff appealed to the Fifth Circuit Court of Appeals ("Appellate Court") the Court's ruling compelling arbitration, and the Appellate Court dismissed Plaintiff's appeal. Plaintiff has not filed a demand in arbitration. Defendants will continue to vigorously defend against the matter.

Colleen L. Basinski, Bart S. Basinski, and Baz Investment Group, Inc. v. Keller Williams Realty, Inc., Gary Keller, Marc King, Dan Holt, and Colette Ching, Civil Action No. D-1-GN-23-001314, in the District Court of Travis County, Texas. Plaintiffs filed this action on March 9, 2023, alleging claims against the defendants for tortious interference. Keller Williams Realty, Inc. removed the case on March 17, 2023, to the United States District Court for the Western District of Texas, Civil Action No. 1:23-cv-00299-RP. On April 12, 2023, Plaintiffs filed a motion to remand this action back to state court, and the United States District Court denied that motion on June 8, 2023. On June 29, 2023, Keller Williams Realty, Inc., Gary Keller, and Marc King filed a motion to compel arbitration (Dan Holt and Colette Ching had not yet been served). Plaintiffs opposed that motion, and it is now fully briefed and pending before the Court. Dan Holt was served on August 18, 2023, and he filed a motion to compel arbitration on September 8, 2023. Plaintiffs intend to oppose that motion and their response is due on September 22, 2023. Defendants will continue to vigorously defend against the matter.

John Davis v. Keller Williams Realty, Inc.; Gary Keller; Josh Team; Business MAPS, Ltd; and Business MAPS Management, LLC; Civil Action No. 1:23-cv-1017, in the United States District Court Western District of Texas, Austin Division ("WD of TX Litigation"). Keller Williams Realty, Inc., Gary Keller, Josh Team, Business MAPS, Ltd., and Business MAPS Management, LLC are "Defendants." On August 29, 2023, Plaintiff filed the WD of TX Litigation after the United States District Court, Northern District of Texas, Fort Worth Division ordered Plaintiff to arbitrate his claims in the case captioned *John Davis v. Inga Dow, Keller Williams Realty, Inc., Gary Keller, and Josh Team* matter summarized above ("Initial Litigation"). Plaintiff's claims in the WD of TX Litigation are based on the alleged facts and circumstances underpinning Plaintiff's claims alleged in the Initial Litigation and, as such, the WD of TX Litigation is an attempt by Plaintiff to circumvent the decision from the United States District Court, Northern District of Texas, Fort Worth Division ordering Plaintiff to arbitrate his claims. In the WD of TX Litigation, Plaintiff's claims are plead as violations of the RICO Act, violations of the Sherman Act, and intentional fraudulent inducement. Plaintiff also alleges a claim for breach of contract against Keller Williams Realty, Inc. and a claim for general partner liability against Business MAPS Management, LLC. Plaintiff has not served the Defendants with the WD of TX Litigation. Defendants will continue to vigorously defend against the matter.

Paul Morris v. Gary Keller; Tom Lamphere; Jan Richey; CalTex Millennium, LLC; and Keller Williams Realty, Inc., Civil Action No. 23STCV21862, in the Superior Court of California, County of Los Angeles ("Litigation"). Gary Keller, Tom Lamphere, Jan Richey, CalTex Millennium, LLC, and Keller Williams Realty, Inc. are "Defendants." Plaintiff filed the Litigation on September 11, 2023, alleging a claim for intentional tort against Defendants and a claim for unjust enrichment against Keller Williams Realty, Inc. Defendants will vigorously defend against the matter.

CONCLUDED

Beverly DeShay v. Keller Williams Realty, Inc., Case No. 2022CA000457, in the Circuit Court of the Nineteenth Judicial Court in and for Indian River County, Florida. Plaintiff filed this putative class action on June 29, 2022, alleging that Keller Williams Realty, Inc. is vicariously liable for alleged violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 by independent realtors associated with one or more franchisee market centers. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. We entered into a class settlement agreement that resolved the alleged claims. Under

the terms of the settlement, we agreed to a settlement sum of \$40 million, and we also agreed to create a TCPA task force to enhance compliance, make our existing TCPA/DNC resource page on KW Connect more visible to KWRI's franchisees and their independent real estate agents, and provide additional materials to our franchisees about TCPA/DNC compliance so they could use with their independent real estate agents. The settlement sum is for the payment of approved claims to class members, settlement administration expenses, the CAFA notice, and the award of attorney fees. The class administrator has not made a final determination of approved claims yet and the payment of the attorney fee award is being made pursuant to a payment schedule that will extend into 2025. The court issued final approval of the settlement on April 19, 2023. The case was dismissed with prejudice on April 19, 2023.

Danna St. John v. Keller Williams Realty, Inc., Civil Action No. 6:19-CV-1347, in the United States District Court for the Middle District of Florida. Plaintiff filed this action on July 22, 2019, alleging that Keller Williams Realty, Inc. is vicariously liable for alleged violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 by independent realtors associated with one or more franchisee market centers. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. The class settlement agreement entered in the *DeShay* case resolved the claims alleged in this case. The case was dismissed with prejudice on August 2, 2023.

Brian Hayhurst v. Keller Williams Realty, Inc., Civil Action No. 1:19-CV-657, in the United States District Court for the Middle District of North Carolina. Plaintiff filed this action on July 2, 2019, alleging that Keller Williams Realty, Inc. is vicariously liable for alleged violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 by independent realtors associated with one or more franchisee market centers. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. The class settlement agreement entered in the *DeShay* case resolved the claims alleged in this case. The case was dismissed with prejudice on August 1, 2023.

Bruce Wright, et al. v. Keller Williams Realty, Inc., et al., Civil Action Nos. 1:18-CV-775, 1:21-CV-76, 1:20-CV-835, in the Western District of Texas. Plaintiffs filed this action on May 2, 2018, alleging that Keller Williams Realty, Inc. is vicariously liable for alleged violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 by independent realtors associated with one or more franchisee market centers. Plaintiff seeks actual and/or statutory damages, costs and injunctive relief. Two other TCPA lawsuits were consolidated with this action, including one filed against the Troy Market Center. The class settlement agreement entered in the *DeShay* case resolved the claims alleged in this case. The case was dismissed with prejudice on August 7, 2023. *David G. Cunningham v. Richard G. Geha, JR Group, Inc., Keller Williams Realty, Inc.*, Case No. RG15754368 before the Superior Court of the State of California in the County of Alameda. On September 21, 2015, David G. Cunningham, an investor in JR Group, Inc., a franchisee operating a Market Center located in Pleasanton, California, named Keller Williams Realty, Inc. in a previously filed lawsuit against Richard G. Geha and JR Group, Inc., arising from claims that JR Group, Inc. breached a written contract with Mr. Cunningham by failing to repurchase his shares in JR Group, Inc. Plaintiff is pursuing a single cause of action against us for breach of the implied covenant of good faith and fair dealing. Plaintiff alleges that we failed to timely consider and act upon a request for approval of a transfer of his ownership interest. Plaintiff seeks an award of damages, costs of suit and for other relief deemed just and proper by the Court. We filed a motion to compel contractual arbitration, which was granted. The parties to the suit participated in a settlement conference in the Alameda Superior Court on July 18, 2017. Following the settlement conference, without a finding or admission of liability, we agreed to a settlement. Pursuant to this settlement, we paid \$25,000 to Mr. Cunningham, approved the transfer of Mr. Cunningham's ownership interest in JR Group, Inc., and approved the transfer of the ownership interest of Andrew Greenwell, another investor in JR Group, Inc. Mr. Cunningham's lawsuit against us was dismissed, such dismissal precluding Mr. Cunningham from initiating or prosecuting any arbitration proceedings against us.

Jana Caudill and Leaders, LLC d/b/a Red Key Realty Leaders v. Keller Williams Realty, Inc., Case No. 1:13-CV-04693 in the United States District Court for the Northern District of Illinois Eastern Division.

Plaintiff Leaders, LLC is a former franchisee of Keller Williams Realty, Inc., and Jana Caudill is both a principal of Leaders, LLC and a former Keller Williams Realty, Inc. employee. Plaintiffs filed a complaint on June 27, 2013 and subsequently amended their complaint on July 9, 2013, alleging that Keller Williams Realty, Inc. breached a contract with Plaintiffs by disclosing the terms of a confidential settlement agreement in its Franchise Disclosure Document. Plaintiffs sought an award of damages, including liquidated damages or in the alternative actual damages in an unspecified amount, plus attorneys' fees, costs and the prohibition of future disclosures. We filed an answer, affirmative defenses and counterclaims. On April 9, 2015, the District Court granted partial summary judgment to us on the grounds that plaintiffs had failed to establish causation and damages, and rejected the claim for liquidated damages as unenforceably disproportionate in light of plaintiffs' lack of actual damages from the disclosure. On September 27, 2015, the District Court issued a further opinion denying plaintiffs' request for a permanent injunction against future disclosures, dismissing our alternative counterclaims for reformation of the settlement agreement, and entering a final order of judgment. Plaintiffs then appealed to the Seventh Circuit in *Jana Caudill and Leaders, LLC d/b/a Red Key Realty Leaders v. Keller Williams Realty, Inc.*, Case No. 15-3313, United States Circuit Court (7th Cir.). The Seventh Circuit affirmed the District Court's judgment on July 6, 2016.

GSNWR WA, LLC. v. Keller Williams Realty, Inc., AAA Case# 75-114-107-13 before the American Arbitration Association. On March 26, 2013, GSNWR WA, LLC ("GSNWR"), a former regional representative, filed an arbitration against Keller Williams Realty, Inc. ("KWRI") alleging violation of the Washington Franchise Investment Protection Act, violation of the Washington Unfair Business Practices Act-Consumer Protection Act, breach of an obligation to act in good faith and breach of contract. GSNWR alleged that it was entitled to compensation in connection with the renewal process for GSNWR. Keller Williams Realty, Inc. filed a Motion to Dismiss the Arbitration Demand and the parties mediated. Without a finding or admission of liability, Keller Williams Realty, Inc. agreed to a settlement as of December 23, 2013 and paid \$1,532,692.08 to GSNWR in a lump sum payment for past regional royalties associated with the Northwest Region. Keller Williams Realty, Inc. has also agreed to make monthly payments to GSNWR the greater of \$73,066.67, which amount increases each year at a rate of 6%, or 49% of the net income of the Region, through July 2025 related to its acquisition of the Northwest Region. The arbitration proceeding was dismissed with prejudice.

We did not file any royalty collection or other suits against our market center franchisees during our previous fiscal year.

Other than the 18 actions described above, no litigation is required to be disclosed in this Item. However, in the ordinary course of conducting a real estate business, our franchisees have been named in lawsuits related to the sale of real estate, and we, our Predecessor and some of the persons identified in Item 2 have been named as well. We do not consider these actions to be material.

ITEM 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Fees: You must pay us initial fees in an amount equal to \$2,000 times the minimum number of Market Centers you are required to open under your Regional Representative Agreement. We do not require any specific minimum or maximum number of Market Centers to be developed under the Regional Representative Agreement, but we generally expect most Regions to agree to develop between 5 to 9 Market Centers during the initial period. See Item 16 for a discussion regarding Annual Development Goals. You must pay this amount in a lump sum when you execute your Regional Representative Agreement. If we award you a Regional Representative license, the initial fees you paid are fully earned and nonrefundable. We are not obligated to refund or return any fees you paid if the Regional Representative Agreement is terminated for any reason.

During the term of your Regional Representative Agreement, you must pay us a \$2,000 fee for each additional Market Center you develop in your Region in excess of the number of Market Centers covered by your initial fee paid at execution of your Regional Representative Agreement. These fees are payable in full on or before the date we sign a Market Center Franchise Agreement with a Franchisee for a Market Center, although we may deduct our initial fees when we pay you your percentage of the initial franchise fees we receive from Franchisees who develop the excess Market Centers.

If you have executed the Regional Representative Agreement in connection with the transfer or renewal of an existing Regional Representative Agreement, then you may receive a credit on the initial fees payable for Market Centers you must develop in the Region pursuant to your new Regional Representative Agreement based on past initial fees paid to us for unrealized Market Centers that were to be developed in the Region under the previous Regional Representative Agreement.

Payment of Portion of Initial Franchise fees for Market Centers: As the Regional Representative we pay you a fee equal to 50% of each initial franchise fee paid by each Franchisee who signs a Market Center Franchise Agreement during the term of the Regional Representative Agreement for a Market Center in the Region that you recruit during the term, less our then-current initial training allocation for new Franchisees, and any deduction for initial fees due to us for excess Market Centers developed in your Region. (See Item 11). We reserve the right to increase, reduce or waive any initial franchise fee paid by a Franchisee, and as a result modify the amount of the shared portion of the initial franchise fee that you will receive commensurate with any such increase, reduction or waiver by us.

We may occasionally authorize Franchisees in your Region to offer approved services in conjunction with their Market Centers and we may charge initial fees related to the offering of such approved services. We may or may not pay you a portion of such initial fees related to such other approved services, but we anticipate that we would pay you a portion of any such initial fees paid to us by Market Centers if you will be providing services to Franchisees in connection with their offering of such approved services.

We deduct the amounts described above directly from your bank account via electronic funds transfer to cover all fees, costs and expenses described above that apply to your Regional Representative Agreement including the costs of electronic funds transfer. You must sign all authorizations bank required and you must adequately fund your bank account.

We impose the fees described in this Item uniformly on all representatives who acquire rights under this Disclosure Document.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Training Fees	Range from \$60 to \$2,500 per course and total approximately \$10,200	Before your personnel attend a particular training session.	We provide your Regional Operating Principal, Regional Director and Representative's Principals a variety of required courses that they must complete within 18 months after the effective date of your Regional Representative Agreement, or as otherwise required by the Regional Brand Standards Manuals or stated by us in writing. (See Item 11).
MAPS Mastery Regional Director Coaching Fees	Currently \$1,500 per month	On the 1 st of each month.	We require Representative's Regional Director to participate in our MAPS Coaching program for Regional Director's.
Regional Advertising Cooperative	Up to ½% of monthly Gross Revenues	Before the 7 th business day of the month.	Cooperatives are subject to the discretion and direction of the regional Associate Leadership Council. No cooperatives currently exist. (See Item 11).
National Advertising Fund	Up to ½% of monthly Gross Revenues	Before the 7 th business day of each month.	A national advertising fund is subject to the discretion and direction of the International Associate Leadership Council and may be initiated in the future. (See Item 11).
Franchise Systems Orientation Fee	\$399 for in-person	On demand.	Your Regional Operating Principal, Regional Director, and Regional Operations Manager must periodically attend our Franchise System Orientation. (See Item 11).
Transfer Fee	\$2,000 plus such actual amount of our expenses, including legal and accounting fees, related to the transfers of direct or indirect ownership in the Regional Representative Agreement entity or change in the Regional Operating Principal; our cost for documenting approved transfers by or among equity interest holders in the Region.	Before transfer.	This fee is to cover our costs in reviewing and preparing for your proposed transfer.
Renewal Fee	10% of the then-current Franchise fee or \$5,000, whichever is less.	Before renewal date.	You must give us seven months' notice. (See Item 17).
Holdover Fee	An amount equal to 75% of the fees we pay to you out of the Production Royalty that each Franchisee pays to us, which we may deduct	Monthly if you are holding over under an expired Regional Representative Agreement.	This fee is payable if you do not timely sign our then current form of Regional Representative Agreement in connection with a renewal and are still operating as a Representative in the Region after the term has expired.

Type of Fee	Amount	Due Date	Remarks
	from monies owed to you		
Offering Fee	\$10,000 in advance and then any additional amount to cover our review expenses	Before offering.	This fee is to cover our costs in reviewing your proposed securities offering.
Interest	18% or maximum rate permitted by law, whichever is less	On demand.	Applies to any payment or fee that is late. Note: 10% per annum is the highest interest rate allowed in California. Note: NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
Late Payment Fees	\$500 for the first day a continuing payment is late; \$100 per day for each additional day	On demand.	Accrues each day any material continuing payment owed to us is late. Note: 10% per annum is the highest interest rate allowed in California. Note: NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
KPA Fee	Currently \$500 per month	Monthly	This charge covers a subscription service to administer behavioral assessments to potential candidates for leadership roles in your Region.
Research and Development Fees	\$100 - \$150	On demand.	You must conduct demographic research and report results to us. We currently do not charge this fee.
Regional Brand Standards Manuals Update, Modification and Replacement Fees	Reasonable fee representing costs	On demand.	We have the right to charge for updates, modifications or replacements to the Regional Brand Standards Manuals.
Deficiency Correction Fees	Our costs	On demand.	We may charge for our costs to correct any deficiencies in your operation.
Indemnification	Varies according to loss	On demand.	You must indemnify us for any loss incurred with any action, suit, proceeding claim, demand, investigation, inquiry or settlement based upon patent, trademark or copyright issues or acts, errors and omissions or alleged infringement thereof by you or any of your Representative's Group (see below); violation or breach of the Regional Representative Agreement by you or any of your Representative's Group; any claim related to any violation of state, local or federal law or industry standard by or relating to you or any of your Representative's Group; any claim of libel, slander or defamation of Company by you or any of your Representative's Group; any acts, errors or omissions related to recruitment, training and development of Franchisees by you or any of your Representative's Group; and for disputes that arise in the Region. The Representative's Group includes you, your

Type of Fee	Amount	Due Date	Remarks
			Controlling Principals and Principals, their affiliates, successors, and assigns and each of their respective directors, officers, shareholders, members, managers, partners, attorneys, servants, employees, Associates, independent contractors, and representatives.
Attorney's Fees and Related Costs	Damages, costs, expenses, and reasonable attorney fees	On demand.	Fees are imposed when we have to enforce obligations involving, among other things confidentiality, default and termination under the Regional Representative Agreement.
Insurance	Varies according to costs	On demand.	Company may provide an Errors and Omissions insurance policy on a group rate basis on behalf of its Regions. If it does so, and if Region does not timely opt out, Region will be insured under this policy and Company will deduct Region's proportionate share of the premium amounts from Region's royalty payments.
Convention Assessment	Up to \$1,000 per year	On request.	We may require you to pay up to \$1,000 to cover costs of our annual convention.

Notes:

We deduct the amounts directly from your bank account via electronic funds transfer to cover all fees, costs and expenses described above and in your Regional Representative Agreement including the costs of electronic funds transfer. You must sign all authorizations required and you must adequately fund your bank account.

The fees and expenses described in this Item 6 are nonrefundable. The fees and expenses will be uniformly imposed on all Franchisees subject to this offering; however, the fees and expenses may vary given the applicable circumstances. Any applicable sales tax due based on fees or expenses will also be charged to Franchisees. Except as described above, no payment of fees and expenses is imposed or collected on behalf of any third party. Except as specifically stated above, the amounts of certain fees and expenses may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT*

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee (1)	\$10,000 to \$18,000	Lump Sum	On execution of the Regional Representative Agreement (See Item 5)	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Insurance (2)	\$5,000 to \$50,000	Lump Sum	Before Opening and annually	Insurance Companies
Initial Lease Payment (3)	\$0 to \$21,000	Lump Sum	Before Opening	Landlord/Utility Companies
Leasehold Improvements (3)	\$0 to \$7,500	Lump Sum	Before Opening	Vendors
Initial Office Equipment and Computer Systems (4)	\$10,000 to \$50,000	Lump Sum	Before Opening	Vendors
Initial Office Furniture	\$5,000 to \$25,000	Lump Sum	Before Opening	Vendors
Initial Office Supplies	\$5,000 to \$10,000	Lump Sum	Before Opening	Vendors
Initial Printed Materials (5)	\$5,000 to \$10,000	Lump Sum	Before Opening	Us and Vendors
Professional Expenses (6)	\$10,000 to \$20,000	Lump Sum	At Time of Service	Vendors
Initial Phone Systems (7)	\$5,000 to \$25,000	Lump Sum	Before Opening	Vendors
Travel	\$5,000 to \$10,000	Lump Sum	At Time of Service	Vendors
Services	\$6,000 to \$20,000	Lump Sum	At Time of Service	Vendors
Additional Funds - 3 to 6 months (8)	\$75,000 to \$175,000	Lump Sum	Before Opening	Not Applicable
TOTALS	\$141,000 to \$441,500			

Notes:

*Unless otherwise stated, none of the expenses described in this chart are refundable.

(1) The initial fees and any interest we earn on the initial fees you pay to us are non-refundable. We deposit the initial fees paid prior to signing the Regional Representative Agreement into our bank account immediately upon receipt regardless of whether a franchise has been or will be awarded. Although we do not require any specific minimum or maximum number of Market Centers to be developed under the Regional Representative Agreement, the estimated low amount is based on your being required to develop 5 Market Centers during the initial period and the estimated high amount is based on your being required to develop 9 Market Centers during the initial period. During the term of the Regional Representative Agreement, you will be required to pay additional initial fees for each additional Market Center you develop in the Region in excess of the Market Centers you develop during the initial period. These additional initial fees are payable in full on or before the date we sign a Market Center Franchise Agreement with a Franchisee for a Market Center. You may be required to pay or receive a credit for initial fees if you are renewing your Regional Representative Agreement or obtaining a transfer of rights to an existing Region.

(2) You must carry insurance for professional errors & omissions liability, comprehensive general liability, workers' compensation and employer's liability (unless your state requires a particular qualifying plan), automobile liability and any other insurance as required by the state or locality in which your Office is located, and maintain those insurance coverages in at least the amounts we specify. The actual premiums for the insurance will vary from the estimated semi-annual premiums provided above depending on certain factors unique to each Regional Representative, such as location, staff size, business volume, claims experience and deductibles selected. We must be named as an additional insured on all policies, except for workers' compensation. We reserve the right to procure insurance on behalf of all Regional Representatives and charge back a pro-rata share of the actual expenses.

(3) You must obtain a location for the Office that is acceptable to us in our discretion. We anticipate that you will lease your Office; however, subject to our written approval, you may use your residence as the initial Office on temporary basis. The lower estimate assumes that you are using your residence for the Office and will not pay monthly rent or utility deposits. The higher estimate assumes that you pay 2 months' rent at \$10,000 per month and that you pay \$1,000 in utility deposits. The deposit and periodic rental required under any lease will vary depending on a number of factors, including the size and location of the premises, the condition of the premises and the term of the lease. The costs of the utility deposits will vary depending on the utility services required and whether the services are paid for by the lessor of the Office premises. The lower estimate for leasehold improvements at the Office assumes no leasehold improvements will be necessary if you maintain the Office at your residence.

(4) You must have certain office equipment to operate the Office including, a voice mail system, a high-speed internet connection, a computer capable of communicating online and other equipment described in the Regional Brand Standards Manuals or otherwise required in writing. You must acquire computer systems sufficient to satisfy your needs and our requirements. The actual cost of that equipment will vary depending on the quality and quantity of computer equipment you acquire and whether the equipment is purchased or leased.

(5) You must obtain an initial inventory of printed materials, including stationery, business forms and a supply of marketing and promotional materials (which you must obtain from us).

(6) We anticipate that you will retain the services of an attorney and an accountant to review the Regional Representative Agreement and assist you in establishing your business. Your expenses for those services will vary depending on the rates of the professionals you actually retain.

(7) You must obtain a telephone system that will meet our standards and specifications, as well as service the needs of your Region and your personnel. The costs will vary depending on whether you purchase or lease the brand you select and the number of personnel with which you initially staff the Regional Office. You must also install a separate phone line that will be answered in a way that identifies the location as a Keller Williams Regional Office.

(8) We require you to maintain sufficient working capital to fulfill your obligations under the Regional Representative Agreement. We anticipate that you will need to maintain approximately \$75,000 to \$175,000 in working capital in order to satisfy your obligations during the initial three to six months of operations. These figures are estimates of the amounts needed to cover your expenses for the start-up phase of your business, including: three months of lease payments; the cost of three months of advertising and promotional expenditures; three months of payroll for employees; utilities and telephone service for three months and other inventory costs. We estimated the start-up phase to be three months from the date the Office opens for business. The amounts also include estimated costs of the Operating Principal and Regional Director to attend the Regional Clinic as described in Item 11, and all of the Market Center training for Franchisees in your Region. These amounts do not include any estimates for debt service. They also do not include salaries for a manager or other office personnel, who are not initially required for the operation of the Region. If you manage your own office, you will avoid the expense of a manager's salary. You must hire a Regional Director, and the Regional Director's salary may range between \$100,000 to \$300,000. Similarly, if you hire other personnel to assist you in the operation of the office, you may pay a salary of \$25,000 to \$100,000. You must also install a separate phone line that will be answered in a way that identifies the location as a Keller Williams Regional Office. All of these amounts are based on our knowledge of the past experiences of our licensed Regional Representatives. The needs for each Region will vary depending on conditions unique to that Region, such as the number of Market Centers operating in the Region. The actual working capital needs for each Regional Representative operating under the System will vary. Generally, at the time you sign the Regional Representative Agreement, we require you to have access to \$150,000 in cash, and provide to us evidence of its availability, in a form we approve.

Except as otherwise indicated above, we do not anticipate that any of these initial costs and any interest earned on fees deposited in our bank account will be refundable. Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control. Neither we nor any of our affiliates offer any financing.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Region in compliance with our then-current methods, standards and specifications, as stated in the then-current Regional Brand Standards Manuals or other Company directives from time to time. Failure to operate your Region in compliance with the Regional Brand Standards Manuals will be a material default. You must maintain in sufficient supply, and use at all times, only those materials and supplies that conform to our standards and specifications, unless we give you written permission to deviate. You must provide only those services that we expressly approve for delivery by a Region, and you must offer all types of services we specify. You must provide these services in the manner and style we designate, refrain from any deviation from our standards and specifications without our prior written consent, and discontinue offering any services from which we withdraw our approval. We reserve the right to inspect and to audit your compliance and to require correction of all deficiencies at your cost within timelines we specify.

You must purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including computer hardware and software), décor items, signs and other items that we direct you to use in the Regional Brand Standards Manuals or otherwise in writing from time to time. Conversely, you and Franchisees in your Region must refrain from installing or you or the Franchisee must remove any fixtures, furnishings, equipment, décor items, signs or other items we have not previously approved as meeting our standards and specifications. You and Franchisees in your Region must obtain all approvals we require in the Regional Brand Standards Manuals before purchasing, leasing or installing any fixtures, furnishings or equipment.

We do not require that you buy anything from third-party sources we specifically designate. However, you must obtain proprietary supplies, materials, furnishings and equipment only from suppliers who meet our then-current standards and specifications for these items and who possess adequate quality controls and capacity to supply your needs and the needs of Franchisees in your Region promptly and reliably. Our standards and specifications are issued and modified through the Regional Brand Standards Manuals or other written directives. We provide copies of our standards and specifications to suppliers who wish to be recognized as approved vendors or providers.

We have developed an approved vendor program as part of Keller Williams Vendor Network program. We select approved vendors in the program for specific calendar years through an application process. Vendors must renew and be accepted into the program annually. To be eligible, a vendor must be capable of providing widespread distribution and comply with our then-current program standard and procedures. Vendors must provide us extensive information about their products or services, their customer satisfaction history, and their financial condition. They must agree to sponsor various company events such as our annual company convention (Family Reunion). Individual vendor sponsorship expenses total a minimum of about \$25,000 per year. Although not contractually required to do so, we will generally notify a vendor of approval or disapproval within 30 to 60 days after we receive the required information. We allow our approved vendors to market their products and services directly to our Franchisees and Associates and to identify themselves as preferred vendors. The goal of the program is to help you and your Associates build your business through national relationships at the local level. For

questions or more information on how to take advantage of the opportunities available from the approved vendor program, please contact approvedvendor@kw.com.

Our Chief Executive Officer and Chairman of the Board, Gary Keller, co-owns Rellek Publishing Partners, Ltd. Mr. Keller and certain other executives listed in Item 2 have direct or indirect ownership interests in our affiliated regions, KW Insurance, Ltd., Business MAPS, Ltd., Smarter Agent Mobile, LLC, Keller Offers, Ltd., KW Accelerator Studios, LLC, Rellek Publishing Partners, Ltd., Keller Mortgage, LLC, Keller Title, LLC, Keller Williams, LLC, Keller Williams, Inc., Keller Williams Brokerage, LLC, Livian, LLC and Conveyance Pros, LLC. See Item 1 of this Disclosure Document for a description of the products and services offered by these affiliated suppliers. Other than these interests, none of our officers currently own an interest in any of our suppliers.

Strategic Alliances: We continue to explore and enter into strategic alliances with affiliated or third providers of ancillary goods and services. At this time, whether a Market Center enters into a business relationship with one of our affiliated or third party strategic alliance providers is optional at the Market Center's discretion and should be undertaken with the advice of their counsel knowledgeable about the Real Estate Settlement Procedures Act. We have the right to offer any or all of these services directly or through our affiliates to the Market Center's Associates. In addition, we and our affiliates have the right to offer any of these services to third parties unaffiliated with Keller Williams (such as other real estate brokerages and non-Keller Williams real estate agents).

If a Market Center declines to enter into a business relationship with one of our strategic alliance partners, we will still have the right to offer the services directly to the Market Center's Associates. In addition, if a Market Center declines to enter into a business relationship with one of our strategic alliance partners, we will still have the right to offer the declined services to third parties unaffiliated with Keller Williams (such as other real estate brokerages and non-Keller Williams real estate agents).

KW Marketplace: As stated in Item 1, we launched KW Marketplace in August 2019 to provide our Associates easy, one-stop access to technology and other applications that we believe can enhance the Associate's experience. KW Marketplace is optional for you and your Associates, but we will contract with third party vendors who desire to offer their services via the KW Marketplace and receive monies from these third-party vendors based on your and your Associates' purchase of third party services from the KW Marketplace.

Entity Creation and Maintenance: You must, at your expense, create a sole purpose business legal entity of a type of your choosing in a form approved by us that will operate your business. You are responsible for maintaining the entity in compliance with applicable state, local and federal law as well as our guidelines and standards.

Site Selection and Construction: You must purchase or lease, at your expense, a location for the Office at a site in the Region that is approved by us. After you sign the contract of sale or lease for an Office location, you must deliver a revised Information Summary to the Regional Representative Agreement setting forth the Office's street address. You must independently obtain any architectural, engineering and design services you deem necessary for the construction or remodeling of the Office at your own expense. We may provide you prototype design plans and specifications for an Office, and if we provide such plans and specifications, you must adapt them as necessary for the construction or remodeling of the Office.

Internet Connection: You must obtain and maintain a high-speed connection to the internet for the purpose of accessing our systems. This requirement is described in more detail in Item 11.

Insurance: Before beginning operations under the Regional Representative Agreement, you must obtain and maintain in full force and effect during the term of the Regional Representative Agreement

certain insurance coverage as specified in the Regional Representative Agreement. The insurance coverage must be obtained from a responsible carrier or carriers acceptable to us in our discretion, with a rating of at least “A” by Standard & Poor’s, Moody’s and A.M. Best, and must include, at a minimum, the following:

1. Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, completed operations, fire damage, advertising and products liability coverage, in a minimum amount not less than \$1,000,000 per occurrence for bodily injury and property damage.
2. Workers’ Compensation and Employers Liability insurance in the minimum amount of \$500,000 for bodily injury per accident, \$500,000 for bodily disease per employee, \$500,000 bodily disease policy limit, or such other amounts as may be prescribed by the state or locality in which your Region is located, unless your state requires that employers participate in a state-administered insurance pool (in which case you must adopt and maintain a qualifying plan).
3. Automobile liability coverage, including coverage of any owned, non-owned and hired vehicles, in amounts not less than \$1,000,000 combined single limit.
4. Errors and omissions liability insurance in the minimum amount of \$1,000,000 per occurrence covering all franchise solicitation, sales and servicing activities in which you engage. We reserve the right to facilitate the purchase of a group E&O Insurance policy that complies with our minimum guidelines.
5. Other insurance as may be required by the state or locality in which Office is located and operated.

All policies, except for workers’ compensation, must be endorsed to Keller Williams Realty, Inc. as an additional insured, and include a waiver of subrogation in favor of us and our subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, members, managers, partners, employees, servants, representatives, independent contractors and associates.

In addition, we recommend, but do not require you to carry the following insurance coverage: (i) Employment Practices Liability Insurance written on a “claims made” policy form in an amount of not less than \$300,000 combined single limit per occurrence and \$300,000 in the aggregate and (ii) Cyber Liability Insurance, in an amount not less than \$5,000,000 per claim and annual aggregate.

Advertising and Trademarks: All advertising and promotional materials, signs, decorations, paper goods (including all forms and stationery used by Franchisees), and other items which we may designate must bear the Trademarks in the form, color, location and manner we require. In addition, all of your advertising and promotion in any medium must conform to our then-current standards and requirements as provided in our Identity & Style Guide, the then-current Regional Brand Standards Manuals or otherwise. You must obtain our written approval before using any advertisements, promotion plans or materials that vary from our Identity & Style Guide or Regional Brand Standards Manuals. If you desire to advertise your business on the internet using a domain name that incorporates any of our Trademarks, you must first apply for and be granted a license from us authorizing the use of the domain name you wish to use in connection with such advertising. The domain name agreement will expire contemporaneously with the expiration of the Regional Representative Agreement and at such time the domain name licensed to you will automatically revert back to us. You agree to take all steps necessary to transfer the registration of the domain name to us, at our request. You must take all appropriate actions deemed necessary by us to cause the Franchisees in the Region and their respective Associates to refrain from any improper or unapproved usage of the internet.

As a Regional Representative, you are authorized, with prior written approval, to register a trade name or a “doing business as” name in compliance with your applicable local state regulations as well as compliance with applicable state and local regulatory boards and associations for your profession.

* * *

We are an approved supplier for software technology, training live and recorded, design services and printed materials bearing the Trademarks including books and audio books we purchase from Rellek and resell to Franchisees and their Associates. See Item 6. For the fiscal year ended December 31, 2022, we had revenues of \$637,074,155, net of real estate platform revenue of \$15,455,878. Of this amount, revenues from the purchase or use of the above-described products and services by our Market Center franchisees and regional representatives (and not otherwise described in Item 6) were \$69,437,843. These revenues were derived from Training Events/Products, Associate Tech Fees, Marketing Development Fees, shipping revenue, and Technology Fees. This represents approximately 10.9% of our revenues (net of real estate platform revenue) for the year.

Our Chief Executive Officer and Chairman of the Board Gary Keller and certain other executives listed in Item 2 have ownership interests in a number of affiliates and other related parties that may offer and sell products and services to Market Center franchisees and their Associates. The below chart lists these affiliates and their revenues from selling products and services to Market Center franchisees during our 2022 fiscal year (if any).

Affiliate or related Entity	2022 Fiscal Year Revenues From Market Center Franchisee Purchases*
KW Insurance, Ltd.	\$0
Business MAPS, Ltd.	\$0
Smarter Agent Mobile, LLC	\$0
KW Accelerator Studios, LLC (currently inactive)	\$0
Rellek Publishing Partners, Ltd.	\$1,285,098
Keller Mortgage, LLC (currently inactive)	\$0
Keller Title, LLC	\$0
Keller Williams, LLC	\$0
Keller Williams, Inc	\$0
Keller Williams Brokerage, LLC	\$0
Livian LLC	\$0
Keller Offers, Ltd. (currently inactive)	\$0
Conveyance Pros, LLC (currently inactive)	\$0
Real Intelligent Sales Engagement, LLC	\$0
72Sold National, LLC	\$0

*Note that these amounts do not include revenues from selling products and services to Market Center Associates and other third parties. Nor have we included in this chart revenues that our affiliated regions receive from us as compensation for performing regional representative duties on our behalf since our Market Center Associates do not purchase any goods or services from our affiliated regions.

In addition to the program(s) described above, we from time to time contract with manufacturers and suppliers (including certain of our affiliates) who provide us volume discounts, rebates and other cash payments based on volume purchases of supplies, products or services used by us or our Franchisees. We anticipate that certain volume discounts, rebates and other cash payments received by us as a direct result of your purchase of supplies, products or services will be, in our sole discretion: (a) paid to you, (b) contributed to the development and implementation of our plan for advertising Keller Williams services, (c) retained by us, or (d) otherwise used to benefit the Keller Williams System. In all cases, we will

deduct our expense to coordinate, evaluate and test supplies, products or services. We reserve the right to receive revenue and make a profit from the sale of products or services to you by our affiliates, vendors, or other third parties.

Except as described above, neither we nor our affiliates derived any revenue from purchases made or leases entered into by our Franchisees or Regional Representatives. Our affiliate, Rellek, receives royalty payments from the direct or indirect sale of books and audio books to our Franchisees and Associates. We anticipate receiving revenues from third party vendors based on sales of third party services purchased by our Franchisees and agents from the KW Marketplace.

There are presently no purchasing or distribution cooperatives in which you must participate. Other than as described above, we do not provide any material benefits to a Franchisee based on a Franchisee's use of designated or approved suppliers or on a Franchisee's purchase of particular products or services. However, when considering whether to renew a Regional Representative Agreement or Market Center Franchise Agreement, or enter into additional Regional Representative Agreements or Market Center Franchise Agreements with existing Regional Representatives or Franchisees, we consider, as a factor in the determination, the Regional Representative's or Franchisee's compliance with the terms of the Regional Representative Agreement or Market Center Franchise Agreement, including those terms described above.

We estimate that the required purchases described above will represent approximately 0-5% of all your purchases to establish your Region and 5-15% of all your purchases to operate your Region.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the regional representative and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 2.03	Items 8 and 11
b. Pre-opening purchases/leases	Section 2.03	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 2.03, 6.01 and 6.02	Items 8 and 11
d. Initial and ongoing training	Sections 6.02(e) and 6.02(l)	Items 6 and 11
e. Opening	Sections 2.02 and 6.02	Items 7, 8 and 11
f. Fees	Sections 5.01, 5.02, 5.03 and 5.04	Items 5 and 6
g. Compliance with standards and policies and Regional Brand Standards Manuals	Sections 6.02(f), 7.01 and 8.01	Items 11, 14 and 15
h. Trademarks and proprietary information	Sections 7.01, 8.01 and 10.02	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 2.01, 2.02 and 6.02(a)	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Sections 2.02 and 6.02	Items 11 and 12
l. Ongoing product/service purchases	Section 6.02(a)	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 2.03(c) and 4.01(a)	Items 8 and 11
n. Insurance	Section 11.01	Items 7 and 8

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 2.03	Items 8 and 11
b. Pre-opening purchases/leases	Section 2.03	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 2.03, 6.01 and 6.02	Items 8 and 11
d. Initial and ongoing training	Sections 6.02(e) and 6.02(l)	Items 6 and 11
e. Opening	Sections 2.02 and 6.02	Items 7, 8 and 11
f. Fees	Sections 5.01, 5.02, 5.03 and 5.04	Items 5 and 6
g. Compliance with standards and policies and Regional Brand Standards Manuals	Sections 6.02(f), 7.01 and 8.01	Items 11, 14 and 15
h. Trademarks and proprietary information	Sections 7.01, 8.01 and 10.02	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 2.01, 2.02 and 6.02(a)	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
o. Advertising	Section 10.01	Items 6 and 11
p. Indemnification	Section 17.02	Items 6 and 17
q. Owner's participation/management/staffing	Sections 6.01 and 15.01	Item 15
r. Records and reports	Section 9.01	Item 6
s. Inspections and audits	Section 9.01	Item 6
t. Transfer	Sections 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 13.06 and 13.07	Items 6 and 17
u. Renewal	Sections 3.02 and 3.03	Items 6 and 17
v. Post-termination obligations	Section 14.01	Item 17
w. Non-competition covenants	Section 15.02	Item 17
x. Dispute Resolution	Sections 18.01, 18.02, 18.03, 18.04, 18.05 and 18.06	Item 17
y. Other		
- Guarantee of obligations	Section 6.01(a)(10) and Controlling Principals' Guaranty	Item 15
- Entity Creation/Maintenance	Sections 1.08 and 6.01(a)	Item 8

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations: Before you begin operations in your Region, we will provide the following assistance and services.

1. We will review and approve or reject the site for your Office (Regional Representative Agreement, Section 2.03).
2. We may provide you, but are not obligated to provide, in electronic format, specifications for an office, which you may adapt for construction or remodeling of the Office (Regional Representative Agreement, Section 4.01(a)).
3. We will provide access to Regional Representative training for your Operating Principal, Regional Director, Regional Operations Manager and other designated members of your Representative's Group and will make available such other training programs as we deem appropriate (Regional Representative Agreement, Section 4.01(b)).
4. We will provide you, in electronic format, each of the Regional Brand Standards Manuals (Regional Representative Agreement, Section 4.01(e)).
5. If required by law, we will take reasonable actions to seek the registration of the offer and sale of Market Center franchises with appropriate state agencies (Regional Representative Agreement, Section 4.01(f)).
6. At your sole expense, we will provide an electronic version of our then-current promotional materials for recruiting of Franchisees (Regional Representative Agreement, Section 4.01(g)).

We are not required to provide any other service or assistance to you before you begin operations in the Region.

Post-Opening Obligations: We are obligated by the Regional Representative Agreement to provide the following services and assistance for the continuing operation of the Region after you begin operations:

1. We will provide certain ongoing access to Regional Representative training for your Operating Principal, the Regional Director, Regional Operations Manager and other designated members of your Representative's Group and will make available such other training programs as we deem appropriate from time to time (Regional Representative Agreement, Section 4.01(b)).
2. We will provide such other continuing advisory assistance and training to you in the recruiting of Franchisees and the development of Franchisee offices as we deem advisable (Regional Representative Agreement, Section 4.01(c)).
3. We will make available, from time to time, research data relating to the marketing of a Franchisee's services (Regional Representative Agreement, Section 4.01(d)).
4. We will provide you updates to the Regional Brand Standards Manuals for a reasonable fee based on our costs as determined by us (see Item 6) (Regional Representative Agreement, Section 4.01(e)).

5. If required by law, we will take reasonable actions to maintain the registration of the offer and sale of Market Center franchises with appropriate state agencies (Regional Representative Agreement, Section 4.01(f)).

6. At your sole expense, we will provide promotional materials for recruiting of Franchisees (Regional Representative Agreement, Section 4.01(g)).

7. We will review and process all applications of prospective Franchisees you refer to us (Regional Representative Agreement, Section 4.01(h)).

We are not required to provide any other service or assistance to you for the continuing operation of your Region.

Site Selection and Acquisition: You must have completed selection of the site for your Office within 30 days after you sign the Regional Representative Agreement, subject to our approval. Failure to obtain our approval of a site for your Office within 30 days after you sign the Regional Representative Agreement is a default under the Regional Representative Agreement that subjects you to termination on notice. The Office may not be relocated without our prior written consent. We have no contractual obligation to respond to any request for approval of your proposed Office within a specific period of time, but we will attempt to respond in a timely manner. If you and we cannot agree on a site, then we may terminate the Regional Representative Agreement.

We may provide to you our then-current site selection guidelines and site selection counseling and assistance that we determine is advisable from time to time. We may also provide you, but are not obligated to provide, in electronic format, specifications for an office, which you may adapt for construction or remodeling of the Office at your sole expense.

We estimate that the time from signing the Regional Representative Agreement to beginning operations in the Region will be approximately 4 weeks. This time may be of a shorter or longer duration depending on whether you begin operations from a temporary business site, and depending on the time necessary to obtain an approved site, to obtain the permits and licenses necessary for the construction and operation of the Office, to complete construction or remodeling as this may be affected by weather conditions, shortages, delivery schedules and other similar factors, to satisfactorily complete Regional Representative training, to complete the preparation of the interior and exterior of the Office, including decorating, purchasing, leasing and installing fixtures, equipment and signs, and to complete preparation for the operation of the Office, including purchasing inventory and supplies.

Training: Your Operating Principal, Regional Director, Regional Operations Manager and certain other members of your Representative's Group designated by us must attend and complete, to our satisfaction in our discretion, and on an on-going basis, the training programs described in the Regional Representative Agreement and this Disclosure Document as Regional Representative training and any other training that we may require. Regional Representative training will be conducted at our offices in Austin, Texas or another location we designate. We will determine, in our sole discretion, whether your Operating Principal, Regional Director, Regional Operations Manager and other designated members of your Representative's Group have satisfactorily completed Regional Representative training. We will provide instructors and training materials for Regional Representative training at no additional charge to you (see Item 6).

Your Operating Principal, Regional Director and Regional Operations Manager must attend Franchise Systems Orientation initially and thereafter once every three years. Franchise Systems Orientation is conducted at a location in Austin, Texas or another location we designate. We provide the initial Franchise Systems Orientation to your Operating Principal, Regional Director, Regional Operations

Manager, and others who attend for the then-current registration fee (currently \$60 per person for virtual Franchise Systems Orientation or \$399 per person for in-person Franchise Systems Orientation).

Your Operating Principal, Regional Director, and Regional Operations Manager will also be required to participate in ongoing on-the-job training both in Austin and in your Region after you sign the Regional Representative Agreement, although we may reduce or extend the duration and extent of the on-the-job training based on your Operating Principal's and/or your Regional Director's and Regional Operations Manager's experience and progress.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Overview of Keller Williams Models, Systems and Organizational Structure	3	6 to 12 months	In Austin, Texas or at another physical location designated by us.
Role of Regional Representative, Regional Director, and Regional Operations Manager in Performing Sales and Service Functions	30	6 to 12 months	In Austin, Texas or at another physical location designated by us.
How to Get Started in the Region Developing a Business Plan, Implementing Operating Procedures, Accessing Keller Williams Training, Technology and Marketing Systems, and following Franchisee Opening standards	10	6 to 12 months	In Austin, Texas or at another physical location designated by us.
Overview of Keller Williams and Organizational Structure	3	0	In Austin, Texas or at another physical location designated by us.
Role of the Franchisee, Operating Principal, Team Leader, and Market Center Administrator in establishing and operating a Market Center	3 to 12	0	In Austin, Texas or at another physical location designated by us.
Development of a Market Center Business Plan, Implementing Operating Procedures, Computer Systems, and Market Center Opening and Operations	3 to 12	0	In Austin, Texas or at another physical location designated by us.
Day-to-Day Operating Principal, Regional Director, and Regional Operations Manager Duties and Obligations	0	6 to 12 months	In your Region

Included in the training faculty are the founders and leaders of Keller Williams Realty, Inc. They include:

Faculty Member	Title	Description
Gary Keller	Chief Executive Officer and Chairman of the Board	Please see Item 2 for Mr. Keller's bio. Mr. Keller has been involved with training with us or our predecessor since 1983.
Mo Anderson	Member, Board of Directors	Please see Item 2 for Mrs. Anderson's bio. Mrs. Anderson has been involved with training with us or our predecessor since 1995.
Jason Abrams	Head of Industry and Learning	Please see Item 2 for Mr. Abrams' bio. Mr. Abrams has been involved with training with us, our predecessor or our franchised market centers since 2002.

Faculty Member	Title	Description
Marc King	President	Please see Item 2 for Mr. King's bio. Mr. King has been involved with training with us, our predecessor or our franchised market centers since 2000.
Jay Papasan	Vice President of Strategic Content	Jay Papasan has served as our Vice President of Strategic Content since September 2021. He was previously Vice President of Learning from August 2019 to August 2021. Prior to that, he served as the Vice President and Executive Editor of KW Publishing from August 2008 to July 2019. Papasan is a <i>New York Times</i> bestselling co-author of several books and co-owns and manages Rellek Publishing Partners, Ltd. Since joining KWRI in October 2000, he has held numerous senior positions in the education and publishing functions of KWRI.

During the remaining term of the Regional Representative Agreement, we will require any successor Regional Representative, Operating Principal, Regional Director, and Regional Operations Manager and other members of your Representative's Group to attend and complete, to our satisfaction in our discretion, the ongoing training noted above.

The entire Regional Representative training program is subject to change due to updates in materials, methods, Regional Brand Standards Manuals and personnel, without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific Franchisee and its personnel may vary based on the experience of those persons being trained.

The Regional Representative's training is currently provided in 4 to 5-hour telephone or video conference sessions once each month and 1 to 2-day in-person or virtual sessions that cover franchise sales, franchise establishment support and franchise development training. Our staff conducts the training for these sessions. We may also require additional 1 to 2-day training sessions for new members of your Representative's Group, or refresher training for Representatives that are not meeting the minimum standards for operation of their Region. You must pay all expenses you and your personnel incur to attend training programs, including costs for transportation, lodging, meals and wages.

A copy of the Table of Contents to the current Regional Brand Standards Manual is attached as Exhibit F. Our Regional Brand Standards Manual currently includes Franchise Systems Orientation Manual (418 pages), the Policy and Guidelines Manual (116 pages), the Identity & Style Guide (44 pages), the Regional Leadership Manual (366 pages), and handouts and other written directives (the "Regional Brand Standards Manuals"). Our Brand Standards Manuals are continually being updated, so the content and length of the Brand Standards Manuals may change. You are responsible for reading, understanding, implementing and operating under this Regional Brand Standards Manual and any other guidelines or standards we produce from time to time. You will be considered to be in breach of the Regional Representative Agreement if you fail to fulfill any requirement, to perform any obligation, or to observe any restriction set forth in the Regional Brand Standards Manual or other guidelines or standards we produce from time to time, including without limitation, obligations or restrictions regarding the development, participation in training, and operations of the Region, or any other condition or restriction contained in the Regional Brand Standards Manual, this Agreement, or other guidelines or standards we produce, and fail to cure the breach following receipt of notice and an opportunity to cure.

Your Operating Principal and Regional Director and certain other Representative's Principals must attend and complete, to our satisfaction in our discretion, any additional courses, seminars, conferences and other training programs, including, additional or refresher courses, as we may require in our sole discretion. Your Operating Principal and Regional Director and certain other Representative's Principals ("Key Leaders") must also attend certain Franchisee training programs that we require in the Regional Brand Standards Manuals or otherwise in writing. Your Key Leaders may also attend the optional courses, seminars, conferences and training programs that we may offer. We may charge you a

reasonable training fee for any additional training programs we offer. The amount we charge will generally represent our cost to provide the training. (See Item 6). You must pay all expenses you and your personnel incur to attend training programs, including costs of transportation, lodging, meals and wages.

Within 30 days after you sign the Regional Representative Agreement and prior to the earlier of the expiration date for the current Annual Development Goals or December 10th of each successive calendar year, you must prepare and submit to us a Representative's Business Plan for the on-going operation of your Office, proposed Annual Development Goals, current research on the real estate market and relevant Board of Realtors information, current demographics related to real estate purchases and sales, and a description of the Region's sales and service goals for the up-coming year in a form satisfactory to us, which budget and proposed Annual Development Goals will be used by you and us to determine the next Annual Development Goals at the annual meeting required by the Regional Representative Agreement. (See Sections 2.02(a) and 6.02(a)(6) of the Regional Representative Agreement).

The System, our Regional Representative training, Franchise Systems Orientation and other training programs do not include any required personnel policies or procedures or security-related policies or procedures. If we (at our option) make any such policies or procedures available to you in the Regional Brand Standards Manuals or otherwise they are provided for your optional use. You will determine to what extent, if any, these policies and procedures might apply to your operations at the Region. We neither dictate nor control labor or employment matters for Franchisees and their employees and we are not responsible for the safety and security of Regional employees or customers.

Advertising: You must, at your expense, conduct all advertising and promotional activities necessary to develop the required number of Franchisees in accordance with the Annual Development Goals. You must also assist us in the formation and administration of any advertising cooperative that may operate in the Region.

All of your advertising and promotion must be such media and of such type and format as we may approve, must be conducted in a dignified manner, and must conform to our standards and requirements as described in the Regional Brand Standards Manuals or otherwise. You must obtain our prior written approval of all advertising and promotional plans and materials if the plans and materials have not been prepared by us or previously approved by us during the past one year. You must submit the unapproved plans and materials to us, and we will approve, approve with changes, or disapprove in our sole discretion the plans and materials within 14 days from the date we receive them. You must not use any unapproved plans or materials until we have approved them. You must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, on receipt of notice from us.

In all cases, we have sole discretion and control over any profiles using or relating to the Trademarks, or that display the Trademarks, that are maintained on social media outlets, including without limitation, Facebook and Twitter or other similar outlets that may exist in the future. We may use part of the Fund (defined below) monies we collect under Market Center Franchise Agreements to pay or reimburse the costs associated with the development, maintenance and update of such profiles. We may (but need not) establish guidelines pursuant to which you may establish profiles or otherwise establish a presence on such social media outlets. In that event, you must comply with the standards, protocols and restrictions that we impose from time to time on such use.

You must not use the Trademarks, service marks, telephone number, address for the Office location or any other contact information in any advertising medium without our prior written approval. If you fail to obtain such approval, we may terminate, discontinue or amend the unapproved advertising at your cost and expense.

We have no obligation to conduct any advertising at all for you or any other Regional Representative, nor do we have any obligation to spend any amount on advertising in your Region.

However, we reserve under the Market Center Franchise Agreement the right (but not the obligation) to establish and administer an international advertising fund (subject to the discretion and direction of the International Associate Leadership Council) for the purpose of the advertising and the promotion of the System (the “Fund”). You, as a Regional Representative, will not be required to contribute to the Fund. We have not yet established the Fund.

If we establish the Fund, we or our designee will maintain and administer the Fund and/or any advertising we conduct as follows:

1. We will oversee all advertising and promotional programs and will have sole discretion to approve or disapprove the creative concepts, materials and media used in these programs and the placement and allocation of them. The Fund will be intended to maximize general public recognition and acceptance of the Trademarks and enhance the collective success of all Market Centers in the System. In administering the Fund, we and our designees will undertake no obligation to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that any franchisee benefits directly or pro rata from the placement of advertising.

2. The Fund will be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising and promotional activities including, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; marketing surveys and other public relations activities; employing advertising agencies to assist in doing so; and providing promotional brochures and other marketing materials to the Market Centers operating under the System.

3. We will maintain all sums which you pay to the Fund in a separate or segregated account, these sums will not be used to defray any of our general operating expenses, except for the reasonable administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees and the System.

4. The Fund will not be our or our designee’s asset. The Fund and its earnings will not otherwise inure to our benefit. The Fund will be operated solely as a conduit for the collection and expenditure of the advertising fees for the purposes outlined above. We or our designee will maintain separate bookkeeping accounts for the Fund, but we will not prepare any audit of the Fund. A statement of the operations of the Fund will be prepared annually by us or our designee and will be made available to you within a reasonable period of time following a written request to us for such statement of operations of the Fund.

5. If established, the Fund will be intended to be of perpetual duration, although we will have the right to terminate the Fund at any time in our sole discretion. The Fund will not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes.

6. If established, we will not use monies from the Fund to solicit new franchise sales.

Advertising placed by the Fund may be local, regional, national or international in scope. The source of the advertising may be a national or regional advertising agency, or from our in-house marketing department. We and our franchisees currently advertise the Market Centers and the products offered by the Market Centers in various forms of media, including: online, radio, TV, print, direct mail and outdoor billboard advertising. The majority of our advertising is developed by members of in-house marketing department. We generally do not use an advertising agency to assist us in the development or

placement of advertising, however, we may do so on a project by project basis. Advertising presently is conducted on a local basis by us, or Regional Representatives and our Market Center franchisees.

For the fiscal year ended December 31, 2022, we did not have a Fund and did not collect or spend any money on behalf of the Fund, and therefore we did not spend any specific percentages of the Fund on production, media placement, administrative expenses, or other uses.

We also reserve under the Market Center Franchise Agreement that will be executed by Franchisees the right to designate any geographic area in which two or more Market Centers are located as an area for purposes of establishing an advertising cooperative (“Cooperative”). You must also assist us in the formation and administration of any advertising cooperative that operates in the Region, although you will not be required to contribute to a Cooperative. Currently, we have not established a Cooperative.

Client Information/Privacy and Data Protection: All Client Information that we obtain from you and that you or your Associates collect from your Region, the Market Centers and their Associates’ and their Clients and all revenues we derive from such Client Information will be our property and our Confidential Information that we may use for any reason without compensation to you. At your sole risk and responsibility, you may use such Client Information that you acquire from your Region, the Market Centers and their Associates and their Clients and other third parties solely in connection with operating the Region, and unless we later direct otherwise, we will permit Associates to retain and use the Client Information for their own Clients at such Associate’s sole risk and responsibility. (Regional Representative Agreement, Section 6.01(i)).

You will: (i) comply with all applicable privacy laws (“Privacy Laws”); (ii) comply with all Brand Standards that relate to Privacy Laws and the privacy and security of Client Information; (iii) comply with any posted privacy policy and other representations made to the individual identified by Client Information you process, and communicate any limitations required thereby to any authorized receiving party in compliance with all Privacy Laws; (iv) refrain from any action or inaction that could cause us to breach any Privacy Laws; (v) maintain reasonable physical, technical and administrative safeguards for Information that is in your possession or control in order to protect the same from unauthorized processing, destruction, modification, or use that would violate the Regional Representative Agreement, the Region Brand Standards or any Privacy Law; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws; and (vii) immediately report to us the breach of any requirements in the Regional Representative Agreement or the Brand Standards Manual regarding Client Information or any Privacy Law, or the theft or loss (or any apparent or alleged theft of loss) of Client Information (other than the Client Information of your own officers, directors, shareholders, employees or service providers).

You will, upon request, provide us with information, reports, and the results of any audits performed on you regarding your data security policies, security procedures, or security technical controls related to Client Information. You will, upon our request, provide us or our representatives with access to your systems, records, processes and practices that involve processing of Client Information in order to mitigate a security incident or so that an audit may be conducted.

You will indemnify, defend and hold us harmless from losses arising out of or relating to: (i) any theft, loss or misuse of Client Information; and (ii) your breach of any of the terms, conditions or obligations relating to data security, privacy, or Client Information set forth in the Regional Representative Agreement.

You will immediately notify us upon discovering or otherwise learning of any theft, loss or misuse of Client Information. You will, at our direction, but at your sole expense, (i) undertake remediation efforts in concert with our directions, (ii) reasonably cooperate with any remediation efforts

undertaken by us and (iii) undertake efforts to prevent the recurrence of the same type of incident, including by paying for any remediation and post-breach monitoring process deemed appropriate by us. You will not make any public comment regarding and data security incident without our approval. Any notifications to the media or to Regions, Market Centers, Associates or their Clients regarding theft or loss of Client Information will be handled exclusively by us at our discretion, and you may not contact Market Centers, Associates or their Clients relating to such theft or loss unless you are under a legal obligation to do so, in which event (i) you must notify us in writing promptly after concluding that you have the legal obligation to notify Market Centers, Associates or their Clients and (ii) you will limit the notices to Market Centers, Associates or Clients to those required by the legal obligation or as pre-approved by us. You will reasonably cooperate in connection with any notices to Market Centers, Associates or their Clients regarding theft or loss and you will assist with sending such notices if so requested. (Regional Representative Agreement, Section 6.01(j)).

Computer Hardware and Software: You must obtain and maintain during the term of the Regional Representative Agreement computer hardware and software meeting our specifications and those required to run the Region. We reserve the right to require you to use computer backup software from providers specifically approved by us. We estimate the total initial cost of the computer hardware and software to range from \$2,000 to \$3,000, and the costs for upgrades to range from \$100 to \$1,500 per year. (See Item 7.)

There are no limitations on the frequency with which we or the software vendors may require you to update any software. There are also no limitations on our use of the information we receive from you as a result of your use of the System. We have the right to inspect your books, premises, equipment and records at any time.

Local Hardware Support:

You must have a computer hardware tech support with same day (or at least next day) parts and service. Discount stores will replace a malfunctioning computer within the warranty period; however, most make no guarantees on the replacement time or data recovery. In case of repair, they often reformat your hard drive (erasing all the data) and expect you to restore data from backups. We recommend that you find a local or nationally supported computer vendor, whose references check out, who cares about you as a customer, and who is willing to do on site repairs.

Internet Connection:

We require a broadband connection for your office. Talk to your local or national internet Service Providers for information on the services available. A stable internet connection is required, especially during transmittal. The higher the broadband connection the better.

Data Storage:

We require an external removable hard drive for backup. Redundant backups are recommended. These include CD/DVD, flash drive and an offsite backup vendor.

The specifications listed above are current as of the date of this Disclosure Document. We may change our specifications for any of the equipment and software at any time, and there are no limitations on the frequency with which we may do so. Given the speed with which technology advances, the equipment and software we require you to purchase and use may differ from that listed in this Disclosure Document over time.

Fees and Royalties We Pay to You:

Initial Franchise Fees Paid by Market Centers: We pay you as the Regional Representative a fee equal to 50% of each initial franchise fee paid by each Franchisee who signs a Market Center Franchise Agreement during the term of the Regional Representative Agreement for a Market Center in the Region during the term, less our then-current initial training allocation for new Franchisees (see Item 1). We reserve the right to increase, reduce or waive any initial franchise fee paid by a Franchisee, and as a result modify the amount of the shared portion of the initial franchise fee that you will receive commensurate with any such increase, reduction or waiver by us.

Service Fees: We will pay to you 50% of the Production Royalty that each Franchisee in the Region actually pays to us during the term of the Regional Representative Agreement. We will pay you your share of the royalty each month not later than the last business day of the month, based on the royalty actually received by us for the preceding month. We reserve the right to reduce or waive the payment of the royalty by any Franchisee, and as a result modify the amount of the shared portion of the royalty that you will receive commensurate with any such increase, reduction or waiver by us.

We have created a Strategic Alliance program, but currently the Strategic Alliance program does not require the payment of a fee by Franchisee, and we are not obligated to pay you any related service fee.

We may occasionally authorize Franchisees in your Region to offer other approved services or providers in conjunction with their licensed offices and we may charge continuing fees related to the offering of such approved services. We may or may not pay you a portion of such continuing fees related to such other approved services, but we anticipate that we would pay you a portion of any such continuing fees if you will be providing services to Franchisees in connection with their offering of such approved services.

You are not authorized to create or maintain any type of program or enter into agreements similar to our Strategic Alliances program on behalf of your Region without our express, written approval.

In addition, we may identify leaders who will provide specific and targeted support to Region Directors in collaboration with us. These individuals, who are referred to as Divisional Leaders, will work directly with Regional Representatives to increase agent count, royalty growth and market center profitability, along with consulting the Regions on strategic initiatives and provide coaching and guidance on promoting the Region.

ITEM 12 TERRITORY

The Regional Representative Agreement grants you the right, and you agree, to solicit, refer to, screen, and assist us in evaluating prospective Franchisees who wish to develop and operate Market Centers. You must also agree to provide certain services for the development, training, and operations of Franchisees operating under the System within the Region. Each Market Center operated by a Franchisee you develop must be located within the Region. Unless we otherwise agree in writing, all services you provide to those Franchisees must also be provided within the Region. You may, however, solicit, refer, screen, and evaluate perspective Franchisees outside or inside the Region including via other channels of distribution that we may authorize, such as the internet, catalog sales, telemarketing, or other direct marketing, outside of the Region.

Although we have set no minimum size on the area a Region will cover, a Region usually encompasses an area ranging from a major metropolitan area (*e.g.*, Atlanta or Chicago) to a cluster of

states (e.g., Massachusetts, Connecticut, and Rhode Island). The area's size depends on the number of Franchisees the Region will support, as measured by population, population density, and the number of Franchisees you can realistically develop and support. We will describe the Region's area in the Information Summary incorporated in the Regional Representative Agreement typically by using city, county, or state boundaries, or by another method of delineation.

During the term of the Regional Representative Agreement, and subject to your full compliance with the terms and conditions of the Regional Representative Agreement (including meeting the Annual Development Goals, as those goals are defined in the Regional Representative Agreement, on time and causing the Franchisees in your Region to attain the minimum standards) and the full compliance of all members of your Representative's Group with all other agreements with us or our affiliates, and except as noted below, we will not grant anyone other than you the right to (i) recruit, screen, and assist in the evaluation of prospective Franchisees who wish to develop and operate Market Centers in the Region, and (ii) provide services with respect to the development, training, and operations of Franchisees who operate in the Region during the term of your Regional Representative Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may recruit Franchisees in or for the Region, we may accept and process unsolicited applications for new franchises, and we may award franchises to prospective Franchisees who submit those applications. Also, we may establish and grant to others the right to assist in establishing other real estate brokerage businesses identified by trade names, trademarks, service marks or trade dress, other than the Trademarks both inside and outside the Region. We and our Franchisees and other designees may at any time advertise or promote the System and the Trademarks in the Region through print, broadcast, electronic and other media, may recruit Associates and Franchisees for and/or from the Region, and may provide all kinds of real estate brokerage services to customers located in the Region such as soliciting and accepting listings for property located in the Region, advertising and promoting the sale or rental of property located in the Region, showing and selling property located in the Region, and operating Temporary New Home Marketing Locations. Neither we, nor any other authorized person or entity will be required to pay you any compensation for performing these above activities in your Region. We expressly reserve all rights and opportunities that the Regional Representative Agreement does not specifically grant to you.

During the term of the Regional Representative Agreement, if a Market Center ceases to operate in the Region under the System, whether the result of a transfer or because it ceased to do business, unless otherwise specified by us, that awarded area will become immediately available for development, and you must develop or cause to be developed a replacement Market Center. You must develop a replacement Market Center within a reasonable time period to which you and we agree, but no later than 180 days after the Market Center ceases to operate in the Region.

Except for our plans to develop in areas outside of the United States and Canada through KW Worldwide, neither we nor any of our affiliates operate, franchise, or have plans to operate or franchise a business under a different trademark, which business sells or will sell goods or services similar to those you will offer. (See Item 1.)

ITEM 13 TRADEMARKS

The Regional Representative Agreement grants you the right to use certain of our Trademarks only in the manner we authorize and permit, and only to operate the Office and your licensed activities within the Region specified in the Regional Representative Agreement.

The following principal Trademarks are registered with the U.S. Patent and Trademark Office (“USPTO”) and are listed on the Principal Register.

<u>Trademark</u>	<u>Federal Registration Number</u>	<u>Date of Registration</u>
KW	No. 2146559	March 24, 1998, renewed March 24, 2018
	No. 5073599	November 1, 2016
Keller Williams	No. 2309099	January 18, 2000, renewed February 24, 2020
 KELLERWILLIAMS	No. 4724633	April 21, 2015
Keller Williams Luxury International	No. 5406528	February 20, 2018
KW Commercial	No. 3845921	September 7, 2010
KW Land	No. 5729053	Renewed April 15, 2020 April 16, 2019

As of the date of this Disclosure Document, any required affidavits or renewals pertaining to these Trademarks have been filed with the USPTO. We own these Trademarks.

We use Keller Williams Realty as a service mark for real estate and brokerage services that our Franchisees and their brokers render, and we use the logo that appears on the cover of this Disclosure Document. We have not applied to register the Keller Williams Realty service mark as a standard character mark with the USPTO or with any state trademark administrator. By not having a federal registration on the Principal Register for unregistered marks and those with pending applications, we do not have certain presumptive legal rights granted by a registration on the Principal Register.

There are no presently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, any pending infringement, opposition, or cancellation proceedings, or any pending litigation involving these Trademarks that might affect our ownership or use of them. There are no agreements currently in effect which significantly limit our rights to use or license the use of any of the Trademarks in any manner material to the Regional Representative, Franchisees or your franchised activities.

You must immediately notify us of any infringement of the Trademarks or challenge to your use of any of the Trademarks or claim by any person of any rights in any of the Trademarks. The members of your Representative’s Group are not permitted to communicate with any person other than us and our counsel regarding any infringement, challenge, or claim. We have sole discretion to take action as we

determine appropriate and the right to exclusively control any litigation or USPTO or other administrative or other agency proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of our Trademarks. You must sign any and all instruments and documents, render such assistance and do such acts and things as may, in our counsel's opinion, be necessary or advisable to protect and maintain our interests in any litigation or proceeding or to otherwise protect and maintain our interest in the Trademarks.

You will have no right to use any of the Trademarks on or in connection with the internet, except as expressly provided in Article 10 of the Regional Representative Agreement.

Except as provided above, we are not obligated by the Regional Representative Agreement to protect any rights granted to you to use the Trademarks described above or to protect you against claims of infringement or unfair competition concerning it. However, although we are not contractually obligated to protect our Trademarks or your right to use them, we defend our active Trademarks vigorously.

We may require you, at your expense, to discontinue or modify your use of any of the Trademarks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we, in our discretion, determine that the addition or substitution will be beneficial to the System.

You must sign any documents which we or our counsel require to obtain protection for the Trademarks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of or our ownership in the Trademarks.

In order to preserve the validity and integrity of the Trademarks and to ensure that you are properly using the Trademarks in the operation of the Office, we or our designated agents will at all reasonable times have the right to inspect your business operations. You must cooperate with our representatives in this inspection and render such further assistance as may be reasonably requested.

You, at all times and in all advertising, promotions, other display materials, on your letterheads, business forms and at the Office, in all of your business dealings related to them and to the general public, must identify the Office under an assumed name (d/b/a or trade name), that we approve, together with the words "Each Office is Independently Owned and Operated" prominently displayed or another similar designation we require. You must comply with our instructions in filing and maintaining any trade name or fictitious name registrations and must sign any documents we or our counsel require to protect the Trademarks or to maintain their continued validity and enforceability.

You must use the Trademarks in the manner as we request. You may not use any of our Trademarks as part of any business entity name (whether corporate or an assumed, "doing business as" name) or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed by us to you). In addition, you may not use any Trademark in selling any unauthorized service or in any other manner we have not explicitly authorized in writing.

The right to and license of the Trademarks granted in the Regional Representative Agreement is non-exclusive to you. We have and retain the right:

1. To use the Trademarks ourselves with selling products and services;
2. To grant other licenses for the use of the Trademarks in addition to those limited trademark licenses already granted to existing Franchisees;

3. To develop and establish other systems using the same or similar Trademarks, or other proprietary marks, and to grant licenses or franchises to them without providing any rights in them to you; and

4. To engage, directly or indirectly, through our employees, representatives, Franchisees, assigns, associates, and others, at wholesale, retail or otherwise, in (1) the production, distribution, license and sale of products and services and (2) the use with such production, distribution, license and sale of the Trademarks and any and all other trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us. (See Item 12).

There are no infringing uses of our principal Trademarks actually known to us that could materially affect your use of them.

As the Regional Representative, you must visit all the Market Centers in your Region in person a minimum of once each calendar year, provide continuous support and leadership throughout the year, give direction and support for the Franchisee's goals, provide coaching to ensure that the Franchisee is successful and profitable, train and educate all Franchisees so that all Franchisees are knowledgeable about all procedures, standards and specifications outlined in the Market Center Franchise Agreements and the Regional Brand Standards Manuals, including all standards for Trademark and logo usage.

ITEM 14

PATENT, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights: We do not own any right in or licenses to any patents or registered copyrights that are material to this offering. We do not have any pending patent applications that are material to this offering. We claim statutory copyright protection for all original materials used in the System, including any of our proprietary software, the Regional Brand Standards Manuals and other written and electronic materials in various media formats relating to operating the Franchisee's business and advertising and promotional materials used in the System.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

Confidential Information: Members of your Representative's Group are prohibited, during the term of the Regional Representative Agreement from communicating, divulging, or using for the benefit of any other person, persons, partnership, association, corporation or any other business entity any confidential information, knowledge or know-how concerning the methods of operating the Region or Market Centers which we may communicate to members of your Representative's Group or of which they may become aware of because of your operation of the Region under the terms of the respective Regional Representative Agreement. You and each of your Controlling Principals and Representative's Principals are permitted to divulge this confidential information only to those members of your Representative's Group and Associates who must have access to it in order to conduct the business of the Region. No members of your Representative's Group are permitted at any time, without our written consent, to copy, duplicate, record or otherwise reproduce these materials or information, nor otherwise make them available to any unauthorized person.

Your Regional Director and any other of your personnel having access to any of our confidential information must sign covenants that they will maintain the confidentiality of the information they receive as a result of their relationship with you. (See Item 17).

If any member of your Representative's Group develops any new concept, process, literature or improvement in the operation or promotion of the Region or a Market Center based on information provided to them by us or otherwise developed for use in the System, you must promptly notify us and provide us with all necessary information concerning the concept, process, literature, or improvement without compensation. You and your Controlling Principals and Representative's Principals acknowledge in the Regional Representative Agreement that any concept, process or improvement will become our property and we may utilize or disclose this information to other Franchisees as we determine to be appropriate. If, however, a member of your Representative's Group develops any new concept, process or improvement in the development, operation, or promotion of the Region or Market Center independently, not based on any information we provided to them or otherwise developed for use in the System, this concept, process or improvement will remain your property or their property, as the case may be. You must provide us with all necessary information concerning this property, and we may utilize or disclose this information to other Franchisees as we determine to be appropriate.

You must promptly notify us of any infringement of or challenge to your use of any confidential or other proprietary information. We will have sole discretion to take whatever action we deem appropriate. We have the right to control any litigation or administrative proceeding with respect to our confidential or other proprietary information. You will cooperate in the prosecution or defense of any action we undertake. If the action is a result of your conduct, acts or omissions, you must reimburse us for the costs of the action, including our attorneys' fees and expenses.

If we decide that you should modify or discontinue your use of any proprietary information and/or substitute proprietary information, you must comply with this decision. The Regional Representative Agreement does not provide for you to receive any compensation for tangible costs of changing any methods or procedures or copyrighted material.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must form a sole purpose business entity in a form of your choosing such as a corporation, partnership or limited liability company to sign the Regional Representative Agreement. Your business entity must be newly created solely for the purpose of operating a Region and not have conducted any prior business.

You must designate and retain at all times an individual to serve as the Operating Principal of your Representative's Group. You must designate your Operating Principal when you sign the Regional Representative Agreement. The Operating Principal must meet certain qualifications during the entire period the individual serves as Operating Principal. The Operating Principal must, at all times serve as Operating Principal, possess authority to vote and control not less than 51% of the voting interest in you, either through ownership of equity interests, by contract or by irrevocable proxy, and own and maintain a minimum of 20% of the direct or indirect equity interests in you. Further, your Operating Principal must be your primary officer and must be authorized to require you to take or abstain from taking any action that you are required to take or not to take under the Regional Representative Agreement. You must maintain in your operating agreement or other governing documents an option to acquire the Operating Principal's equity upon the Operating Principal's resignation, discharge, disability or death, with the result that any successor Operating Principal can satisfy the control requirement that the Regional

Representative Agreement imposes. Alternatively, we will allow your governing documents to provide for these required interests to be redeemed from one or more other Region investors.

Except as may otherwise be provided in the Regional Representative Agreement, the Operating Principal's interest in you must remain free of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or option. The Operating Principal must sign the Regional Representative Agreement, and any addendum thereto, on behalf of the Franchisee entity and as one of the Controlling Principals and must be individually bound by all your obligations and the obligations of the Operating Principal and your Controlling Principals under the Regional Representative Agreement and any addendum thereto. (See below). The Operating Principal may not serve as the Regional Director.

If the Operating Principal is ever unable to continue to serve as the Operating Principal or no longer qualifies to act as the Operating Principal, you must promptly recommend to us and gain our approval of in writing a qualified replacement Operating Principal within 30 days after the Operating Principal ceases to serve in that capacity, provided that in all cases you must obtain our prior written approval of such replacement Operating Principal. The replacement Operating Principal will be subject to the qualifications listed above, and as stated in the Regional Representative Agreement and the Regional Brand Standards Manuals.

You must designate and gain our approval of an individual to serve as Regional Director before the initial Regional Representative training. We must approve the Regional Director in our discretion, who may not be the Operating Principal. The Regional Director must meet the qualifications and criteria established for individuals who serve in that position, as set forth in the Regional Representative Agreement and in the Regional Brand Standards Manuals. The Regional Director is responsible for the development, day-to-day supervision and support of the Region and other duties as described in the Regional Brand Standards Manuals. Unless we otherwise approve in writing, the Regional Director must devote his or her substantial energy and best efforts to the development of Market Centers and the supervision of Franchisees in the Region and must not engage in any other unapproved business activity. If the Regional Director is ever unable to continue to serve in this capacity or no longer qualifies to act as such, you must promptly notify us in writing and designate a qualified replacement Regional Director within 30 days, provided that in all cases you must obtain our prior written approval of such replacement Regional Director. The replacement Regional Director will be subject to the qualifications listed above, and as stated in the Regional Representative Agreement and the Regional Brand Standards Manuals.

You must designate and retain an individual to serve as Regional Operations Manager. The Regional Operations Manager must be approved by Company in writing and may not be the Regional Operating Principal or Regional Director. The Regional Operations Manager must meet the qualifications and criteria established for individuals who serve in that position, as set forth in the Regional Representative Agreement, in the Regional Brand Standards Manuals or as otherwise directed by us in writing. The Regional Operations Manager is responsible for assisting the Regional Director in the development and day-to-day supervision of the Region and such other duties as described in the Regional Brand Standards Manuals. Unless otherwise approved in writing by us, the Regional Operations Manager will devote his or her substantial energy and best efforts to the development and support of Market Centers and the supervision of Franchisees in the Region and shall not engage in any non-Keller Williams Realty business activity. If the Regional Operations Manager is ever unable to continue to serve in such capacity or no longer qualifies to act as such, you must promptly notify us in writing and designate a qualified replacement within 30 days; provided that in all cases you must obtain our written approval of any such replacement Regional Operations Manager.

Your Operating Principal, Regional Director, and Regional Operations Manager must initially and on an annual basis satisfactorily complete Regional Representative training and satisfy certain other ongoing training requirements described in Item 11.

All of the persons or business entities that we designate as your Controlling Principals must jointly and severally guarantee your performance under the Regional Representative Agreement and must bind themselves individually to the terms of the Regional Representative Agreement pursuant to an Agreement and Guaranty of Controlling Principals, which is attached as Exhibit A to the Regional Representative Agreement. All of your other Representative's Principals who we do not designate as Controlling Principals and require to sign the Agreement and Guaranty of Controlling Principals must bind themselves to certain personal obligations by signing an Undertaking of Representative's Principals, which is attached at the end of the Regional Representative Agreement. The Agreement and Guaranty of Controlling Principals and the Undertaking of Representative's Principals also cover obligations of members of your Representative's Group. However, we do not require spouses to sign the Agreement and Guaranty of Controlling Principals unless they are themselves owners of equity interests in you and designated as Controlling Principals. We do not require spouses who have no ownership interest or role in the business to sign the Agreement and Guaranty of Controlling Principals or Undertaking of Franchisee's Principals.

You must also obtain signed covenants against competition from your Regional Director any other of your personnel who have received or will receive training or confidential information from us, as described in Item 17. You also must have your Regional Director and any other of your personnel having access to any of our confidential information sign covenants that they will maintain the confidentiality of the information they receive in their relationship with you. (See Items 14 and 17). These covenants should be substantially in the form contained in Attachment B to the Regional Representative Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use best efforts to diligently promote the sale of Keller Williams franchises throughout your Region. You must solicit, refer, and assist us in the evaluation of prospective Franchisees who are ready, willing and qualified to establish and operate a Market Center under the System and meet all the terms of the Annual Development Goals. These Franchisees may include your affiliates or subsidiaries.

Your Regional Representative Agreement will contain the initial Annual Development Goals. We anticipate that the initial Annual Development Goals will begin on the Effective Date of your Regional Representative Agreement and will end on a date that we select and thereafter will occur annually on a date we select. On or before the earlier of the passage of each successive Annual Development Goals during the term of the Regional Representative Agreement, you must send your Operating Principal and Regional Director to our headquarters (alternately at our discretion, participate in a conference call) to analyze and discuss Annual Development Goals, which establish minimum accountability targets you are required to meet in accordance with the Regional Representative Agreement. We will then sign an addendum to the Regional Representative Agreement (see Attachment E to the Regional Representative Agreement) to memorialize and incorporate the Annual Development Goals into the Regional Representative Agreement. If you fail to timely provide us the information and documentation we need, or you fail to appear, or fail to sign an addendum to the Agreement in the form set for the as Attachment E, then we will have the right in our sole discretion, to unilaterally determine the new Annual Development Goals for the upcoming timeframe or to terminate the Regional Representative Agreement. If you notify us in writing within 10 days of any unilateral determination of the Annual Development Goals of your objections, we will assemble an Appeal Panel (as defined in the Regional Representative Agreement), which will not include the Regional Operating Principal of the appealing Representative. The Appeal Panel will then determine if the Annual Development Goals set by Company are reasonably fair. If the Appeal Panel determines that the Annual Development Goals are reasonably fair, Representative will approve them in writing. Representative's failure to approve the Annual Development Goals in writing will be considered a curable default under Section 13 of this Agreement. If the Annual Development Goals are determined to not be reasonably fair, the Appeal Panel will modify in

writing the Annual Development Goals by majority rule. The Appeal Panel decision on the Annual Development Goals will be binding on Company and Representative for the current year.

Although we do not limit the geographic area in which you may recruit, solicit or refer Franchisees, only Franchisees who are granted a franchise to operate a Market Center in your Region are considered in determining your payment of compensation under the Regional Representative Agreement. The prospects must meet certain criteria considered by us in our review of prospective Franchisees including, without limitation, our educational, managerial and business standards, the standards included in our Regional Brand Standards Manuals, the prospective Franchisee's moral character, business reputation and credit rating; the prospective Franchisee's aptitude and ability to conduct the business of a Market Center (as indicated by prior related business experience or otherwise); and the prospective Franchisee's financial resources and capital for operation of the business. When you conduct solicitation activities, you, at your expense, must:

1. Prepare a geographic grid of each city or other similar metropolitan area within the Region in which you believe potential locations for Market Centers will be developed by you or other Franchisees in the Region and provide that information to us for our approval. We will have no obligation to consider any prospective Franchisee referred by you for the operation of a Market Center unless you have prepared and delivered to us the geographic grid described above;
2. Use only materials provided by, or previously approved in writing by us, in the then-current form and version in sales presentations to prospective Franchisees; purchase or acquire from us all forms, applications, promotional materials and documents you will need to solicit prospective Franchisees; provide prospective Franchisees with the documents and materials when we direct; and make no representations in conflict with the terms and conditions of the Market Center Franchise Agreement, Regional Brand Standards Manuals, disclosure documents or other related documents provided by us;
3. Carefully and uniformly screen and evaluate prospective Franchisees according to the criteria and standards we require, and prepare and maintain a written report, in the form we require, for each prospect rejected by you; these reports must be made available to us upon request;
4. Promptly submit to us a written report and other documents in the form and containing the information we require for each prospective Franchisee you determine to be qualified;
5. Maintain a current and cumulative list of all prospective Franchisees considered by you and have it available for our inspection at all times; and
6. Comply at all times with all applicable laws, rules and regulations affecting or governing the advertising, promotion, offer and sales of franchises and licenses, including but not limited to those relating to registration, disclosure and unfair trade practices.

Within 30 days after you sign the Regional Representative Agreement and on or before the expiration date for the current Annual Development Goals for each successive calendar year you must prepare and submit to us a Representative's Business Plan for the on-going operation of your Region. Your Representative's Business Plan must incorporate a proposed Annual Development Goals, current research on the real estate market and relevant Board of Realtors information, current demographics related to real estate purchases and sales, and a description of the Region's sales and service goals for the up-coming year in a form satisfactory to us. We will use your Representative's Business Plan and its proposed Annual Development Goals to determine the next Annual Development Goals at the next scheduled annual meeting.

You must educate, train and assist Franchisees in obtaining and evaluating information about prospective sites for Market Centers, conduct in person on site reviews of each Market Center at least annually.

You must verify and notify us of the date of completion of construction and equipping of each Market Center established in the Region and, for the construction and equipping of the Market Center, you must conduct the inspections of the Market Centers and premises as we require. You must promptly provide us with a written report concerning each inspection performed.

You, at your expense, must educate, train and provide all or any part of the Franchise Systems Orientation and other Market Center-related training as we require for each new Franchisee in your Region that will operate a Market Center, and you must provide to these Franchisees any other training programs we designate for the Franchisee's personnel as described in the Market Center Franchise Agreement. You must pay all expenses you and your personnel incur to attend or conduct training programs, including costs of transportation, lodging, meals and wages.

You must use best efforts to maintain the high standards of quality, appearance and service of the System. For that reason, at your expense, you must visit each Market Center developed under the Regional Representative Agreement in person, including evaluations of the products sold and services provided in those Market Centers, during the term of each Market Center Franchise Agreement, including renewals, to support, train and ensure that each Franchisee is knowledgeable and in compliance with the Market Center Franchise Agreement and all procedures, standards and specifications described in the Regional Brand Standards Manuals (including, but not limited to, compliance with all operating procedures, accounting systems, profit sharing procedures and standards for Trademark and Logo usage). You must provide continuous support to the Franchisee throughout each year. Following each site visit you will submit to us a written report on each Market Center in the form we require, which details, among other matters, your plan of action to support the Franchisees and the following information:

1. Any apparent problems concerning uniformity and quality of services provided at, or for the operation of, the Market Center;
2. Any misuse or unauthorized use of the Trademarks, Service marks, and the System;
3. Any proposed opportunities for the Franchisee to improve its performance;
4. Any apparent deviations from our operating procedures, standards and specifications;
5. Any apparent defaults under the Franchisee's Market Center Franchise Agreement;
6. Any apparent violations of applicable laws, rules or regulations; and
7. Any complaints received concerning practices of Franchisees.
8. All suggestions discussed or offered by you or Franchisee for remedies or improvements of any matter outlined above.

In connection with the opening of each Market Center in the Region, you must assist the Franchisee in conducting, at that Franchisee's expense, the promotional and advertising activities we require, including cooperative advertising programs, if we designate a Cooperative in the Region.

You must take the action and only the action as we may reasonably require in verifying and remedying any apparent violation or breach by a Franchisee under its Market Center Franchise

Agreement, or reviewing any proposed transfer by a Franchisee. However, we retain the right to notify any Franchisee of a default, to determine such course of action with respect to any Franchisee and any such default and to review and approve any proposed transfer by a Franchisee. Any action by you to notify any Franchisee of a breach, to take action with respect to breach by a Franchisee or to review or approve or disapprove a proposed transfer by a Franchisee without our prior written authorization is a material default of the Regional Representative Agreement.

Upon our request, you must collect fees required by us under any Market Center Franchise Agreements applicable to Market Centers in the Region and use that money solely for the purpose of seeking relocation business opportunities for the Market Centers located in the Region. You must conduct these activities and any referrals of business in a fair and equitable manner and according to the terms and conditions of any residential relocation program established by us as described in the Regional Brand Standards Manuals or otherwise in writing. (See Item 6).

You must exercise your best efforts to ensure that each Franchisee in the Region timely submits all reports required of it under its Market Center Franchise Agreement and you must assist that Franchisee, as necessary, in the preparation of those reports.

You must use best efforts to diligently and vigorously take action as we require for the collection of outstanding Franchisee accounts, and documentation necessary to affect changes in our business relationship with Franchisee.

We do not impose any other restrictions in the Regional Representative Agreement or otherwise, as to the goods or services which you may offer or sell or as to the customers to whom you may offer or sell, although we may limit the total number of Market Centers you may develop in the Region based on parameters we develop in the Regional Brand Standards Manuals or otherwise in writing.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE REGIONAL REPRESENTATIVE RELATIONSHIP

This table lists certain important provisions of the Regional Representative Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Agreement	Summary
a. Length of the Initial franchise term	Section 3.01 of Regional Representative Agreement	Initial term continues for 5 years from the Effective Date the Regional Representative Agreement is signed.
b. Renewal or extension of the term	Section 3.02 of Regional Representative Agreement	You may apply for an additional consecutive 10-year renewal term pursuant to the then-current Regional Representative Agreement.
c. Requirements for you to renew or extend	Sections 3.02(a)(1)-(9) of Regional Representative Agreement	Company may in its sole discretion grant or not grant any renewal term. To be considered for renewal, Representative must give at least 210 (but not more than 365) days' notice, renovate and modernize the Office, fixtures, furnishings and equipment, not be in default of any agreement with us or our affiliates and have complied with the requirements of each of those agreements, have the right to remain in possession of the Office, have met all monetary obligations, pay renewal fee, sign then-current form of Regional Representative Agreement, which may contain materially different terms and conditions as the original agreement, no

Provision	Section in Agreement	Summary
		less than 90 days prior to the expiration of the Regional Representative Agreement; sign a general release and comply with current qualification and training requirements.
d. Termination by you	Not Applicable	Not Applicable (subject to applicable state law)
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with “cause”	Section 13.01, 13.02, 13.03 and 13.04 of Regional Representative Agreement	Each of your obligations under the Regional Representative Agreement is a material and essential obligation, the breach of which may result in termination. We may also temporarily suspend certain services and benefits to you if fail to timely pay any fees to us.
g. “Cause” defined – curable defaults	Sections 13.04 of Regional Representative Agreement	If you fail to comply with any of the requirements, standards or procedures imposed by the Regional Representative Agreement or the Regional Brand Standards Manuals; fail to procure or maintain the required insurance coverage and do not cure within 7 days; or fail to submit a business plan as required and do not cure within 14 days after notice.
h. “Cause” defined – non-curable defaults	Sections 13.02 and 13.03 of Regional Representative Agreement	Defaults not subject to cure include: If you fail to select or open a site for the Office as required in the Regional Representative Agreement; or are convicted of a crime that is likely to have an adverse effect on the System or Trademarks. If you fail to maintain a qualified Operating Principal, transfer any interest without our consent or disclose, distribute, or divulge the contents of the Regional Brand Standards Manuals or other confidential information; or become insolvent or file bankruptcy.
i. Your obligations on termination/expiration	Section 14.01 of Regional Representative Agreement	Include: You do not have any right to establish or operate any Market Center for which a Market Center Franchise Agreement has not been executed by us and delivered to Regional Representative at the time of termination; you do not have the right to solicit, refer to, screen or evaluate prospective Franchisees or provide any services to Franchisees; your franchise to use our products will terminate and you must cease using any confidential methods, procedures, techniques and trade secrets associated with the System, Trademarks and Regional Brand Standards Manuals and completely de-identify the business; you must return all Regional Brand Standards Manuals, software and proprietary material; and your Representative’s Group must comply with restrictions on confidential information.
j. Assignment of contract by us	Section 12.01 of Regional Representative Agreement	We have the right to transfer or assign the Regional Representative Agreement to any person or entity without restriction. Such transfer will constitute a novation as to us. You must waive any claims from loss of the Trademarks or the System.
k. “Transfer” by you – defined	Section 12.02(a) of Regional Representative Agreement	Includes sale, assignment, conveyance, transfer, pledge, mortgage or other encumbrance of any interest in the Regional Representative Agreement, the assets of your business or you (if you are not a natural person).
l. Our approval of transfer by you	Section 12.02(b) of Regional Representative	You (or your principals, as applicable) must obtain our prior written consent before transferring any interest. We may

Provision	Section in Agreement	Summary
	Agreement	withhold our consent and require conditions on approval.
m. Conditions for our approval of transfer	Sections 12.02(b)(1)-(12) of Regional Representative Agreement	Conditions include: You (and all members of your Representative's Group) must pay all amounts due to us or our affiliates, not otherwise be in default, sign a general release and pay a transfer fee. The transferee must meet our criteria, upgrade the Office premises, complete training and sign a current Regional Representative Agreement.
n. Our right of first refusal to acquire your business	Section 12.03 of Regional Representative Agreement	Within 90 days after notice, we have the option to purchase the transferred interest on the same terms and conditions.
o. Our option to purchase your business	Sections 13.06 and 13.07 of the Regional Representative Agreement	In addition to our right of first refusal, on termination or nonrenewal of the franchise, we may purchase the Region for fair market value as a going concern. We have no obligation to purchase your business.
p. Your death or disability	Section 12.04 of Regional Representative Agreement	On death or claim of permanent disability, distributee must be approved by us, and franchise must be transferred to someone approved by us within 12 months after death or 6 months after notice of permanent disability.
q. Non-competition covenants during the term of the franchise	Section 15.02 of Regional Representative Agreement	Subject to applicable state law, except as permitted under the Regional Representative Agreement and any Market Center Franchise Agreement between you and us, you, your Controlling Principals and your Representative's Group must not (1) divert or attempt to divert any business or customer of any region or Market Center to any competitor of any region, any Market Center or us, or to a competitor of a KW Worldwide affiliate, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks, us and the System; or (2) own, maintain, develop, operate, engage in, or have any direct or indirect interest in, or accept employment from or any consultancy with, any real estate business or consulting business that supports real estate agents or businesses which competes directly with us, our affiliates, any Market Center or any Franchisee, including any real estate business that involves (i) the real estate brokerage business; or (ii) the offer, sale or operational support of businesses in the real estate brokerage business (whether as a franchisor, licensor, regional representative, area director, consultant, or other similar service provider capacity).

Provision	Section in Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 14.01 and 15.02 of Regional Representative Agreement	Subject to applicable state law, for two years after the franchise is terminated or expires, you, your Controlling Principals and your Representative's Group must not (1) divert or attempt to divert any business or customer of any of the our Regions or Market Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks and the System; (2) employ, engage or seek to employ or engage any individual who is at the time employed or engaged by us or any other Representative or Franchisee of ours, or employed or engaged by or retained as an Associate of ours, in the United States, Canada, or anywhere else in the world, or otherwise directly or indirectly induce such individual to leave his or her employment or engagement; or (3) own, maintain, operate, engage in, or have any interest in any business in the United States and Canada that involves the offer, sale or operational support of real estate agents or businesses in the real estate brokerage business that has an associate leadership council or profit sharing program or other substantially similar programs or any other business that competes directly with Company, that is located (i) in the Region; (ii) within 10 miles of the Region or any Market Center operating in the Region; or (iii) within a 10-mile radius of any other Region or Market Center operating under the System in existence or under construction as of the earlier of: (i) the termination, cancellation, expiration or transfer of all of Representative's interest in the Regional Representative Agreement; or (ii) the date the Representative's Principal ceases to satisfy the definition of Representative's Principal. The 2-year period will not start until you, your Controlling Principals and Representative's Principals have started complying with the covenant.
s. Modification of the Regional Representative Agreement	Section 7.01(d), 17.06 of Regional Representative Agreement	You may not modify the Regional Representative Agreement but must comply with the Regional Brand Standards Manuals as amended.
t. Integration/merger clause	Sections 17.05 and 19.01(b) of Regional Representative Agreement	Only the terms of the Regional Representative Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Regional Representative Agreement may not be enforceable.
u. Dispute resolution by arbitration	Sections 18.02, 18.03, 18.04, 18.05 and 18.06 of Regional Representative Agreement	Subject to applicable state law, and except for disputes and controversies arising from The Sherman Act, The Clayton Act, or any other federal or state antitrust law and The Lanham Act, relating to the ownership or validity of the Trademarks; all disputes arising out of or relating to Regional Representative's development and operation of Market Centers must be arbitrated in accordance with the rules of arbitration of the American Arbitration Association at our headquarters in Austin, Texas unless first resolved by negotiation and mediation. (See also State Specific Amendments to Regional Representative Agreement).

Provision	Section in Agreement	Summary
v. Choice of forum	Section 18.01, 18.02, 18.03, 18.04, 18.06(d) of Regional Representative Agreement	Subject to applicable state law, the venue for all proceedings related to or arising out of the Regional Representative Agreement is Travis County, Texas, unless otherwise brought by us. (See also State Specific Amendments to Regional Representative Agreement.)
w. Choice of law	Section 18.01 of Regional Representative Agreement	Subject to applicable state law, the Regional Representative Agreement is to be interpreted and construed under Texas or Federal law. (See also State Specific Amendments to Regional Representative Agreement.)

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise program.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-affiliated or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Debbie Gardner in our Franchise Systems at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746 and (512) 327-3070, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

REGIONS

**TABLE NO. 1
SYSTEMWIDE REGION SUMMARY
FOR FISCAL YEARS 2020 TO 2022**

Region Type	Year	Regions at the Start of the Year	Regions at the End of the Year	Net Change
Franchised*	2020	20	20	0
	2021	20	22	+2
	2022	22	22	0

Company-Owned*	2020	11	11	0
	2021	11	9	-2
	2022	9	9	0
Total Regions	2020	31	31	0
	2021	31	31	0
	2022	31	31	0

*For purposes of the mathematical calculations of the Item 20 charts, Regions were counted as either “Company-Owned Regions” or “Franchised Regions” according to Item 20 specifications as of December 31st of each year. As such, the Company-Owned Regions and Franchised Regions totals may not consistently reconcile on a year-to-year basis. In addition, Table Nos. 3 and 4 do not account for transfers or consolidations of Regions.

TABLE NO. 2
TRANSFERS OF FRANCHISED REGIONS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2020 TO 2022*

Franchised Region	Year	Number of Transfers
New England	2020	1
	2021	0
	2022	0
New York - Manhattan	2020	1
	2021	0
	2022	0
Totals	2020	2
	2021	0
	2022	0

* See Footnotes in Table No. 3

TABLE NO. 3
FRANCHISED REGIONS STATUS SUMMARY
FOR FISCAL YEARS 2020 TO 2022*

Franchised Region	Year	Franchised Regions Operating at Start of Year	Franchised Regions Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Franchised Regions Operating at Year End
Los Angeles Coastal ⁽¹⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Westside LA ⁽²⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Northern California & HI ⁽³⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

Franchised Region	Year	Franchised Regions Operating at Start of Year	Franchised Regions Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Franchised Regions Operating at Year End
	2022	1	0	0	0	0	0	1
Southern California ⁽⁴⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Inland Empire California ⁽⁵⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Central/Southern California ⁽⁶⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Carolina ⁽⁷⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Colorado ⁽⁸⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
North Florida ⁽⁹⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Florida ⁽¹⁰⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Houston Fry Road ⁽¹¹⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Greater Pennsylvania ⁽¹²⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Gulf States ⁽¹³⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Greater Heartland ⁽¹⁴⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland & D.C. ⁽¹⁵⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
MI/NO ⁽¹⁶⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Mid-American ⁽¹⁷⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New England ⁽¹⁸⁾	2019	1	0	0	0	0	0	1

Franchised Region	Year	Franchised Regions Operating at Start of Year	Franchised Regions Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Franchised Regions Operating at Year End
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York-Manhattan ⁽¹⁹⁾	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York-Tri State ⁽²⁰⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Upstate New York ⁽²¹⁾	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
North Central ⁽²²⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Northwest ⁽²³⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Ohio Valley ⁽²⁴⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oklahoma ⁽²⁵⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Southern Arizona ⁽²⁶⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Southeast ⁽²⁷⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Southwest ⁽²⁸⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Texas ⁽²⁹⁾	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
North Texas/ New Mexico /Memphis ⁽³⁰⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia ⁽³¹⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Utah ⁽³²⁾	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Canada ⁽³³⁾	2020	0	0	0	0	0	0	0

Franchised Region	Year	Franchised Regions Operating at Start of Year	Franchised Regions Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Franchised Regions Operating at Year End
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	20	0	0	0	0	0	20
	2021	20	2	0	0	0	0	22
	2022	22	0	0	0	0	0	22

* For purposes of the mathematical calculations of the Item 20 charts, Regions were counted as either “Company-Owned Regions” or “Franchised Regions” according to Item 20 specifications as of December 31st of each year. As such, the Company-Owned Regions and Franchised Regions totals may not consistently reconcile on a year-to-year basis. In addition, Table No. 3 reflects previously franchised Regions that were consolidated into company-owned or other franchised Regions as Reacquired by Franchisor or Ceased Operations-Other Reasons, as appropriate. However, Table No. 4 does not reflect previously franchised Regions that were consolidated into company-owned as Company-Owned Regions Opened or Company-Owned Regions Reacquired from Franchisee since there the consolidated Regions are not operated separately following consolidation.

Notes:

- (1) The Los Angeles Coastal Region includes Southern Los Angeles County.
- (2) The Westside LA Region encompasses the cities of Beverly Hills, Santa Monica, West Hollywood and Inglewood.
- (3) The Northern California Region includes all of Northern California, with the southern boundary being a line below Fresno to Monterrey, and Hawaii.
- (4) The Southern California Region includes San Diego County and Orange County.
- (5) The Inland Empire California Region generally encompasses the counties of San Bernardino, Riverside and Imperial.
- (6) The Central/Southern California Region encompasses the cities of Santa Barbara, Ventura, Thousand Oaks, Bakersfield, Woodland Hills and Burbank.
- (7) The Carolinas Region includes the states of North Carolina and South Carolina.
- (8) The Colorado Region includes the state of Colorado.
- (9) The North Florida Region includes the northern half of Florida.
- (10) The South Florida Region includes the southern half of Florida.
- (11) The Houston Fry Road Region includes an area of Houston between Fry Road and Eldridge Parkway.
- (12) The Greater Pennsylvania Region includes the state of Pennsylvania, the state of Delaware and the southern half of New Jersey.

- (13) The Gulf States Region includes the states of Louisiana, Mississippi, the southern tip of Alabama, and the Florida Panhandle.
- (14) The Greater Heartland Region includes the states of Arkansas, Iowa, Kansas, Missouri and Nebraska.
- (15) The Maryland and D.C. Region includes the state of Maryland and Washington, D.C.
- (16) The MI/NO Region includes the state of Michigan and Northern Ohio.
- (17) The Mid-American Region includes the state of Illinois, a portion of Indiana, and Wisconsin counties of Racine, Kenosha, Walworth, Rock, Green Lafayette, and Grant.
- (18) The New England Region includes the states of Massachusetts, Vermont, New Hampshire, Maine, Rhode Island and Connecticut, excluding Fairfield, New Haven and Litchfield Counties.
- (19) The New York-Manhattan Region includes the Borough of Manhattan.
- (20) The New York-Tri State Region includes the Southern portion of the State of New York (excluding the Borough of Manhattan) with the Northern border being the Northern borders of Dutchess, Ulster, and Sullivan Counties; Northern New Jersey and the Connecticut counties of Fairfield, New Haven and Litchfield.
- (21) The Upstate New York Region includes the Northern portion of the State of New York with the Southern border being the Northern borders of Dutchess, Ulster, and Sullivan Counties.
- (22) The North Central Region includes the states of Montana, North Dakota, South Dakota, Wyoming, Minnesota and Wisconsin, except the Wisconsin counties of Racine, Kenosha, Walworth, Rock, Green Lafayette, and Grant.
- (23) The Northwest Region includes the states of Idaho, Oregon, Washington, and Alaska.
- (24) The Ohio Valley Region includes Kentucky, Southern and Central Ohio and a portion of Indiana.
- (25) The Oklahoma Region includes the state of Oklahoma.
- (26) The Southern Arizona Region included the Tucson area.
- (27) The Southeast Region includes the states of Georgia, Tennessee (excluding Memphis), and the state of Alabama (excluding Mobile).
- (28) The Southwest Region includes the states of Arizona and Nevada.
- (29) The South Texas Region includes portions of the state, generally south of the City of Round Rock.
- (30) The North Texas/New Mexico and Memphis Region includes North Texas, generally north of the City of Round Rock, Texas all of New Mexico, and the City of Memphis.
- (31) The Virginia Region includes the states of Virginia and West Virginia.
- (32) The Utah Region includes the state of Utah.
- (33) The Canada Region includes the country of Canada.

TABLE NO. 4
COMPANY-OWNED REGIONS STATUS SUMMARY*
FOR FISCAL YEARS 2020 TO 2022

Company-Owned Region	Year	Company-Owned Regions Operating at Start of Year	Company-Owned Regions Opened	Company-Owned Regions Reacquired from Franchisee	Company-Owned Regions Closed	Company-Owned Regions Sold to Franchisee	Company-Owned Regions Operating at End of Year
Los Angeles Coastal ⁽¹⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Westside LA ⁽²⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Northern California & HI ⁽³⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Southern California ⁽⁴⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Inland Empire California ⁽⁵⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Central/Southern California ⁽⁶⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Carolina ⁽⁷⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Colorado ⁽⁸⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
North Florida ⁽⁹⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Florida ⁽¹⁰⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Houston Fry Road ⁽¹¹⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Greater Pennsylvania ⁽¹²⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Gulf States ⁽¹³⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Company-Owned Region	Year	Company-Owned Regions Operating at Start of Year	Company-Owned Regions Opened	Company-Owned Regions Reacquired from Franchisee	Company-Owned Regions Closed	Company-Owned Regions Sold to Franchisee	Company-Owned Regions Operating at End of Year
Greater Heartland ⁽¹⁴⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maryland & D.C. ⁽¹⁵⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
MI/NO ⁽¹⁶⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Mid-American ⁽¹⁷⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
New England ⁽¹⁸⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New York - Manhattan ⁽¹⁹⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
New York-Tri State ⁽²⁰⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Upstate New York ⁽²¹⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
North Central ⁽²²⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Northwest ⁽²³⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Ohio Valley ⁽²⁴⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oklahoma ⁽²⁵⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Southern Arizona ⁽²⁶⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Southeast ⁽²⁷⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Southwest ⁽²⁸⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

Company-Owned Region	Year	Company-Owned Regions Operating at Start of Year	Company-Owned Regions Opened	Company-Owned Regions Reacquired from Franchisee	Company-Owned Regions Closed	Company-Owned Regions Sold to Franchisee	Company-Owned Regions Operating at End of Year
South Texas ⁽²⁹⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
North Texas/ New Mexico/ Memphis ⁽³⁰⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Virginia ⁽³¹⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Utah ⁽³²⁾	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Canada ⁽³³⁾	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	11	0	0	0	0	11
	2021	11	0	0	0	2	9
	2022	9	0	0	0	0	9

* The Regions shown in the preceding chart are partially owned by one or more individuals listed in Item 2. Each of these Regions operates under a separate Regional Representative Agreement. For purposes of the mathematical calculations of the Item 20 charts, Regions were counted as either “Company-Owned Regions” or “Franchised Regions” according to Item 20 specifications as of December 31st of each year. As such, the Company-Owned Regions and Franchised Regions totals may not consistently reconcile on a year-to-year basis. In addition, Table No. 3 reflects previously franchised Regions that were consolidated into company-owned or other franchised Regions as Reacquired by Franchisor or Ceased Operations-Other Reasons, as appropriate. However, Table No. 4 does not reflect previously franchised Regions that were consolidated into company-owned as Company-Owned Regions Opened or Company-Owned Regions Reacquired from Franchisee since there the consolidated Regions are not operated separately following consolidation.

TABLE NO. 5
PROJECTED REGION OPENINGS
AS OF DECEMBER 31, 2022

Region	Representative Agreements Signed but Region Not Opened	Projected New Franchised Regions in the Next Fiscal Year	Projected New Company Owned Regions in the Next Fiscal Year
Totals	0	0	0

List of Current Regional Representatives

Attached as Exhibit C to this Disclosure Document is a list of Regional Representatives as of December 31, 2022.

List of Former Regional Representatives

There were no Regional Representatives who had Regions terminated, canceled or not renewed during the 2022 fiscal year, and no Regional Representatives who had Regions otherwise voluntarily or involuntarily cease doing business during 2022, or failed to communicate with us during the 10-week period immediately preceding the date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

During the last three fiscal years, we have signed agreements with Regional Representatives that contain confidentiality clauses that would restrict their ability to speak openly about their experience. In some instances, current and former Regional Representatives sign provisions restricting their ability to speak openly about their experience with Keller Williams Realty, Inc. You may wish to speak with current and former Regional Representatives, but be aware that not all of those Regional Representatives will be able to communicate with you.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark specific Regional Representative organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

The financial statements of Keller Williams Realty, Inc.* listed below are attached to this Disclosure Document as Exhibit A:

Audited statements:

Independent Auditor's Report

Consolidated Balance Sheets as of December 31, 2022 and December 31, 2021

Consolidated Statements of Income for the Years Ended December 31, 2022, December 31, 2021, and December 31, 2020

Consolidated Statements of Stockholders' Deficit for the Years Ended December 31, 2022, December 31, 2021, and December 31, 2020

Consolidated Statements of Cash Flows for the Years Ended December 31, 2022, December 31, 2021, and December 31, 2020

Notes to Consolidated Financial Statements

Out fiscal year end is December 31st of each calendar year.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and the related attachments:

- B. Regional Representative Agreement
- G. Sample Form of General Release

ITEM 23
RECEIPTS

Two copies of a Receipt for this Disclosure Document are attached as the last two pages of this booklet. Please sign, date and return one copy to us; retain the other copy for your files. Please act promptly; we cannot communicate with you any further until we receive your signed Receipt.

EXHIBIT A
FINANCIAL STATEMENTS



**Keller Williams Realty, Inc.
and Subsidiaries**

Consolidated Financial Report
December 31, 2022

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Independent Auditor's Report

Board of Directors
Keller Williams Realty, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Keller Williams Realty, Inc. and its subsidiaries (collectively, the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, the related consolidated statements of income, changes in stockholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 2022, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

Austin, Texas
March 23, 2023

Keller Williams Realty, Inc. and Subsidiaries

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 47,261,443	\$ 52,538,939
Royalties and fees receivable, net	20,830,891	26,130,769
Profit and growth share receivable	5,602,227	14,642,814
Related-party receivables	3,732,911	911,074
Prepaid expenses and other current assets	18,568,241	11,824,363
Assets held in trust (vested)	420,013	2,165,457
Total current assets	96,415,726	108,213,416
Restricted cash	1,071,163	895,134
Noncurrent prepaid expenses and other noncurrent assets	5,541,937	4,531,967
Note receivable from related party	50,000,000	30,000,000
Property and equipment, net	2,739,406	3,632,968
Internally developed software, net	65,033,062	62,881,379
Operating lease right-of-use assets, net	13,979,253	5,966,852
Goodwill	22,659,157	3,570,925
Intangible assets, net	72,125,925	60,861,076
Assets held in trust (unvested)	-	433,182
Deferred tax asset, net	1,796,577	5,829,769
Total assets	\$ 331,362,206	\$ 286,816,668

Keller Williams Realty, Inc.

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Liabilities and Stockholders' Equity / (Deficit)		
Current liabilities:		
Accounts payable	\$ 7,525,381	\$ 11,261,005
Commissions payable	5,406,724	7,533,067
Profit and growth share payable	7,693,011	16,318,458
Accrued payroll	14,629,836	7,756,194
Related-party payables	9,609,941	6,299,275
Other accrued expenses	19,353,849	11,504,377
Current portion of deferred revenue	9,375,284	8,720,901
Current portion of contingent consideration	2,365,450	2,546,752
Current portion of deferred compensation	10,092,829	14,797,773
Current portion of lease liabilities	3,215,606	2,566,158
Current portion of notes payable	3,733,275	4,002,610
Total current liabilities	93,001,186	93,306,570
Long-term liabilities:		
Long-term portion of deferred revenue	11,227,851	11,345,255
Long-term portion of contingent consideration	3,686,557	9,278,480
Long-term portion of deferred compensation	106,200,867	149,830,177
Long-term portion of lease liabilities	12,494,093	5,500,338
Long-term portion of related-party payables	3,640,000	-
Line of credit	50,000,000	-
Notes payable, less current portion	13,583,839	10,817,115
Total long-term liabilities	200,833,207	186,771,365
Total liabilities	293,834,393	280,077,935
Stockholders' equity / (deficit):		
Class A common stock; par value \$0.01 per share; 1,000,000 shares authorized; 10 shares issued and outstanding	-	-
Class B common stock; par value \$0.01 per share; 1,000,000 shares authorized; 2,212 shares issued and outstanding	22	22
Additional paid-in capital	12,059,729	12,059,729
Accumulated deficit	(20,663,548)	(42,047,772)
Total stockholders' equity / (deficit) attributable to Keller Williams Realty, Inc.	(8,603,797)	(29,988,021)
Noncontrolling interest	46,131,610	36,726,754
Total stockholders' equity / (deficit)	37,527,813	6,738,733
Total liabilities and stockholders' equity / (deficit)	\$ 331,362,206	\$ 286,816,668

Keller Williams Realty, Inc. and Subsidiaries

Consolidated Statements of Income

Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Revenues:			
Franchise revenue	\$ 3,295,824	\$ 5,537,843	\$ 366,184
Royalty revenue	235,236,362	255,095,945	230,563,808
Brokerage revenue	218,189,468	136,044,724	-
Service fees	63,492,377	61,694,890	57,522,233
Training, products and events	108,400,147	87,875,103	87,664,442
Other revenue	8,459,977	5,472,724	8,434,532
Real estate platform revenue	15,455,878	-	-
Total revenues	652,530,033	551,721,229	384,551,199
Commission expense	84,208,892	93,094,176	84,876,826
Brokerage cost of sales	210,015,829	131,063,975	-
Real estate platform cost of sales	12,943,601	-	-
Net revenue	345,361,711	327,563,078	299,674,373
Operating costs (gains):			
Payroll and related expenses	74,555,827	64,297,308	57,285,696
Consulting and professional services	124,869,921	84,756,780	48,682,451
Change in fair value of deferred compensation	(39,215,879)	(32,790,422)	3,985,329
Change in fair value of contingent consideration	(3,240,711)	513,804	1,158,234
Event costs	23,373,468	8,834,445	11,925,883
Technology service costs	36,924,382	31,087,347	30,182,781
Printing and fulfillment	1,317,579	762,988	1,387,640
Operating lease expense	5,953,266	4,214,400	3,109,426
Advertising expense	1,319,376	581,060	433,722
Depreciation	1,226,731	1,661,264	1,756,471
Amortization	27,562,580	19,041,634	14,262,725
Impairment of intangible assets	370,833	-	2,535,390
Impairment of goodwill	10,055,157	-	-
Other operating costs	17,633,014	16,818,722	14,310,119
Total operating costs	282,705,544	199,779,330	191,015,867
Income from operations	62,656,167	127,783,748	108,658,506
Other income (expense):			
Change in fair value of investments	(406,575)	116,030	3,124,227
Other income	3,750,255	1,444,290	331,391
Interest expense and other, net	(670,435)	(1,082,639)	(1,627,193)
Net income before income tax expense	65,329,412	128,261,429	110,486,931
Income tax expense	6,575,020	6,575,097	5,745,987
Net income	58,754,392	121,686,332	104,740,944
Income attributable to noncontrolling interest	(23,932,396)	(24,496,199)	(19,622,824)
Net income attributable to Keller Williams Realty, Inc.	\$ 34,821,996	\$ 97,190,133	\$ 85,118,120

Keller Williams Realty, Inc. and Subsidiaries

Consolidated Statements of Changes in Stockholders' Equity / (Deficit) Years Ended December 31, 2022, 2021, and 2020

	Class A Common Stock		Class B Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Keller Williams Realty, Inc. Stockholders' Deficit	Noncontrolling Interest	Total Stockholders' Equity / (Deficit)
	Shares	Amount	Shares	Amount					
Balance at December 31, 2019	10	-	2,212	22	13,815,889	(136,159,933)	(122,344,022)	21,681,626	(100,662,396)
Net income	-	-	-	-	-	85,118,120	85,118,120	19,622,824	104,740,944
Purchase of minority interest from shareholder	-	-	-	-	(1,756,160)	-	(1,756,160)	(2,079,194)	(3,835,354)
Cash distributions	-	-	-	-	-	(24,409,190)	(24,409,190)	(10,080,812)	(34,490,002)
Balance at December 31, 2020	10	-	2,212	22	12,059,729	(75,451,003)	(63,391,252)	29,144,444	(34,246,808)
Net income	-	-	-	-	-	97,190,133	97,190,133	24,496,199	121,686,332
Cash distributions	-	-	-	-	-	(63,786,902)	(63,786,902)	(16,913,889)	(80,700,791)
Balance at December 31, 2021	10	-	2,212	22	12,059,729	(42,047,772)	(29,988,021)	36,726,754	6,738,733
Net income	-	-	-	-	-	34,821,996	34,821,996	23,932,396	58,754,392
Acquisition related non-controlling interest	-	-	-	-	-	-	-	2,766,778	2,766,778
Cash distributions	-	-	-	-	-	(13,437,772)	(13,437,772)	(17,294,318)	(30,732,090)
Balance at December 31, 2022	10	-	2,212	22	12,059,729	(20,663,548)	(8,603,797)	46,131,610	37,527,813

Keller Williams Realty, Inc. and Subsidiaries

Consolidated Statements of Cash Flows Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income	\$ 58,754,392	\$ 121,686,332	\$ 104,740,944
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	1,226,731	1,661,264	1,756,471
Amortization	27,562,580	19,041,634	14,262,725
Impairment of intangibles and goodwill	10,425,990	-	2,535,390
Deferred tax expense	4,033,192	1,745,438	867,312
Change in fair value of deferred compensation	(39,215,879)	(32,790,422)	3,985,329
Change in fair value of contingent consideration	(3,240,711)	513,804	1,158,234
Change in fair value of investments in securities	406,575	(116,030)	-
Legal settlement accrual, net of settlement payments	10,221,781	-	-
Changes in operating assets and liabilities, net of acquisitions:			
Receivables	11,518,628	2,469,453	(11,692,809)
Prepaid expenses and other current assets	(6,470,158)	(7,212,814)	(3,528,235)
Operating lease right-of-use assets and lease liabilities	(369,198)	(89,111)	(85,709)
Accounts payable	(3,735,624)	4,710,169	(515,096)
Commissions payable	(2,126,343)	(146,890)	1,483,287
Deferred revenue	536,979	1,509,824	(2,234,163)
Deferred compensation	(6,939,749)	(9,143,039)	(8,586,160)
Profit share and accrued expenses	2,826,552	10,947,303	13,908,928
Net cash provided by operating activities	65,415,738	114,786,915	118,056,448
Cash flows from investing activities:			
Business combinations	(2,126,389)	(1,250,000)	-
Asset acquisitions, net of cash acquired	(558,900)	(1,766,411)	-
Cost method investment	(2,492,878)	-	-
Proceeds from sales of market centers	-	863,500	-
Purchases of property and equipment	(333,169)	(882,567)	(268,729)
Contingent consideration	(2,532,514)	(2,340,483)	(2,470,457)
Internally developed software	(28,815,167)	(29,383,596)	(25,043,074)
Disbursements for notes receivable	(1,800,000)	-	(1,405,000)
Disbursements for notes receivable - related parties	(50,000,000)	(30,000,000)	-
Collections on notes receivable	109,735	3,303,078	32,600
Proceeds from sale of securities, net of selling expense	-	6,004,632	-
Purchase of minority interest from shareholder	-	-	(3,835,354)
Net cash used in investing activities	(88,549,282)	(55,451,847)	(32,990,014)
Cash flows from financing activities:			
Dividends paid	(30,732,090)	(80,700,791)	(34,490,002)
Borrowings on line of credit	50,000,000	-	17,250,000
Repayment of line of credit	-	(25,000,000)	(791,667)
Investment by non-controlling interest	2,766,778	-	-
Payments of notes payable	(4,002,611)	(3,319,632)	(3,287,868)
Net cash provided by / (used in) financing activities	18,032,077	(109,020,423)	(21,319,537)
Net (decrease) / increase in cash and cash equivalents	(5,101,467)	(49,685,355)	63,746,897
Cash and cash equivalents at beginning of year (incl. restricted cash)	53,434,073	103,119,428	39,372,531
Cash and cash equivalents at end of year (incl. restricted cash)	\$ 48,332,606	\$ 53,434,073	\$ 103,119,428
Supplemental disclosures:			
Income taxes paid	\$ 638,931	\$ 1,283,752	\$ 3,362,334
Initial recognition of operating lease right of use assets	\$ -	\$ -	\$ 6,952,763
Initial recognition of operating lease liabilities	\$ -	\$ -	\$ 9,227,227
Interest paid	\$ 1,752,762	\$ 956,125	\$ 1,585,878
Non-cash investing activities:			
Business combinations	\$ 30,000,000	\$ -	\$ -

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Organization

Keller Williams Realty, Inc. (KWRI) and Subsidiaries (collectively, “we”, the “Company”, “it”, “us” or “our”) was formed as a Texas corporation in December 1994. KWRI sells and owns franchises of real estate brokerage offices and related services that operate under the Keller Williams Realty name. As of December 31, 2022, KWRI licensees were located in 50 states, the District of Columbia and seven provinces within 31 regions throughout the United States and Canada. Each licensee operates a market center within an awarded territory, within guidelines established by KWRI.

The number of KWRI franchisees reporting operations and the number of associates were as follows:

	December 31	
	2022	2021
Number of market centers	822	813
Number of associates	174,019	173,274

As of December 31, 2022 and 2021, KWRI held investments in certain consolidated affiliates related to the operations outlined below.

As of December 31, 2022, KW Worldwide had master licensing agreements in place in Europe, Asia, Africa, the Middle East, Mexico, Central and South America and the Caribbean.

As of December 31, 2022 and 2021, the number of KW Worldwide franchisees reporting operations and the number of associates were as follows:

	December 31	
	2022	2021
Number of market centers	325	287
Number of associates	17,864	14,847

Eight consolidated limited partnerships and one limited liability company have been formed to conduct regional operations under license agreements with KWRI to develop market centers in the United States of America.

In January 2022, the Company acquired a 90% interest in a limited liability company from a non-consolidating affiliate entity. The acquired business provides real estate platform that provides services to real estate teams such as, but not limited to, lead generation, coaching, and corporate overhead functions. In exchange for the majority interest in the business, the Company forgave a \$30,000,000 note receivable from the non-consolidating affiliate entity. The minority interest of 10% was recorded to equity and is presented on the Consolidated Statements of Changes in Stockholders' Equity. The acquired entity was valued at approximately \$33,000,000 and was determined to be a business combination as defined by the Accounting Standards Codification (ASC) Topic 805, Business Combinations, and was accounted for and consolidated accordingly. The Company recognized tax deductible goodwill of approximately \$29,100,000 and a finite-lived intangible asset of approximately \$3,000,000.

In April 2022, the Company formed two limited liability companies; these entities allow the Company to receive commissions generated from the purchase of insurance products by associates of the Company.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Organization (Continued)

In July 2022, a wholly-owned subsidiary of the Company acquired a 70% interest in an LLC that holds a regional representative agreement with KWRI. The purchase totaled approximately \$7,000,000 and was determined to be an asset acquisition as defined by the Accounting Standards Codification (ASC) Topic 805, Business Combinations, and was accounted for and consolidated accordingly. Substantially all acquired net assets are related to an indefinite-lived intangible asset; specifically, territorial sales rights.

Note 2. Summary of Significant Accounting Policies

Principles of consolidation: The consolidated financial statements include the accounts of KWRI, its wholly-owned subsidiaries and those entities in which it has a variable interest and of which it is the primary beneficiary, or those entities in which it has a majority voting interest. All significant intercompany accounts and transactions have been eliminated.

Variable Interests: KWRI determines the nature of transactions wherein the Company may have a variable interest in an entity. When KWRI determines the Company does have a variable interest, the Company applies the consolidation considerations as prescribed by ASC 810 Consolidation.

Variable Interest Entities: KWRI determines whether it has a controlling financial interest in an entity by first evaluating whether the entity is a variable interest entity (VIE), then by evaluating whether the entity is a voting interest entity.

VIEs are legal entities in which the equity investors do not have sufficient equity at risk for the entity to independently finance its activities without additional subordinated financial support or the collective holders do not have the power through voting rights to direct the activities of the entity that most significantly impact its economic performance, the obligation to absorb any losses of the entity, or the right to receive residual returns of the entity.

Consolidation of a VIE is considered appropriate if a reporting entity is the primary beneficiary, which is the entity that has both the power to direct the activities that most significantly impact the economic performance of the entity and the right to receive benefits and/or the obligation to absorb losses that would be significant to the VIE. Management periodically performs a qualitative analysis to determine if KWRI is the primary beneficiary of a VIE. This analysis includes review of the VIEs' capital structures, contractual terms and primary activities, including KWRI's ability to direct the activities of the VIEs and obligations to absorb losses, or the right to receive benefits, significant to the VIEs. Accordingly, KWRI consolidates affiliates in which KWRI is a primary beneficiary.

Voting interest entities are entities that are not VIEs, which are entities that are controlled through their voting interests. The usual condition for a controlling financial interest in a voting interest entity is ownership of a majority voting interest. Accordingly, KWRI consolidates its majority-owned affiliates, in which it holds more than 50 percent of the voting rights.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

The table below presents a summary of the carrying value and classification of assets and liabilities in consolidated VIEs.

	December 31	
	2022	2021
Current assets:		
Cash and cash equivalents	\$ 14,941,989	\$ 15,961,415
Royalties and fees receivable, net	1,047,077	836,460
Prepaid expenses and other current assets	5,212,184	4,677,643
Total current assets	21,201,250	21,475,518
Noncurrent prepaid expenses and other noncurrent assets	500,000	31,235
Property and equipment, net	-	18,341
Internally developed software, net	2,193,650	1,116,528
Operating lease right-of-use assets, net	-	289,661
Intangible assets, net	74,375,618	53,392,151
Deferred tax asset, net	927,763	877,503
Total assets	\$ 99,198,281	\$ 77,200,937
Current liabilities:		
Accounts payable	\$ 578,460	\$ 115,318
Profit and growth share payable	598,705	484,036
Accrued payroll	1,013,503	783,353
Other accrued expenses	3,244,749	3,436,325
Current portion of deferred revenue	850,789	820,706
Current portion of contingent consideration	2,365,450	2,546,752
Current portion of lease liabilities	-	154,761
Current portion of notes payable	2,048,468	2,753,352
Total current liabilities	10,700,123	11,094,603
Long-term liabilities:		
Long-term portion of deferred revenue	10,141,871	9,991,206
Long-term portion of contingent consideration	3,686,557	9,278,480
Long-term portion of lease liabilities	-	135,724
Notes payable, less current portion	3,219,780	6,904,554
Total long-term liabilities	17,048,208	26,309,964
Total liabilities	\$ 27,748,330	\$ 37,404,567

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

In the table above:

- Assets and liabilities are presented net of intercompany transactions and exclude the benefit of offsetting financial instruments that are held to mitigate the risks associated with the Company's variable interests.
- VIEs in which the Company holds a majority voting interest are excluded if (i) the VIE meets the definition of a business and (ii) the VIE's assets can be used for purposes other than the settlement of its obligations.
- Substantially all assets can only be used to settle obligations of the VIE.

Basis of accounting: These consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), whereby revenues are recognized in the period earned and expenses when incurred.

Noncontrolling interest: KWRI applies noncontrolling interest accounting for any consolidated entities in which KWRI maintains less than 100% ownership. KWRI identifies the noncontrolling interest in the balance sheet and income statement, including net income, net income attributable to noncontrolling interest and net income attributable to KWRI. As of December 31, 2022 and 2021, the noncontrolling interest consisted of the limited partners' and third-party interests in various limited partnerships and limited liability companies.

Estimates: The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Significant items that are subject to such estimates and assumptions include the allowance for doubtful accounts, estimated useful lives of long-lived and intangible assets, including internally developed software, and the determination of the present value of long-term liabilities related to the Company's deferred compensation contracts and contingent consideration from certain historical purchases. Actual results could differ from those estimates.

Cash and cash equivalents: For purposes of the consolidated statements of cash flows, the Company considers all short-term, highly liquid investments with an original maturity of three months or less to be cash equivalents. The Company's cash equivalents consist primarily of cash in bank accounts. A number of accounts are in excess of the federally-insured limit of \$250,000.

Restricted cash: We maintain certain cash balances restricted as to withdrawal or use. Our restricted cash is composed of cash separately held for the sole purposes of being held in escrow or paying off certain notes related to one of our asset acquisitions, as defined in the underlying purchase agreement (refer to Note 1 and Note 7). As of December 31, 2022 and 2021, the Company had restricted cash balances of approximately \$1,071,000 and \$895,000, respectively.

Receivables: Substantially all receivable balances are due from franchisees and agents or non-consolidating affiliated entities. Credit is extended based on an evaluation of the franchisee's financial condition and collateral is generally not required. A reserve for uncollectible accounts is established as deemed necessary based upon overall accounts receivable aging levels and a specific review of accounts for franchisees with known financial difficulties. Account balances are charged off against the allowance after recovery efforts have ceased. As of December 31, 2022 and 2021, the Company recorded an allowance of approximately \$100,000.

Note 2. Summary of Significant Accounting Policies (Continued)

Equity securities: We have accounted for equity securities under the equity, cost, or fair value method. Investments through which we exercise significant influence but do not have control over the investee are accounted for under the equity method. Investments through which we are not able to exercise significant influence over the investee are accounted for under the cost method. Refer to the fair value measurements section of our Summary of Significant Accounting Policies Note for more details regarding equity securities carried at fair value. As of December 31, 2022 and 2021, the Company held marketable securities of approximately \$57,000 and \$463,000, respectively.

Property and equipment: Property and equipment are stated at cost and depreciated/amortized using the straight-line method over their useful lives, which is generally seven years for office furniture, five years for vehicles, three to five years for office equipment, and three years for software. Leasehold improvements are depreciated using the straight-line method over the lesser of the life of the asset or the lease term. Expenditures for renewals or betterments are capitalized, and repairs and maintenance are charged to expense as incurred. The cost and accumulated depreciation of assets sold or otherwise disposed of are removed from the accounts, and any gain or loss thereon is reflected in operations.

Intangible assets: Finite-lived intangible assets are stated at cost and depreciated/amortized using the straight-line method over their useful lives, which is generally three years for finite lived intangibles, the life of the contract for contract-based intangibles, three to ten years for noncompete agreements, and indefinite for regional license agreements, market center franchise license agreements, and territorial rights. The cost and accumulated amortization of intangible assets sold or otherwise disposed of are removed from the accounts, and any gain or loss thereon is reflected in operations.

Impairment of long-lived assets: The Company periodically reviews the carrying value of its long-lived assets, such as property and equipment and finite-lived intangible assets, whenever current events or circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future undiscounted cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less estimated costs to sell. For the year ended December 31, 2022, the Company recorded an impairment charge of approximately \$370,000 related to intangible assets acquired in conjunction with its purchase of an entity in 2021. For the year ended December 31, 2021, the Company did not record any impairment charges. For the year ended December 31, 2020, the Company recorded an impairment charge of approximately \$2,500,000 related to intangibles acquired in conjunction with its purchase of an entity in 2018.

Impairment of goodwill and indefinite lived intangibles: Goodwill is reviewed at least annually for impairment and more often when impairment indicators are present. The Company employs a step-zero approach which allows the assessment of qualitative factors to determine whether it is necessary to perform the quantitative goodwill impairment test. The qualitative assessment requires significant judgments by management about macro-economic conditions including the entity's operating environment, its industry and other market considerations, entity-specific events related to financial performance or loss of key personnel, and other events that could impact each reporting unit. If we conclude that further testing is required, we compare the fair value of a reporting unit with the carrying value of its net assets. Fair value is calculated by utilizing a discounted cash flow model with management inputs including, but not limited to, weighted average cost of capital and estimated future cash flows of the reporting unit. If the fair value of the reporting unit is less than the carrying value of the reporting unit, we record an impairment loss to reduce the carrying value of the reporting unit's net assets to the fair value of the reporting unit.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

For the year ended December 31, 2022, the Company recorded goodwill impairment charges of approximately \$621,000 related to goodwill acquired in conjunction with its purchase of an entity in 2021 and approximately \$9,400,000 related to goodwill acquired in conjunction with its purchase of an entity in 2022. See Note 6 for further information. For the year ended December 31, 2021, the company did not record any goodwill impairment charges.

For the year ended December 31, 2022, the Company recorded an intangible asset impairment charge of approximately \$371,000 related to an intangible asset acquired in conjunction with its purchase of an entity in 2021.

Fair value measurements: The Company accounts for certain of its financial assets and liabilities at fair value. In determining and disclosing fair value, the Company uses a fair value hierarchy established by U.S. GAAP. Due to their short maturity, the carrying amounts reported in the consolidated financial statements for cash and cash equivalents, restricted cash, royalties and fees receivable, profit and growth share receivable, related party receivables, prepaid expenses and other current assets, accounts payable, commissions payable, profit and growth share payable, accrued payroll, other accrued expenses and deferred revenues approximated fair values.

As a basis for considering such assumptions, Accounting Standards Codification (ASC) Topic 820-10, Fair Value Measurements and Disclosures—Overall, establishes a three-tier fair value hierarchy that prioritizes the inputs used in measuring fair value as follows:

Level 1: Observable inputs, such as quoted prices in active markets for identical and unrestricted assets or liabilities.

Level 2: Quoted prices for similar assets or liabilities or inputs other than quoted prices in active markets that are observable either directly or indirectly.

Level 3: Unobservable inputs in which there is little or no market data, which require the Company to develop its own assumptions about the assumptions market participants would use in pricing the asset or liability. Valuation techniques include the use of option-pricing models, discounted cash flow models and similar techniques.

At December 31, 2022 and December 31, 2021, the Company had approximately \$57,000 and \$463,000, respectively, of investments, as included in prepaid expenses and other current assets, required to be measured at fair value using Level 1 inputs. The investment consisted of common shares in a publicly traded entity in which the shares have quoted prices on the Nasdaq Stock Market. We had no assets or liabilities required to be measured at fair value using Level 2 inputs. The Company's contingent consideration and post-employment deferred compensation liabilities are recorded at fair value on a recurring basis, determined using Level 3 inputs.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Contingent consideration: In connection with the Company's completion of a business combination in 2013, the Company has recognized contingent consideration to be paid annually between 2013 and 2025. Annual installments are the greater of a fixed amount or a percentage of non-U.S. GAAP operating income of the acquired entity, as defined in the agreement. The contingent consideration was measured at fair value and recognized as of the acquisition date. At each reporting date, the Company re-measures the contingent consideration obligation to estimated fair value. Any changes in the fair value of contingent consideration will be recognized in operating expenses until the contingent consideration arrangement is settled. Contingent consideration is presented at fair value based on a number of inputs, including forecasted results from operations, as well as future discounted cash flow projections.

Balance at December 31, 2019	\$ 14,964,134
Payment	(2,470,457)
Change in value	1,158,234
Balance at December 31, 2020	13,651,911
Payment	(2,340,483)
Change in value	513,804
Balance at December 31, 2021	11,825,232
Payment	(2,532,514)
Change in value	(3,240,711)
Balance at December 31, 2022	\$ 6,052,007

Deferred compensation: During and subsequent to 2008, the Company entered into several deferred compensation contracts with several key employees. Under these contracts, the participants earn a percentage of profits from certain profit centers. The contracts call for these profit-based bonuses to continue subsequent to employment and through the lifetime of the participant, and in certain instances, the lifetime of the participant's spouse. The post-employment benefits are nontransferable to trusts or other parties and generally terminate upon death. Deferred compensation is presented at fair value based on a number of inputs, including estimated life spans of participants, as well as future discounted profit projections. Included in the year-end deferred compensation balances below is the nonqualified deferred compensation plan, as disclosed in Note 11.

Balance at December 31, 2019	\$ 202,948,488
Payment	(8,544,494)
Change in value	3,985,329
2020 reclassification from accrued salaries	8,155,688
Balance at December 31, 2020	206,545,011
Payment	(9,126,639)
Change in value	(32,790,422)
Balance at December 31, 2021	164,627,950
Payment	(9,118,375)
Change in value	(39,215,879)
Balance at December 31, 2022	\$ 116,293,696

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Revenue recognition: The majority of the Company's revenues consist of fees from franchised regions and market centers, royalties from franchisees, service-related fees, and training, products and events. Revenues from franchised regions and market centers include royalties based on a percent of sales, and initial fees. A portion of the Company's revenue is generated by assisting home sellers and buyers in listing, marketing, selling and finding homes.

Beginning in 2021, we hold the real estate brokerage license that is necessary under relevant state laws and regulations to provide brokerage services and therefore we control those services that are necessary to legally transfer real estate between home sellers and buyers. We are the principal in the transaction and recognize as revenue the gross amount of the commission we expect to receive in exchange for those services. Revenue is recognized upon the transfer of control of promised services to the home sellers or home buyers. Accordingly, real estate commissions are recorded as revenue at the point in time real estate transactions are closed (i.e., sale or purchase of a home). Commissions paid to agents and others are recognized concurrently with associated revenue and are presented within the 'Brokerage cost of sales' expense line on our consolidated statement of income.

Beginning in 2022, we provide a real estate platform to real estate teams across the country. This platform provides services such as lead generation, coaching, and corporate overhead functions in exchange for both a fixed fee and an agreed-upon portion of each real estate team's operational profit. We are the principal in these transactions and recognize revenue as the gross amount of funds we expect to receive in exchange for these services. Revenue is recognized upon transfer of control of promised services to the real estate teams. Costs incurred to provide the suite of services to real estate teams are recognized concurrently with associated revenue and are presented within the 'Real estate platform cost of sales' expense line on our consolidated statement of income.

ASC Topic 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services through the application of a five-step model. The Company recognizes revenue from services and products at a point in time related to the underlying sale. Training and events revenue are recognized on a deferred basis as described in Note 8. Royalties from franchisees, which are based on a percent of sales, are recognized at the time the underlying sales occur. Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is generally ten to twenty years.

Advertising: Advertising costs are expensed in the period incurred.

Income taxes: The organizational structure of the entities consolidated into the Company is such that the entities are not subject to federal corporate income tax on their taxable income. Instead, the stockholders are liable for individual income taxes on their respective shares of taxable net income.

KWRI and its domestic affiliates are subject to state and local income taxes that range from 0.095% to 9.900% of income earned in each jurisdiction. Approximately 42.640% of the Company's domestic revenue is considered Texas gross receipts and is subject to a franchise tax of 0.750% of gross margin, as defined under Texas law. The weighted-average state and local tax rate for the Company was approximately 0.732% in 2022, 4.583% in 2021, and 4.240% in 2020.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

The Company accounts for state and local income taxes using the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and net operating loss and credit carry forward amounts. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates will be recognized in the period that includes the enactment date.

The Company is subject to a 10.0% foreign withholding tax on all royalties and fees received from the Company's 27 Canadian market centers. Taxes may also be withheld from royalties and fees paid by other non-United States countries, ranging from 5.0% to 31.5%. Royalties and fees received from Canada totaled approximately \$7,900,000, \$8,000,000, and \$6,700,000 for the years ended December 31, 2022, 2021, and 2020, respectively. Royalties and fees received from other non-United States countries totaled approximately \$12,300,000, \$10,800,000, and \$6,600,000 for the years ended December 31, 2022, 2021, and 2020, respectively. See Note 12 for additional information about these withholding taxes.

The Company regularly assesses uncertain tax positions in each of the tax jurisdictions in which it has operations and accounts for the related financial statement implications. Unrecognized tax benefits are reported using the two-step approach under which tax effects of a position are recognized only if it is more-likely-than-not to be sustained and the amount of the tax benefit recognized is equal to the largest tax benefit that is greater than 50% likely of being realized upon ultimate settlement of the tax position.

Determining the appropriate level of unrecognized tax benefits requires the Company to exercise judgment regarding the uncertain application of tax law. The amount of unrecognized tax benefits is adjusted when information becomes available or when an event occurs indicating a change is appropriate. At December 31, 2022 and 2021, there were no material unrecognized tax positions. Future changes in unrecognized tax requirements could have a material impact on the results of operations.

Recently issued accounting standards: The Company considers the applicability and impact of all Accounting Standards Updates (ASUs) issued by the Financial Accounting Standards Board (FASB).

In January 2017, Accounting Standards Update No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* was issued. This ASU was issued to simplify how entities are required to test goodwill for impairment by eliminating Step 2 from the goodwill impairment test. The Company adopted the ASU effective January 1, 2022 and applied the amendments in this Update on a prospective basis.

Subsequent events: The Company evaluates events that occur subsequent to the consolidated balance sheet date, but before consolidated financial statements are issued for periods ending on such balance sheet dates, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which the Company's consolidated financial statements are available for issuance. For the consolidated financial statements as of December 31, 2022, and for the year ended December 31, 2022, this date was March 23, 2023.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 3. Franchisee Profit and Growth Sharing Plans

The Company administers a franchisee profit sharing plan for the United States and Canada and a growth sharing plan worldwide, each of which redistributes funds collected based on established guidelines.

The profit-sharing payment is based on recruiting associates into profitable market centers. Profit sharing contributions, based on franchisee operating profit, are received by the Company in the month following the base month. Distributions from the profit-sharing fund are generally transmitted electronically to recipients by the end of the month following the base month.

The growth sharing payment is based on recruiting associates into the worldwide regions. Growth sharing contributions due to recipients outside the region are typically received by the Company two months following the base month. Distributions from this growth sharing fund are generally paid to the regional representatives for distribution to recipients quarterly.

The Company acts as an agent with respect to the profit sharing and the growth sharing funds. As such, these amounts are presented net and as a result are not reflected in the Company's consolidated statements of income.

Note 4. Property and Equipment

The Company's property and equipment consisted of the following:

	December 31	
	2022	2021
Furniture and fixtures	\$ 714,633	\$ 810,983
Vehicles	164,938	164,938
Office equipment	3,557,209	5,538,377
Leasehold improvements	5,099,211	8,348,462
Software	1,096,908	1,747,379
	10,632,899	16,610,139
Less: accumulated depreciation	(7,893,492)	(12,977,171)
	\$ 2,739,406	\$ 3,632,968

Depreciation expense on property and equipment totaled approximately \$1,227,000, \$1,661,000, and \$1,757,000 for the years ended December 31, 2022, 2021, and 2020, respectively.

Note 5. Internally Developed Software

The Company capitalizes costs related to development of hosted services made available to our associates and internal use of enterprise-level business and finance software in support of its operational needs. Costs incurred in the application development phase are capitalized and amortized on a straight-line basis over their useful lives, which is generally four years. Costs related to planning and other preliminary project activities are expensed as incurred. Costs related to post-implementation activities are expensed as incurred unless such activities result in enhancements or additional functionality. The Company tests these assets for impairment whenever events or changes in circumstances occur that could impact their recoverability.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 5. Internally Developed Software (Continued)

Amortization of capitalized internally developed software costs was approximately \$26,664,000, \$18,930,000, and \$12,560,000 for the years ended December 31, 2022, 2021, and 2020, respectively. Write-offs and impairments of capitalized internally developed software costs were \$0 for the years ended December 31, 2022, 2021, and 2020.

Note 6. Intangible Assets and Goodwill

The composition of intangible assets is as follows:

	1/1/2022 Net carrying value	Additions	Amortization	Impairment	12/31/2022 Net carrying value
Noncompete agreements	\$ 841,734	\$ -	\$ (360,499)	\$ (370,833)	\$ 110,402
Customer relationships	-	2,983,000	(538,597)	-	2,444,403
License agreements	35,057,870	-	-	-	35,057,870
Cost method investment	-	2,492,878	-	-	2,492,878
Territorial sales rights	24,961,472	7,058,900	-	-	32,020,372
	\$ 60,861,076	\$ 12,534,778	\$ (899,097)	\$ (370,833)	\$ 72,125,925

The Company's customer relationships intangible asset was acquired in conjunction with a business combination in January 2022. See Note 1 for further information. In January 2022, the Company's cost method investment intangible asset was acquired in conjunction with a minority interest investment in a limited liability company specializing in digital payments for real estate transactions. In July 2022, the Company completed an asset acquisition and recognized approximately \$7,000,000 of territorial sales rights, an indefinite lived intangible asset. The Company recorded impairment charges of approximately \$370,000 related to intangible assets acquired in conjunction with its purchase of an entity in 2021. For the years ended December 31, 2021 and 2020, the Company recorded \$0 in intangible asset impairment charges.

Future amortization of intangible assets as of December 31, 2022, is as follows:

Years ending December 31:	
2023	\$ 607,569
2024	497,167
2025	497,167
2026	497,167
2027	455,735
Thereafter	-
	\$ 2,554,805

Amortization of intangible assets expense totaled approximately \$900,000, \$110,000, and \$1,700,000 for the years ended December 31, 2022, 2021, and 2020, respectively.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 6. Intangible Assets and Goodwill (Continued)

The composition of goodwill is as follows:

Balance as of January 1, 2022	
Goodwill	\$ 3,570,925
Accumulated impairment losses	-
	<u>3,570,925</u>
Goodwill acquired during year	29,143,388
Impairment losses	<u>(10,055,156)</u>
Balance as of December 31, 2022	
Goodwill	32,714,313
Accumulated impairment losses	<u>(10,055,156)</u>
	<u>\$ 22,659,157</u>

The Company acquired approximately \$29,000,000 of goodwill as part of a business combination conducted in January 2022. See Note 1 for further information. The acquired entity's actual operating results for the year ended December 31, 2022 and prospective operating forecast did not align with the Company's internal expectations and key operating metrics; the Company recorded a goodwill impairment charge of approximately \$9,400,000 for this entity. The Company recorded an impairment charge of approximately \$621,000 related to goodwill acquired in conjunction with its purchase of an entity in 2021. For the years ended December 31, 2021 and 2020, the Company recorded \$0 in goodwill impairment charges.

Note 7. Notes Payable and Line of Credit

The Company's notes payable consisted of the following:

	December 31	
	2022	2021
Unsecured note payable to seller, bearing interest at 6.00%; maturing in June 2022; guaranteed by KWRI	-	654,620
Unsecured note payable to seller; bearing interest at 4.00%; maturing in April 2025; guaranteed by KWRI	3,648,101	5,110,469
Secured line of credit, bearing variable interest (SOFR plus applicable margin); maturing in July 2025; secured by substantially all assets of KWRI	50,000,000	-
Unsecured notes payable to sellers, bearing interest at 5.50%; maturing in November 2025; guaranteed by KWRI	1,620,147	2,118,552
Unsecured note payable to seller, bearing interest at 3.25%; maturing in June 2025	3,578,942	4,473,677
Unsecured notes payable to sellers, bearing interest at 3.25%; maturing in June 2026	1,969,926	2,462,407
Unsecured note payable to seller, bearing interest at 4.00%; maturing in August 2032	6,500,000	-
	<u>67,317,114</u>	<u>14,819,725</u>
Less current maturities	<u>3,733,275</u>	<u>4,002,610</u>
Long-term portion of notes payable and line of credit	<u>\$ 63,583,839</u>	<u>\$ 10,817,115</u>

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 7. Notes Payable and Line of Credit (Continued)

In July 2022, the Company established a line of credit with available borrowings of \$150,000,000. The line of credit requires the Company to maintain certain financial and reporting covenants. The Company was in compliance with these covenants as of December 31, 2022. Borrowings under the line of credit generally bear interest at a variable rate of SOFR plus margin, with a SOFR floor of 0.00%. As of December 31, 2022, the Company had \$50,000,000 outstanding in borrowings under the line of credit.

In July 2022, the Company completed an asset acquisition (see Note 1) and issued a note payable to the sellers. This note bears interest at 4.00%. As of the year ended December 31, 2022, the outstanding balance on this note payable is approximately \$6,500,000.

Future debt maturities as of December 31, 2022, consisted of the following:

Years ending December 31:	
2023	3,733,275
2024	4,147,634
2025	53,981,780
2026	1,112,724
2027	620,243
Thereafter	3,721,458
	<u>\$ 67,317,114</u>

Note 8. Deferred Revenue

The Company has deferred revenues for deferred training, convention registrations and other events as follows:

	December 31	
	2022	2021
Deferred initial franchise fees	\$ 1,418,313	\$ 1,551,969
Deferred training	1,557,145	745,020
Convention registrations	5,541,280	5,774,424
Other events	858,546	649,488
Current portion of deferred revenue	9,375,284	8,720,901
Deferred initial franchise fees (non-current)	11,227,851	11,345,255
Total deferred revenue	\$ 20,603,135	\$ 20,066,156

Deferred revenues for training, convention registrations and other events are expected to be recognized as revenue within the next 12 months as the training and events are conducted. Deferred initial franchise fees are expected to be recognized over a 5-to-20-year period, based on the life of the contract.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 9. Commitments and Contingencies

Operating Leases: The Company has active lease agreements for office space at its corporate headquarters in Austin, Texas. Additionally, three subsidiaries have active lease agreements in Austin, Texas. These lease agreements have been classified as operating leases based on the guidance in ASU No. 2016-02, "Leases (Topic 842)".

Future minimum lease commitments under all operating leases, as of December 31, 2022, are as follows:

Years ending December 31:	
2023	3,665,436
2024	3,290,501
2025	2,304,616
2026	1,286,623
2027	1,316,053
Thereafter	5,784,309
	<u>\$ 17,647,538</u>

Litigation: The Company is involved in various claims and legal actions arising in the ordinary course of business. Most legal proceedings are related to matters covered by insurance or for which the Company is indemnified by a licensee. Management of the Company has assessed all current information regarding these claims, including consultation with in-house and external legal counsel, as to the likelihood of matters resulting in unfavorable outcomes. When an unfavorable outcome has been deemed probable, management has assessed if such outcome is reasonably estimable. In situations where unfavorable outcomes have been deemed probable and reasonably estimable, the Company has recorded a related contingent loss in the consolidated financial statements.

In June 2022, the Company determined that an unfavorable outcome was both probable and reasonably estimable for an ongoing lawsuit. The Company recorded a contingent loss of approximately \$16,400,000 in the consolidated financial statements, of which approximately \$7,000,000 was paid as of year-end December 31, 2022.

As of the year ended December 31, 2022, the Company was the defendant in certain antitrust putative class action lawsuits. The Company is unable to predict whether resolution of these matters would have a material effect on its financial position or results of operations as of the date of the financial statements.

The outcomes of certain other claims were unknown or inestimable due to insufficient information as of the date of the financial statements.

Note 10. Common Stock

The Company has authorized 2,000,000 shares of common stock, of which 1,000,000 shares are authorized to be issued as Class A common stock (Class A Stock), with a par value equal to \$0.01 per share, and 1,000,000 shares are authorized to be issued as Class B common stock (Class B Stock), with a par value equal to \$0.01 per share. Each share of Class A Stock has all rights applicable to common stock under the Company's articles of incorporation, as amended, including the right to vote on all matters submitted to the shareholders of the corporation. Each share of Class B Stock has identical rights to the Class A Stock, except that the shares of Class B Stock have no voting rights. Neither the Class A Stock nor the Class B Stock have a liquidation preference over the other class of stock.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 11. Employee Benefits

Effective September 1, 2006, the Company established a 401(k) plan. The plan is available to all eligible employees. During the years ended December 31, 2022, 2021, and 2020, the Company made matching contributions on employee deferrals of up to 6% of employee compensation. These matching contributions made by the Company totaled approximately \$3,400,000, \$2,600,000, and \$2,400,000 in 2022, 2021, and 2020, respectively.

In addition to the deferred compensation contracts described in Note 2, during 2010, the Board of Directors approved the creation of a nonqualified deferred compensation plan for certain key employees and formed a rabbi trust to hold the funds contributed to this plan. An annual contribution may be made to the trust at the discretion of the Company. Any contribution is expensed in the year that the service is performed. No deferred compensation expense related to this plan was recorded by the Company during the years ended December 31, 2022, 2021, and 2020.

All contributions to the trust have been funded as of December 31, 2022, and no further contributions to the trust are anticipated by the Company. As of December 31, 2022, and 2021, the trust maintained assets of approximately \$420,000 and \$2,600,000, respectively. These are included in Assets held in trust (vested) and Assets held in trust (unvested) on the consolidated balance sheets.

Note 12. Income Taxes

State and local income tax expense for the years ended December 31, 2022, 2021, and 2020 totaled approximately \$4,679,000, \$4,886,000, and \$4,717,000, respectively. Foreign taxes, which include withholdings on royalties and fees from licensees located in Canada, Europe, Asia, Africa, the Middle East, Mexico, Central and South America, and the Caribbean, totaled approximately \$1,896,000, \$1,689,000, and \$1,029,000 during the years ended December 31, 2022, 2021, and 2020, respectively.

A reconciliation of the weighted-average state and local income tax rate to the effective rate is as follows:

	December 31		
	2022	2021	2020
Tax at weighted-average of 0.73% in 2022, 4.6% in 2021, and 4.2% in 2020	\$ 879,468	\$ 5,161,977	\$ 4,347,487
Permanent differences and other items	3,799,260	(275,768)	369,396
Total state and local income tax expense	4,678,728	4,886,209	4,716,883
Foreign income taxes	1,896,292	1,688,888	1,029,104
Total income tax expense	\$ 6,575,020	\$ 6,575,097	\$ 5,745,987

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 12. Income Taxes (Continued)

Significant components of the Company's net deferred tax assets are as follows:

	December 31	
	2022	2021
Deferred compensation accruals	\$ 798,932	\$ 7,114,106
Accrued foreign tax	927,763	877,503
Internally developed software	(555,030)	(4,251,410)
Deferred revenue	8,969	71,715
Depreciation and amortization	419,144	1,656,077
Other temporary differences	196,799	361,778
Net deferred tax assets	\$ 1,796,577	\$ 5,829,769

The Company has elected to or is required by law to pay certain state and local taxes on behalf of stockholders which are reported as distributions in stockholders' equity. The net deferred tax assets primarily represent the state income tax paid related to a temporary difference resulting from the timing of deductions related to the deferred compensation contracts, internally developed software, depreciation and amortization, and other accrued expenses payable.

Note 13. Related-Party Transactions

As of December 31, 2022, owners, officers and employees of the Company and relatives of such owned all or part of 80 of the 822 market centers throughout the United States and Canada. For the years ended December 31, 2022, 2021, and 2020, the Company received approximately \$19,700,000, \$30,800,000, and \$23,500,000, respectively, in royalties from market centers owned by related parties. As of December 31, 2022, owners, officers and employees of the Company and relatives of such owned all or part of 15 of the 31 regions throughout the United States and Canada. Commissions paid to regions owned by related parties totaled approximately \$43,070,000, \$49,240,000, and \$46,970,000 during the years ended December 31, 2022, 2021, and 2020, respectively. Included in these related party regional commissions are \$25,100,000, \$27,700,000, and \$22,600,000 paid to affiliates of KWRI that have been eliminated in the consolidated financial statements for the years ended December 31, 2022, 2021, and 2020, respectively (see Note 1 and Note 2). The stockholders, officers and employees may receive additional compensation directly from the market centers or regions in their capacity as an owner in addition to that received from their positions with the Company.

During the year ended December 31, 2022, officers and employees of the Company owned part of one of the 49 worldwide regions. For the years ended December 31, 2022, 2021, and 2020, the Company received approximately \$322,000, \$332,000, and \$195,000, respectively, in royalties from worldwide regions owned by related parties. The officers and employees may receive additional compensation directly from the worldwide regions in their capacity as an owner in addition to that received from their positions with the Company.

Keller Williams Realty, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 13. Related-Party Transactions (Continued)

The Company licenses copyrighted material from an entity owned by an employee and executive chairman and chairman of the board of the Company. During the years ended December 31, 2022, 2021, and 2020, payments of approximately \$122,000, \$218,000, and \$254,000, respectively, were made to the entity for such licenses.

Occasionally, the Company pays expenses on behalf of affiliated non-consolidating entities. The Company then charges these entities for reimbursement at the cost of the expenses. For the years ended December 31, 2022, 2021, and 2020, we charged an affiliated entity for expenses paid on its behalf in the amounts of approximately \$600,000, \$940,000, and \$576,000, respectively. In certain instances, an affiliated non-consolidating entity provides certain management services to the Company for which it charged the Company a fee of approximately \$31,300,000, \$21,100,000, and \$2,000,000 for the years ended December 31, 2022, 2021, and 2020, respectively, of which approximately \$13,300,000, \$6,300,000, and \$2,000,000 remained payable at each respective year-end.

On March 24, 2022, the Company executed a transaction with a non-consolidating affiliate entity (entity under common control), which the Company determined to be a VIE, whereby the Company disbursed \$40 million in the form of notes receivable for the purposes of supporting the ongoing operations of an affiliate. The note matures on March 24, 2024 and bears interest at 4.75% that is payable on the first anniversary of the loan and at the loan's maturity. On August 16, 2022, the Company disbursed an additional \$10 million in the form of notes receivable to the same non-consolidating affiliate entity. The \$10 million note matures on August 16, 2024 and bears interest at 4.75% that is payable on the first anniversary of the loan and at the loan's maturity. These transactions have been presented as notes receivable within the consolidated balance sheet and did not have any allowance recorded at December 31, 2022. The notes receivables are outstanding with a related party who has been timely with payments thus far and are considered to be fully collectible. The notes receivable represent variable interests in the affiliate; however, the Company does not consolidate this entity as the Company does not possess the power to direct the activities that most significantly impact the entity's economic performance and thus is not the primary beneficiary. As of December 31, 2022, the Company's risks of loss due to its involvement with this VIE is limited to the \$50 million in notes receivable. Due to common ownership between these two entities, the Company could be required to provide support to this VIE in the future.

Note 14. Subsequent Events

As of the date of the Company's subsequent events evaluation, no material subsequent events occurred or warranted disclosure in these financial statements.

EXHIBIT B

REGIONAL REPRESENTATIVE AGREEMENT

Date _____ RR/CP Initials _____

REGIONAL REPRESENTATIVE AGREEMENT RECEIPT

The undersigned hereby acknowledges and agrees that on the date below, a KELLER WILLIAMS REGIONAL REPRESENTATIVE AGREEMENT was received including all applicable attachments with all information completed in a form ready to execute.

Upon signature of this receipt, a statutorily required 7 DAY hold period will begin. A notification will be sent to you when signatures are permitted.

Date

Signature

Date _____ RR/CP Initials _____

KELLER WILLIAMS REALTY, INC.

REGIONAL REPRESENTATIVE AGREEMENT

March 31, 2023, as amended September 20, 2023 (FTC)

**KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
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ATTACHMENTS

- A – CONTROLLING PRINCIPALS' GUARANTY AND UNDERTAKING
- B – UNDERTAKING OF REPRESENTATIVE'S PRINCIPALS
- C – ELECTRONIC DEBIT/CREDIT AUTHORIZATION
- D – CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT
- E – ADDENDUM TO INCORPORATE ANNUAL DEVELOPMENT GOALS

Date _____ RR/CP Initials _____

INFORMATION SUMMARY

Effective Date: _____

Representative's Name: _____

Region Name: _____

The address of Representative's Office is: _____

Representative's Telephone number: _____

Representative's E-mail address: _____

Region's Website: _____

Regional Leadership Team

Regional Operating Principal: _____

Regional Director: _____

Regional Operations Manager: _____

Regional Market Center Administrator: _____

Regional Tech Trainer: _____

The Region generally encompasses or consists of the following geographic area: _____

Term of Representative Agreement:

☐ **New Representative Agreement**

5 years from Effective Date

☐ **Renewal of Existing Representative Agreement**

10 years from Effective Date of renewal Representative Agreement

☐ **Transfer of Existing Representative Agreement**

Remaining Term of Transferred Representative Agreement (from Effective Date to _____)

Certain Fees:

Initial Fees: \$2,000 per Market Center

Renewal Fee: 10% of the then-current Market Center Franchise Fee or \$5,000 whichever is less

Transfer Fee: \$2,000 plus additional costs to review transfer, if any

Date _____ RR/CP Initials _____

Annual Development Goals:

Beginning and Ending Dates	Number of Associates	Production Royalty

Representative's Owners/Principals

The following is a list of all direct or indirect owners of, all beneficial owners of, and all Persons with voting rights or any non-voting ownership interests in Representative (regardless of form of Business Entity or type of ownership or voting interest), and of Representative's Principals described in and designated pursuant to Sections 8.01(b) and 15.02(g) of this Agreement. Each Controlling Principal shall execute the Controlling Principals' Guaranty and Undertaking attached at the end of this Agreement. Unless designated as a Controlling Principal, each Representative's Principals shall execute the Undertaking of Representative's Principals attached as Attachment B to this Agreement.

Principals

Percentage of Ownership

(CP indicates Controlling Principal)

Addresses for Notices:

Company:
Keller Williams Realty, Inc.
1221 South Mopac Expressway, Suite 400
Austin, Texas 78746
Attn: Legal/Commitment Department
legal@kw.com

Representative:

Attn: _____

***Principal Trademarks:**

Trademark	U.S. Federal Registration (Application) Number	U.S. Date of Registration (Application) Number
KW	2146559	March 24, 1998, renewed March 24, 2018
	5073599	November 1, 2016
Keller Williams	2309099	January 18, 2000, renewed February 24, 2020
	4724633	April 21, 2015
Keller Williams Luxury International	5406528	February 20, 2018
KW Commercial	3845921	September 7, 2010 Renewed April 15, 2020
KW Land	5729053	April 16, 2019

Insurance Requirements:

(1) Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, completed operations, fire damage, advertising and products liability coverage, in a minimum amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

(2) Workers' Compensation and employers liability insurance in the minimum amount of \$500,000 for bodily injury per accident, \$500,000 for bodily disease per employee, \$500,000 bodily disease policy limit, or such other amounts as may be prescribed by the state or locality in which the Region is located, unless Representative's state requires that employers must participate in a state-administered insurance pool (in which case Representative must adopt and implement a qualifying plan). Such policies shall also include a waiver of subrogation in favor of Company and its subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, members, managers, partners, employees, servants, representatives, independent contractors and associates.

(3) Automobile liability coverage, including coverage of any owned, non-owned and hired vehicles, in amounts not less than \$1,000,000 combined single limit.

(4) Errors and omissions liability insurance in the minimum amount of \$1,000,000 per occurrence covering all franchise solicitation, sales and servicing activities in which Representative engages.

(5) Other insurance as may be required by the state or locality in which the Office is located.

(6) Keller Williams Realty, Inc. must be named as an additional insured on all policies, except workers' compensation. Such policies shall also include a waiver of subrogation in favor of Company and its subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, members, managers, partners, employees, servants, representatives, independent contractors and associates.

Date _____ RR/CP Initials _____

See Section 11 of the Regional Representative Agreement for additional information regarding Insurance Requirements.

KELLER WILLIAMS REGIONAL REPRESENTATIVE AGREEMENT

This Keller Williams Regional Representative Agreement (the “Agreement”) is entered into as of the Effective Date set forth on the Information Summary (which is incorporated by reference) between Keller Williams Realty, Inc., a Texas corporation (“Company”), and the Representative identified in the Information Summary. Certain capitalized terms in this Agreement have the meanings assigned to them in Article 1.

RECITALS

At considerable expenditure of time, skill, effort and money, Company has developed and owns a distinctive System (defined herein) that governs the establishment and operation of franchised Market Centers operating under the Keller Williams® name and Trademarks. Company places a high value on the quality rather than simply the quantity of its franchised locations. For these reasons, Company requires high standards for its business model, representatives and Franchisees.

In an effort to reach its goal of establishing a franchise system of successful Market Centers, Company identifies, recruits and trains Franchisees through qualified representatives who are experienced in various phases of the real estate industry and who are capable of and committed to locating, evaluating, training, supervising and otherwise assisting Franchisees to learn and implement the System successfully. The System incorporates and relies upon Company’s unique culture that promotes and strives for, among other things, achievement of a win-win solution whenever possible, integrity, customer satisfaction, ongoing commitment, communication, creativity, teamwork, trust and success through others. Similarly, the System incorporates Company’s mission statement – To Build Careers Worth Having, Businesses Worth Owning, Lives Worth Living, Experiences Worth Giving, and Legacies Worth Leaving.

Company relies heavily on Representative to realize Company’s mission statement, particularly in relation to “Businesses Worth Owning,” for the overall success of Company and its Franchisees and Associates. Representative understands and acknowledges that Company’s representatives play a critical role in fulfilling Company’s mission statement as it relates to Franchisees and Associates, has a comprehensive knowledge of the real estate market and demographics in their Region, developing the Market Centers in their Region appropriately, providing training, consulting and leadership to Company’s Franchisees, their management team and their Associates, and instilling Franchisees and their Associates with a sense of inclusion into the Keller Williams family of representatives, Franchisees and Associates and with an understanding and appreciation of Company’s unique business philosophy and culture.

Representative is willing to represent Company and strictly adhere to the System, and therefore desires to recruit, screen and assist Company in the evaluation of prospective Franchisees for Market Centers to be located in the Region and to provide certain services with respect to the development, training and support of these Franchisees as further described in this Agreement.

Company has reviewed Representative’s application and is willing to grant Representative the rights afforded under this Agreement.

In consideration of the mutual undertakings and commitments set forth in this Agreement, the parties agree as follows:

**1.
DEFINITIONS**

1.01. **Affiliate(s)** means a Person that directly or indirectly controls, is controlled by, or is under common control with another Person.

1.02. **Associate Leadership Council** or ALC refers to any International Associate Leadership Council or a regional, city or local Associate Leadership Council in which both Associates and Franchisee management personnel are represented. An ALC is designed to provide Associates and Franchisees an opportunity to give direct input to Company regarding the operation of the System. The composition and responsibilities of each level of ALC is stated in the Regional Brand Standards Manuals.

1.03. **Annual Development Goals** means the goals set forth in the Information Summary for the initial year and the schedule set forth in Attachment E for each particular year thereafter that establishes timing and performance standards in order to develop and grow the Region. Annual Development Goals shall initially begin on the Effective Date of this Agreement and shall typically end on the last day of the calendar year; however, such ending date shall be determined by Company in its discretion. Annual Development Goals for each successive year shall be documented by the parties in accordance with the requirements of Section 2.02(a).

1.04. **Appeal Panel** means a group of three Regional Operating Principals selected by Company in Company's sole discretion from time to time as needed from all of the Regional Operating Principals of the top 20% of Regions measured by the highest Production Royalty or growth in Number of Associates in the preceding calendar year. The Appeal Panel serves at Company's discretion and will not be compensated for their time fulfilling their duties as Appeal Panel members.

1.05. **Approved Budget Expenses** means those expenses that Company considers essential to the operation of a Market Center. Approved Budget Expenses may include expenses relating to accounting and legal services, tax preparation, computer services, contests and sales awards, contributions, gifts, copying, Board of Realtors and Multiple Listing Service dues, subscriptions, entertainment, insurance, equipment maintenance, federal, state and local taxes, postage, printing, public relations, rent, salaries, supplies, telephone service, training, advertising, and travel. Approved Budget Expenses, and the amount allowable for each expense category, are described in the Regional Brand Standards Manuals.

1.06. **Associate** means a real estate broker, agent or salesperson who possesses a real estate broker's license or salesperson's license that is valid and effective in the applicable state(s) in which he or she provides services and who represents buyers and sellers in the sale of real estate under contract with a Franchisee.

1.07. **Awarded Area** means the geographic area designated by Company in which a Market Center is located.

1.08. **Business Day** means any day other than Saturday, Sunday and holidays on which federal banks are authorized by law to close.

1.09. **Business Entity** means a corporation, a general or limited partnership, a limited liability company sole proprietorship, or any other type of business entity.

1.10. **Charter Documents** means a corporation's articles of incorporation, by-laws and shareholders agreement (if any); a partnership's partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company's articles of association and regulations or operating agreement; and comparable governing documents of any other type of business entity.

1.11. **Client** is a real estate buyer or seller who purchases or sells, or considers purchasing or selling, real estate through a Market Center and/or its Associates.

1.12. **Client Information** means any information that: (i) can be used (alone or when used in combination with other information) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Client Information can be in any media or format, including computerized or electronic records as well as paper-based files.

1.13. **Controlling Principal** means and includes, collectively and individually, each Representative's Principal who has a minimum of 20% of the direct or indirect equity interests in Representative, who has been designated by Company as a Controlling Principal and who is required to execute this Agreement and guarantee Representative's obligations under this Agreement. A list of Representative's Controlling Principals as of the Effective Date appears in the Information Summary.

1.14. **Depository Account** means any account opened and maintained by Representative pursuant to Section 5.03, at a bank or other financial institution that is a participating member of the Automated Clearinghouse network or such other network or system as may be directed or approved by Company.

1.15. **Effective Date** means the date that Company indicates in the Information Summary to this Agreement.

1.16. **Franchise Systems Orientation** means the required initial and on-going training in System brand standards provided by Company or its designee.

1.17. **Franchise** means the right to operate a Market Center in accordance with a Franchise Agreement.

1.18. **Franchise Agreement** means the franchise agreement and related attachments and exhibits thereto between Company and a Franchisee that governs the operation of a Market Center.

1.19. **Franchisee** means the entity that operates a Market Center under a Franchise Agreement.

1.20. **Initial Fees** means the fees that Representative must pay in accordance with the Information Summary and Section 5.01 upon execution of this Agreement and each time additional Market Centers are franchised in the Region.

1.21. **Initial Term** means the term of the first Regional Representative Agreement between Representative and the Company for the Region and shall be five (5) years unless terminated earlier pursuant to Article 13.

1.22. **Market Center** means the bricks and mortar physical location at and from which a Franchisee conducts the business of brokering the sale and purchase of real estate and the offering of any approved services under the System.

1.23. **Number of Associates** means the number of Associates in Representative's Region at any given time. The Number of Associates is one of the two Annual Development Goals.

1.24. **Office** means the business premises from which Representative conducts the recruiting and servicing business this Agreement authorizes.

1.25. **Person** means an individual or a Business Entity.

1.26. **Privacy Laws** means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Client Information in any way, including data protection laws such as EU General Data Protection Regulation 2016/679 ("GDPR"), the California Consumer Protection Act of 2018 and other similar laws, rules or regulations, laws regulating marketing communications and/or electronic communications such as the CAN-SPAM Act and "Do Not Call" laws rules and regulations, information security regulations, the most current Payment Card Industry Data Security Standard, ISO 27001, ISO 27002, and security breach notification rules.

1.27. **Production Royalty** means the monthly royalty payable to Company by a Franchisee under a Franchise Agreement.

1.28. **Publicly-Held Corporation** means a corporation that has securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, or a company subject to the reporting requirements of Section 15 of that Act.

1.29. **Region** means the geographic area described on the Information Summary in which Market Center Franchisees will operate Market Centers.

1.30. **Regional Brand Standards Manuals** means all then-current manuals, policies, guidelines, bulletins, directives, memoranda and other written or electronic communications prepared by Company or at its request and disseminated through any available means that contain policies, procedures and standards for the conduct of a Representative's owners, management and activities, for the operation of Market Centers and for all other aspects of the System. Our Regional Brand Standards Manuals currently include, but are not limited to, the Franchise Systems Orientation Manual, the Policy and Guidelines Manual, the Identity & Style Guide, and the Regional Leadership Manual.

1.31. **Regional Director** means the individual designated by Representative (and approved by Company) as the individual responsible (in addition to the Regional Operating Principal) for the development and day-to-day supervision of the Region.

1.32. **Regional Operating Principal** means a Controlling Principal who has been designated by Representative and approved by Company as the Operating Principal pursuant to Section 6.01(c) and who is Representative's primary officer and the Regional Director's direct supervisor.

1.33. **Regional Operations Manager** means the individual designated by Representative (and approved by Company) as the individual responsible for assisting the Regional Director in the development and day-to-day supervision of the Region.

1.34. **Renewal Fee** means the fee set forth in the Information Summary that Representative must pay in accordance with Section 3.02 to obtain a Renewal Term for the rights afforded under this Agreement.

1.35. **Representative's Business Plan** has the meaning assigned in Section 6.02(a)(6).

1.35. **Representative's Group** means each Representative's Controlling Principal, each Representative's Principal, each of their respective Affiliates, successors, and assigns and each of their respective directors, officers, shareholders, members, managers, partners, attorneys, servants, employees, associates, independent contractors, and representatives.

1.36. **Representative's Principals** means all officers, directors and managers of Representative and all holders of an ownership interest in Representative including Controlling Principals (and holders of an ownership interest in any entity that directly or indirectly holds an ownership interest in Representative). Representative's Principals on the Effective Date are listed in the Information Summary.

1.37. **System** means the comprehensive business system prescribed by Company that Franchisees use to organize and administer their Market Centers and in marketing and providing real estate brokerage services and any other approved services, as more specifically described in the Franchise Agreement and the Regional Brand Standards Manuals. Distinguishing characteristics of the System include distinctive methods and techniques for attracting Associates and listings; the high moral and ethical standards that franchisees are expected to observe in dealing with their Associates, other franchisees and the public; Associate recruitment methods; uniform standards and specifications; quality and uniformity of services; procedures for training, consulting and assistance; the Associate Leadership Council program; Keller Williams University; Company's profit sharing plan; Company's business philosophy and culture; and advertising and promotional programs, all of which Company may change, improve and further develop from time to time.

1.38. **Temporary New Homes Sales Location** describes a situation where a Franchisee (or an Associate) has obtained an exclusive listing to sell all, or substantially all, of the new homes in a specific new home development, and as a condition of obtaining that listing, the Franchisee (or the Associate holding the listing) has agreed to occupy a model home or other facility in the development solely for the purpose of selling new homes in that development for a limited, specified period of time.

1.39. **Term** means the current, applicable term of this Agreement.

1.40. **Trademarks** means the proprietary trademarks and service marks, trade names, logos, insignias, designs, trade dress and other commercial symbols (and associated color palates), both registered and unregistered, that Company now or later designates in the Regional Brand Standards Manuals or otherwise to identify the System or the source of products and services that Market Centers offer, sell and market. The Information Summary lists the principal Trademarks that Representative is authorized to use.

2. GRANT

2.01. Grant.

(a) Subject to the terms and conditions of this Agreement, Company grants to Representative, in reliance on the business skill, financial capacity, and personal character of Representative, and each Representative's Principal, the right, and Representative undertakes the obligation (i) to recruit, screen and assist in the evaluation of prospective Franchisees who wish to develop and operate Market Centers in the Region, and (ii) to provide certain required initial and continuing services with respect to the development, training and operations of Franchisees who operate in the Region.

(b) Company does not limit the geographic area in which Representative may recruit, solicit or refer Franchisees. Members of Representative's Group are potentially eligible to apply for franchises for the operation of Market Centers in the Region, but each such franchise if awarded must be governed by a separate Franchise Agreement with Company, subject to Company's standard licensing award process. Representative itself is not eligible to be awarded a Franchise Agreement with Company.

(c) For so long as (1) Representative satisfies all of the minimum requirements of the Annual Development Goals and (2) each member of the Representative's Group otherwise complies with this Agreement, any Franchise Agreement and any other agreement entered into between any member of the Representative's Group and Company and its Affiliates, and except as provided in Section 2.01(d), (e) and (f), then Company will not grant any Person other than Representative the right and obligation to (i) recruit, screen and assist in the evaluation of prospective Franchisees who wish to develop and operate Market Centers in the Region, and (ii) provide services with respect to the development, training and operations of Franchisees who operate in the Region during the Term.

(d) Company may recruit Franchisees in or for the Region, accept and process unsolicited applications for Market Center franchises and award franchises to Persons who submit those applications. Further, Company may establish and grant to others, the right to assist in establishing real estate brokerage businesses identified by trade names, trademarks, service marks or trade dress, other than the Trademarks, pursuant to such terms and conditions as Company deems appropriate, both inside and outside the Region.

(e) Subject to restrictions and guidelines herein, Company, any Franchisee and any other Person authorized by Company, may at any time advertise or promote the System and the Trademarks in the Region through print, broadcast, electronic and other media, may recruit Associates and Franchisees for and/or from the Region, and may provide all kinds of real estate brokerage services to customers located in the Region (such as soliciting and accepting listings for property located in the Region, advertising and promoting the sale or rental of property located in the Region, showing and selling property located in the Region, and operating Temporary New Home Marketing Locations).

(f) Company expressly reserves all rights and opportunities that this Agreement does not specifically grant to Representative.

(g) Representative shall have no express or implied authority to bind Company to a contract or other legally enforceable obligation, to incur indebtedness, liabilities or contractual obligations on Company's behalf, or to make representations, warranties, promises, or Franchisee approvals or disapprovals on Company's behalf. Representative shall not contract in the name of Keller Williams Realty, Inc. Any instance in which Representative exceeds these limits on its authority will constitute a material breach of this Agreement.

2.02. Development of Region.

(a) Representative shall cause the Region to grow and develop in accordance with the agreed upon Annual Development Goals. The Annual Development Goals are set forth in the Information Summary and will begin on the Effective Date of this Agreement and will end on a date that we select and thereafter will occur on a date we select annually. On or before the earlier of the passage of each successive year during the Term, and provided that Representative has timely provided to Company the information and documentation required by Section 6.02(a)(6) of this Agreement, Representative shall cause the Regional Operating Principal and the Regional Director to travel to Company's headquarters to meet with Company's Chief Executive Officer or its designee (or alternatively to participate in a conference call) to analyze and discuss the Annual Development Goals, which establish minimum accountability targets Representative is required to meet in accordance with this Agreement. Company and Representative shall sign an addendum to this Agreement in the form set forth as Attachment E to memorialize and incorporate the Annual Development Goals into this Agreement. If Representative fails to timely provide to Company the information and documentation required by Section 6.02(a)(6) of this Agreement, or if Representative fails to appear for the meeting or conference call contemplated by this Section 2.02(a), or fails to sign an addendum to the Agreement in the form set forth as Attachment E, then Company shall unilaterally determine the Annual Development Goals for the upcoming timeframe or to deem such failure a default in accordance with Section 13 of this Agreement. If Representative notifies Company in writing of Representative's objections within 10 days of any unilateral determination of the Annual Development Goals by Company, Company shall assemble an Appeal Panel, which will not include the Regional Operating Principal of the appealing Representative. The Appeal Panel will then determine if the Annual Development Goals set by Company are reasonably fair. If the Appeal Panel determines that the Annual Development Goals are reasonably fair, Representative will approve them in writing. Representative's failure to approve the Annual Development Goals in writing will be considered a curable default under Section 13 of this Agreement. If the Annual Development Goals are determined to not be reasonably fair, the Appeal Panel will modify in writing the Annual Development Goals by majority rule. The Appeal Panel decision on the Annual Development Goals will be binding on Company and Representative for the current year.

(b) Representative shall exercise its development rights only by recruiting and referring to Company qualified Franchisee candidates. All Market Centers shall be established and operated pursuant to the form of Franchise Agreement then being offered by Company to new Franchisees.

(c) Representative acknowledges that time is of the essence in performing its obligations under this Agreement. Company reserves the right to set limits on the total number of Market Centers to be developed in the Region.

(d) Representative shall provide Franchisees in the Region the ongoing training, encouragement and support necessary to achieve and/or maintain the minimum performance goals and standards set forth in the Annual Development Goals. Representative acknowledges that it has had the opportunity to review and evaluate the Annual Development Goals, and that it agrees that performance by Representative as required is reasonable and necessary for the proper development of the Region.

(e) Any failure to comply with the Annual Development Goals shall constitute a material default of this Agreement, any Franchise Agreement and any other agreement entered into between any member of the Representative's Group and Company and its Affiliates. Notwithstanding the above, Representative shall have the opportunity to cure the failure to meet one or both of the Annual Development Goals. If Representative replaces its Regional Director, Representative shall have one year to meet the current year's Annual Development Goals. Should Representative choose not to replace its Regional Director, Representative shall have six months to be on track to meet the current year's Annual Development Goals.

2.03. **Selection of Office Site.**

(a) Before or within 30 days after execution of this Agreement, Representative shall purchase or lease, at Representative's expense, a location for the Office at a site in the Region approved by Company.

(b) Within 10 days after Representative executes the contract of sale or lease for an Office location approved by Company, Representative shall deliver a revised Information Summary to this Agreement.

(c) Representative must independently obtain any architectural, engineering and design services it deems necessary for the construction or remodeling of the Office at its own expense. Company may provide, but is not obligated to provide, specifications for the Office in accordance with Section 4.01(a), and, if so, Representative shall utilize the specifications as necessary for the construction or remodeling of the Office.

**3.
TERM AND RENEWAL TERMS**

3.01. **Term of Agreement.**

Unless sooner terminated pursuant to Article 13, the Term of this Agreement shall be designated as set forth in the Information Summary.

3.02. **Renewal Terms.**

(a) Upon the expiration of the Term, if Representative is in full compliance with Representative's agreements and obligations under this Agreement and each member of the Representative's Group is in full compliance with their respective agreements and obligations under any other agreements with Company or its Affiliates, then Representative may apply for a consecutive renewal representative agreement for a term of 10 years (each a "Renewal Term"). A Renewal Term may be granted or not granted in Company's sole discretion. In order to apply for a Renewal Term, Representative shall also take each of the following material actions, which must be satisfied prior to such application:

(1) Representative shall give Company written notice of Representative's election to seek a Renewal Term not less than 210 days nor more than 365 days prior to the end of the Initial Term or any Renewal Term;

(2) At all times between the date of Representative's renewal notice and the date the next Renewal Term begins, the Representative must currently be and have been managed and supervised by an approved Regional Operating Principal and Regional Director whom Company has unconditionally approved and not subsequently disapproved;

(3) No member of the Representative's Group shall be in default of any provision of this Agreement, any Franchise Agreement or any other agreement between any member of the

Representative's Group and Company or its Affiliates; and each member of the Representative's Group shall have fully complied with all the terms and conditions of such agreements during their terms;

(4) Each member of the Representative's Group shall have satisfied all monetary obligations they owe to Company and its Affiliates and to any creditors of each member of the Representative's Group, and shall have timely met those obligations throughout the Initial Term and any Renewal Term;

(5) Representative shall execute, in the time prescribed by Company, Company's then-current form of renewal representative agreement, which agreement shall supersede this Agreement in all respects (except for those covenants that expressly survive the termination, cancellation, expiration or transfer of this Agreement or such renewal representative agreement), and the terms of which may differ from the terms of this Agreement including, without limitation, new Annual Development Goals and a modification of the geographic area constituting the Region;

(6) Representative shall pay the Renewal Fee plus any new Initial Fees;

(7) Representative, each Controlling Principal and each Representative's Principal shall have executed a general indemnification and release, in a form prescribed by Company, of all claims against Company and its Affiliates and subsidiaries, and their respective officers, directors, shareholders, members, managers, partners, employees, servants, independent contractors, representatives associates and agents, in their corporate and individual capacities, covering, without limitation, claims arising under this Agreement and any other agreement between any member of the Representative's Group and Company and its Affiliates or subsidiaries and under federal, state and local laws, rules and ordinances, which indemnification and release shall be effective against all members of the Representative's Group regardless of whether such members of the Representative's Group have executed the indemnification and release and which indemnification and release shall cause Representative, each Controlling Principal and each Representative's Principal to indemnify Company and its Affiliates and subsidiaries with respect to claims brought by any such members of the Representative's Group;

(8) Representative shall purchase and update any required computer hardware, software and other equipment to reflect the then-current standards of the System; and

(9) Representative shall comply with Company's then-current qualification and training requirements.

(b) Representative's failure or refusal to comply with any of the conditions to execute a renewal representative agreement stated in Section 3.02(a) shall be interpreted as a conclusive, irrevocable election on Representative's part not to enter into a renewal representative agreement.

(c) No less than 90 days prior to the expiration of this Agreement, Representative must execute the then-current form of Regional Representative Agreement (including all Attachments) then being used by Company (as it may be modified by Company to reflect a renewal), which will take effect the day after the expiration of this Agreement, will supersede this Agreement, and which may have materially different and less favorable terms than this Agreement.

(d) If Representative does not provide timely written notice of Representative's election to seek a renewal term or does not execute the then-form of Regional Representative Agreement (as is may be modified by Company to reflect a renewal), Company will deem Representative's failure as Representative's decision not to renew, in which case Representative understands, acknowledges, and agrees that this Agreement will expire at the end of the Term.

(e) If Representative does not qualify to enter into a renewal representative agreement, or elects not to do so, immediately after expiration of the Initial Term or applicable Renewal Term,

Representative must comply with the requirements of Section 14, and Company shall have the rights and remedies provided in Sections 13.05, 13.06, 13.07 and 14.01.

3.03 Holdover Period.

If Representative does not timely execute Company's then current form of Regional Representative Agreement (as it may be modified by Company to reflect a renewal) and continues to operate as a Representative in the Region after the expiration of this Agreement, Representative understands, acknowledges, and agrees that the Term of this Agreement has expired, and that Representative will be deemed to be operating on a month-to-month holdover basis during which time all obligations of this Agreement remain in full force and effect as if this Agreement had not expired ("Holdover Period"). In addition, Representative will pay a monthly holdover fee equal to 75% of the Section 5.02(b) fees that Company pays to Representative out of the Production Royalty that each Franchisee pays to Company, which Company may deduct from monies owed to Representative during the Holdover Period. Company reserves the right to terminate Representative's right to operate as a Representative in the Region during the Holdover Period at any time, and without cause, upon 10 days' prior written notice to Representative. Representative may terminate the Holdover Period by providing 30 days' prior written notice to Company. All post-termination obligations and restrictions in this Agreement shall be deemed to take effect upon the termination of the Holdover Period. Nothing in this section affects the Company's ability to seek injunctive relief, specific performance, or other relief permitted under this Agreement or applicable law.

3.03. Notice of Non-Renewal Required by Law.

If applicable law requires that Company give notice of non-renewal to Representative prior to the expiration of the Initial Term or any Renewal Term, and if Company does not give the required number of days' notice before expiration, this Agreement shall remain in effect on a month-to-month basis only until the required notice period expires.

4.

DUTIES OF COMPANY

4.01. Duties of Company.

(a) Company may, in its discretion, provide to Representative specifications for an office which Representative shall use for construction or remodeling of the Office.

(b) Company shall provide initial and certain ongoing access to Regional Representative training for the Regional Operating Principal, the Regional Director, the Regional Operations Manager and other management personnel and shall make available such other training programs as it deems appropriate. All training provided by Company shall be at Representative's sole expense. To the extent Company offers licensing of training materials, Representative shall comply with obligations set forth in the applicable franchise agreement. Representative shall use best efforts to protect the integrity of trademark(s) and copyright to all training, recruiting or other Company provided materials.

(c) Company may provide such other continuing advisory assistance and training to Representative in the recruiting of Franchisees and the development of Market Centers as Company deems advisable.

(d) Company may make available, from time to time, research data relating to the marketing of a Market Center's services.

(e) Company shall provide Representative the Regional Brand Standards Manuals in such format as deemed appropriate at Company's discretion, which may be electronic format.

(f) If required by law, Company will take reasonable actions to seek the registration of the offer and sale of Market Center franchises with appropriate state agencies. Company shall provide Franchise Disclosure Documents to prospective Franchisees.

(g) At Representative's sole expense, Company may provide promotional materials in either paper or electronic format for recruiting of Franchisees.

(h) Company shall review and process all applications of prospective Franchisees referred to Company by Representative; provided that Company retains the exclusive right to approve or withhold its approval of any prospective Franchisee regardless of whether such prospective Franchisee otherwise meets Company's education, professional, managerial, business, financial and other qualifications for new Franchisees.

5. FEES

5.01. Initial Fees.

(a) Concurrently with Representative's execution of this Agreement, Representative shall pay Company Initial Fees in an amount equal to \$2,000 times the number of Market Centers estimated to be opened in the Region during the first year (subject to a credit for any deposit paid when Franchisee submitted its initial application to Company, if any). Upon execution, such Initial Fees and earned interest shall be deemed fully earned and nonrefundable in partial consideration for administrative and other expenses incurred by Company in granting the rights hereunder and for Company's lost or deferred opportunity to develop Market Centers in the Region or to franchise others to do so. If certain Market Center Franchise Agreements in the Region are terminated, and others granted in a calendar year, the Region will only be responsible for paying an Initial Fee for the net number of Market Centers opened in each calendar year.

(b) During the Term, Representative shall pay fees in the amount of \$2,000 for each additional Market Center you develop in your Region in excess of the number of Market Centers already paid for, as set forth in Section 5.01(a).

(c) If Representative has executed this Agreement in connection with the transfer or renewal of an existing Regional Representative Agreement, then Representative shall receive a credit on the Initial Fees payable for Market Centers to be developed in the Region pursuant to this Agreement based on past Initial Fees paid to Company for unrealized Market Centers that were to be developed in the Region under the previous Representative Agreement.

5.02. Fees and Royalties.

(a) Company shall pay to Representative 50% of the initial franchise fee paid by each Market Center Franchisee in the Region during the Term, less Company's then-current initial training fees allocation for new Franchisees and any deduction for Initial Fees payable pursuant to Section 5.01(b) above. Company reserves the right in its discretion to increase, reduce or waive any initial franchise fee paid by a Franchisee, and thereby modify the amount of the shared portion of the initial franchise fee that Representative will receive commensurate with any such increase, reduction or waiver by Company. If Company waives the initial franchise fee paid by a particular Market Center, Company will have no obligation to pay any initial franchise fee for that Market Center to Representative.

(b) Company will pay Representative 50% of the Production Royalty that each Franchisee in the Region (including any member of the Representative's Group) actually pays to Company during the Term, no matter who is responsible for recruiting the Franchisee. Company will pay Franchisee its share of the Production Royalty each month not later than the last Business Day of the month, based on the Production Royalty actually received by Company for the preceding month. Company reserves the right in its discretion

to reduce or waive the payment of the Production Royalty by any Franchisee, and thereby modify the amount of the shared portion of the Production Royalty that Representative will receive commensurate with any such increase, reduction or waiver by Company.

(c) Representative acknowledges that its share of Production Royalty reflects, and is in consideration of, certain administrative, training and other expenses that Representative will incur in providing required services to Market Center Franchisees in the Region. Representative's share of Production Royalty also reflects, and is in consideration of, facilitating the resolution of Market Center default and compliance issues and complaints. If Representative refers a prospective Franchisee to Company for the operation of a Market Center in another region, Representative will not receive any fee for the referral.

(d) If any member of the Representative's Group operates a Market Center, they shall pay the standard initial franchise fee, Production Royalty and all other fees or costs required by each Franchise Agreement.

(e) Upon termination, cancellation, expiration or transfer of this Agreement, Representative forfeits all fees paid to Company and remains liable to Company and its Affiliates for all amounts then due to Company and its Affiliates. Representative shall have no further right to receive payment of initial franchise fees, Production Royalties, or other fees, except for those initial franchise fees or Production Royalties which have been fully earned by Representative up through the date of termination, cancellation, expiration or transfer. For purposes of this Agreement, "fully earned" initial franchise fees shall mean those initial franchise fees due on the awarding of a Franchise for a Market Center to be located within the Region. "Fully earned" Production Royalties shall mean those Production Royalties which accrue up through the date of termination, cancellation, expiration or transfer which are otherwise owed to Representative. Company shall have the right immediately to assume control of and manage all sales, training and service activities in the Region, and shall have the right to receive all initial franchise fees and Production Royalties from Franchisees in the Region. Any fully earned initial franchise fees or Production Royalties which are due to Representative will be paid in accordance with this Section.

(f) If any member of the Representative's Group owes monies to Company or its Affiliates under another agreement among, Company may withhold payment of initial franchise fees, Production Royalties or other amounts due under this Agreement and apply such payments to the outstanding amounts owed to Company or its Affiliates, or representatives under the other agreement. In no case shall Company be required to account for different ownership interests among any members of the Representative's Group with respect to any such application of amounts owed under any other agreement. Notwithstanding, Representative shall not be permitted to set off amounts owed to Company or its Affiliates by any members of the Representative's Group for fees or other amounts owed to Company or its Affiliates by any member of the Representative's Group under any other agreement.

(g) Representative may be required to enroll its Regional Director in the MAPS Mastery Regional Director Coaching program and pay the associated fee. Representative is required to subscribe to the KPA subscription service, currently payable at the rate of \$500 per month to administer behavioral assessments to potential candidates for leadership roles within the Region.

(h) All other payments required under this Agreement are immediately due and payable upon receipt of a billing notice or invoice and shall otherwise be payable in accordance with the provisions of this Agreement by Automated Clearinghouse in accordance with Section 5.03.

5.03. Electronic Funds Transfer. Representative shall establish and maintain a Depository Account at a bank that is a participating member of the Automated Clearinghouse or such other network or system as may be specified or approved by Company. Representative shall execute and deliver to Company and the bank an authorization agreement in the form of Attachment C to this Agreement or any other form the bank requires to authorize the bank to honor requests from Company to transfer funds electronically from the Depository Account to Company for the purpose of paying any fees, costs or reimbursements set forth in

this Agreement. Representative shall continuously maintain a minimum balance in the Depository Account as Company shall deem reasonably necessary and specify in the Regional Brand Standards Manuals. Representative shall reimburse Company for all extraordinary costs incurred by Company in collecting or attempting to collect funds due Company from the Depository Account (including charges for insufficient funds, uncollected items or other discrepancies in deposits or maintenance of the Depository Account balance), and Company may collect such reimbursable amounts through electronic transfer or such other available means as directed by Company. The Depository Account shall be established and maintained solely for the purposes set forth in this Section.

5.04. **Late Payment Fee.** If Company does not receive good funds representing payment of a fee or other payment imposed on Representative under this Agreement, Representative shall pay Company, in addition to the overdue amount, a late payment fee in the amount of \$500 each day the fee or other payment remains unpaid. The parties agree that the late payment fee is reasonably related to Company's costs, is not a penalty, and is in addition to any other remedy available to Company under this Agreement for Representative's failure to pay fees and other obligations in accordance with the terms of this Agreement. If for any reason the late payment fee is deemed to be interest in excess of the maximum rate allowed by applicable law, any such excess shall be applied as a payment and reduction of any other amounts that may be due under this Agreement, and if no such amounts are due, such excess shall be repaid to Representative.

5.05. **Suspension of Benefits and Services.** If Representative fails to make any payments to Company as required under this Agreement, in addition to the late fee and interest Company may charge Representative, Company has the unfettered right to suspend any and all benefits and services provided to Representative under this Agreement until such time as Representative pays all amounts past due. Company's rights under this section are not an exclusive remedy and does not, in any way, affect Company's rights to receive payment or to terminate this Agreement as provided for in Section 13.03(i).

6.

DUTIES, REPRESENTATIONS, WARRANTIES AND COVENANTS OF REPRESENTATIVE

6.01. **Duties, Representations, Warranties and Covenants of Representative.**

- (a) Representative represents, warrants and covenants that it is a Business Entity and that:
 - (1) Representative is duly organized and validly existing under the laws of the state of its formation;
 - (2) Representative is duly qualified and is authorized to do business in the jurisdiction in which the Region is located and in each other jurisdiction in which its business activities or the nature of its properties require such qualification;
 - (3) Representative's Charter Documents shall at all times provide that the activities of Representative are confined exclusively to recruiting, referring to, screening and assisting in the evaluation of potential Franchisees, providing services to Franchisees and developing and operating Market Centers;
 - (4) The execution of this Agreement and the performance of the transactions contemplated hereby are within Representative's power and have been duly authorized by Representative;
 - (5) True, complete and duly authenticated copies of Representative's Charter Documents and of a resolution of Representative's board of directors, general partner or other managing body authorizing Representative to enter into and perform this Agreement must be furnished to and approved by Company prior to the execution of this Agreement;

(6) A list of all beneficial owners of all ownership and voting interests in Representative as of the Effective Date is set forth in the Information Summary;

(7) As of the Effective Date, no member of the Representative's Group owns, maintains, operates, engages in, or has any interest in any real estate business that competes directly with Company, including any real estate business that involves (i) the real estate brokerage business; or (ii) the offer, sale, or operational support of businesses in the real estate brokerage business (whether as a franchisor, franchisor regional representative, area director, principal or other similar service provider capacity);

(8) Representative's Charter Documents shall impose transfer restrictions that give effect to Article 12, and each certificate representing an ownership interest in Representative shall contain or have conspicuously noted upon its face a statement in a form satisfactory to Company to the effect that any assignment or transfer of the certificate is subject to all restrictions this Agreement imposes on transfers;

(9) If any officer or director of Representative ceases to serve as such or if any individual is elected as an officer or director of Representative subsequent to the execution of this Agreement, Representative shall provide Company notice of the event within 10 days after the change. Any newly elected officer or director shall execute the Undertaking of Representative's Principals attached to this Agreement as one of Representative's Principals, agreeing to be individually bound by all obligations of Representative's Principals;

(10) All of the Controlling Principals shall jointly and severally guarantee Representative's performance hereunder and shall bind themselves to the terms of this Agreement pursuant to the terms and conditions of the Controlling Principals' Guaranty and Undertaking attached to this Agreement and described herein. Further, those Principals who do not sign the Controlling Principals' Guaranty and Undertaking attached to this Agreement shall bind themselves to certain personal obligations in the Undertaking of Representative's Principals attached to this Agreement and described herein;

(11) Representative and each of the Controlling Principals has provided Company with the most recent financial statements of Representative (and the parent and indirect or beneficial owners of Representative, if any) and such Controlling Principals. Such financial statements present fairly the financial position of Representative and each of the Controlling Principals, as applicable, at such dates indicated therein and, with respect to Representative, the results of its operations and its cash flow for the years then ended. Representative agrees that it shall maintain at all times, during the Term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement. Further, Representative, at the time of execution of this Agreement shall have access to at least \$150,000 in unencumbered cash and shall provide satisfactory evidence thereof to Company. Each of Representative's financial statements has been prepared in conformity with generally accepted accounting principles and, except as expressly described in the notes thereto, applied on a consistent basis. Representative and each of the Controlling Principals who executes this Agreement has no un-reserved or unpaid material liabilities, adverse claims, commitments, or obligations of any nature as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities on the financial statements of Representative or such Principals; and

(12) Representative shall obtain and maintain, in a timely and proper manner, any and all licenses, certifications, permits and bonds as may be required in order for Representative to operate the business contemplated hereunder under federal, state or local laws, regulations and ordinances.

(b) Representative acknowledges and agrees that the representations, warranties and covenants set forth in Sections 6.01(a)(1) through (12) are continuing obligations of Representative and that any failure to comply with such representations, warranties and covenants shall constitute a material default under Section 13.03(h). Representative shall cooperate with Company in any efforts made by Company to verify Representative's compliance with such representations, warranties and covenants.

(c) Representative shall, upon execution of this Agreement, designate and retain an individual to serve as the Regional Operating Principal, which individual must be pre-approved in writing by Company and maintain good standing with the Company. The Regional Operating Principal shall in all cases meet the following qualifications and be otherwise acceptable to Company:

(1) The Regional Operating Principal shall at all times own not less than 20% of the ownership interests in Representative. In addition, the Regional Operating Principal shall at all times possess authority to vote and control not less than 51% of the ownership interests in Representative, either through ownership interests, by contract or by irrevocable proxy. The Regional Operating Principal shall be Representative's primary officer and shall be authorized to require Representative to take or omit to take any action that Representative is required to take or forebear under this Agreement. Representative shall obtain an option to acquire each Regional Operating Principal's ownership interest in Representative upon the Regional Operating Principal's resignation, discharge, disability or death, with the result that any successor Regional Operating Principal can satisfy the control requirement that this Section 6.01(c)(1) imposes on the Regional Operating Principal.

(2) The Regional Operating Principal shall, at all times during which he or she serves as Regional Operating Principal, maintain a direct or indirect ownership interest in Representative, and be authorized to conduct business on behalf of Representative. Except as permitted otherwise in this Agreement, the Regional Operating Principal's interest in Representative shall remain free of any pledge, mortgage, lien, or security interest.

(3) The Regional Operating Principal shall execute this Agreement as a Controlling Principal and shall be individually bound by all obligations of Representative, each Controlling Principal and each Regional Operating Principal hereunder. The Regional Operating Principal must authorize another individual acceptable to and approved by Company in its discretion to perform the duties of Regional Director and must ensure that such individual performs the duties of the Regional Director in accordance with this Agreement. The Regional Operating Principal may serve as the Regional Director for a period of time as if approved by Company.

(4) The Regional Operating Principal shall meet or exceed and maintain the qualifications and criteria established for individuals who serve in that position, as set forth in this Agreement, in the Regional Brand Standards Manuals or as otherwise directed by Company in writing.

(5) If the Regional Operating Principal is ever unable to continue to serve in such capacity or no longer qualifies to act as such, Representative shall promptly notify Company and designate a qualified replacement Regional Operating Principal within 30 days; provided that in all cases Representative must obtain Company's written approval of any such replacement Regional Operating Principal. Any sale, transfer or assignment of the Regional Operating Principal's ownership interest in Representative shall be subject to the restrictions on transfer imposed by Article 12.

(d) Representative shall designate and retain an individual to serve as Regional Director. The Regional Director must be approved by Company in writing and may not be the Regional Operating Principal. The Regional Director shall meet the qualifications and criteria established for individuals who serve in that position, as set forth in this Agreement, in the Regional Brand Standards Manuals or as otherwise directed by Company in writing. The Regional Director is responsible for the development and day-to-day supervision of the Region and such other duties as described in the Regional Brand Standards Manuals. Unless otherwise approved in writing by Company, the Regional Director shall devote his or her substantial energy and best efforts to the development and support of Market Centers and the supervision of Franchisees in the Region and shall not engage in any non-Keller Williams Realty business activity. If the Regional Director is ever unable to continue to serve in such capacity or no longer qualifies to act as such, Representative must promptly notify Company and designate a qualified replacement within 30 days; provided that in all cases Representative must obtain Company's written approval of any such replacement Regional Director.

(e) Representative shall designate and retain an individual to serve as Regional Operations Manager. The Regional Operations Manager must be approved by Company in writing and may not be the Regional Operating Principal or Regional Director. The Regional Operations Manager shall meet the qualifications and criteria established for individuals who serve in that position, as set forth in this Agreement, in the Regional Brand Standards Manuals or as otherwise directed by Company in writing. The Regional Operations Manager is responsible for assisting the Regional Director in the development and day-to-day supervision of the Region and such other duties as described in the Regional Brand Standards Manuals. Unless otherwise approved in writing by Company, the Regional Operations Manager shall devote his or her substantial energy and best efforts to the development and support of Market Centers and the supervision of Franchisees in the Region and shall not engage in any non-Keller Williams Realty business activity. If the Regional Operations Manager is ever unable to continue to serve in such capacity or no longer qualifies to act as such, Representative must promptly notify Company and designate a qualified replacement within 30 days; provided that in all cases Representative must obtain Company's written approval of any such replacement Regional Operations Manager.

(f) Company may evaluate the Operating Principal's, Regional Director's and Regional Operations Manager's performance and qualifications and may revoke approval of these individuals at its discretion at any time, including but not limited to, revoking approval of an individual when said individual is causing disruption or potential disruption in the Region.

(g) Neither Representative, its Regional Operating Principal nor the Regional Director shall serve as a Market Center Team Leader under any Franchise Agreement without Company's express prior written approval. To the extent this provision conflicts with the requirements of any Franchise Agreement, the provisions of this Agreement shall control.

(h) Representative, each Controlling Principal and each Representative's Principal represents and warrants to Company that no member of the Representative's Group is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx). Further, Representative, each Controlling Principal and each Representative's Principal represents and warrants that neither they nor any member of the Representative's Group has violated, and each of them agrees not to violate (and to cause the members of the Representative's Group not to violate), any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (text currently available at <http://www.treasury.gov/resource-center/sanctions/Documents/13224.pdf>), or any similar law. The foregoing constitute continuing representations and warranties, and Representative, each Controlling Principal and each Representative's Principal shall immediately notify Company in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

(i) Notwithstanding Sections 6.01(c) to 6.01(e) hereof, Representative bears sole liability for the hiring, firing and personnel decisions, and the terms and conditions of employment, for the Operating Principal, Regional Director, Regional Operations Manager and other Regional personnel and staff. Company and Representative acknowledge and agree that Company does not control or regulate the manner and means in which Representative conducts the day-to-day operations of the Region, and shall have no right or authority to, control the employees of the franchised Regional Representative. Company shall have no right or authority with respect to the hiring, termination, discipline, work schedules, pay rates or pay methods of employees of the franchised Regional Representative or of Representative. Representative acknowledges and agrees that all employees of the Regional Representative shall be the exclusive employees of Representative. Company neither dictates nor controls labor or employment matters for Representative and their employees and Company is not responsible for the safety and security of Regional employees or customers.

(j) All Client Information that Company obtains from Representative and/or that Company, Representative, or any of any Franchisee's Associates collects from Market Centers, Associates or any Clients and all revenues Company derives from such Client Information will be Company's property and Company's confidential information that Company may use for any reason without compensation to Representative, including making a financial performance representation in Company's franchise disclosure documents. For and in consideration of the grant of the franchise in this Agreement, Representative assigns and will be deemed to have assigned all rights in Client Information to Company. Representative will provide copies of all Client Information to Company upon request. At Representative's sole risk and responsibility, Company grants Representative the right to use such Client Information that Representative acquires from Franchisee's Associates' Clients and other third parties solely in connection with operating Region and servicing the Market Centers during the Term of this Agreement, to the extent that Representative's use is permitted by applicable law; provided that unless otherwise stated by Company in the Regional Brand Standards Manual, Company will permit the Franchisee's Associates to retain and use Client Information for its own Clients at such Associate's sole risk and responsibility both during and after their association with their Market Center and/or the Term of this Agreement. Upon expiration of the Term of this Agreement, all of the Representative's copies of Client Information must be returned to Company and removed from Representative's computer system unless otherwise permitted in the Regional Brand Standards Manual or required by applicable law; subject to a Market Center Associate's rights related to Client Information for their own Clients in accordance with this Agreement and the Brand Standards Manuals.

(k) Unless otherwise required by applicable law, Representative will take all necessary actions to independently: (i) learn and comply with all applicable Privacy Laws; (ii) learn and comply with the Regional Brand Standards Manuals as they relate to Privacy Laws and the privacy and security of Client Information; (iii) learn and comply with any posted privacy policy and other representations made to the individual identified by Client Information that Representative processes, and communicate any limitations required thereby to any authorized receiving party in compliance with all Privacy Laws; (iv) refrain from any action or inaction that could cause Company or its Affiliates to breach any Privacy Laws; (v) maintain, and cause adherence by Representative's Group and Franchisee's Associates, to reasonable physical, technical and administrative safeguards and related policies for Client Information that is in Representative's possession or control in order to protect such Client Information from unauthorized processing, destruction, modification, or use that would violate this Agreement, the Regional Brand Standards Manuals (which may include a non-exhaustive list of the minimum types of policies that must be implemented) or any Privacy Law; (vi) do and execute, or arrange to be done and executed, each act, document and thing Company deems necessary in its business judgment to keep Company and its Affiliates in compliance with the Privacy Laws; and (vii) immediately report to Company the theft or loss of Client Information (other than the Client Information of Representative's own officers, directors, shareholders, employees or service providers). Representative will, upon request, provide Company with information, reports, and the results of any audits performed regarding Representative's data security policies, security procedures, or security technical controls related to Client Information. Representative will, upon Company's request, provide Company or its representatives with access to Representative's computer system, records, processes and practices that involve processing of Client Information in order to mitigate a security incident or so that an audit may be conducted. Representative will indemnify, defend and hold Company and its Affiliates, Regional Representatives, and their respective officers, directors, shareholders, members, managers, partners, employees, servants, independent contractors, attorneys, representatives, agents and associates, harmless in connection with any claim or action arising out of or relating to: (i) any theft, loss or misuse of Client Information; and (ii) Representative's breach of any of the terms, conditions or obligations relating to data security, privacy, or Client Information set forth in this Agreement. Representative will immediately notify Company upon discovering or otherwise learning of any theft, loss or misuse of Client Information. Representative will, at Company's direction, but at Representative's sole expense, (i) undertake remediation efforts on its own in concert with Company's directions, (ii) reasonably cooperate with any remediation efforts undertaken by Company and (iii) undertake efforts to prevent the recurrence of the same type of incident, including by paying for any remediation and post-breach

monitoring process deemed appropriate by Company. Representative will not make any public comment regarding and data security incident without Company's approval. Any notifications to the media or to Market Center Clients regarding theft or loss of Client Information will be handled exclusively by Company at Company's election and neither Representative, any Franchisee or any Associates may contact Clients relating to such theft or loss unless Representative, such Franchisee or such Associate is under a legal obligation to do so, in which case (i) Representative must notify Company in writing promptly after concluding that Representative, such Franchisee or such Associate has the legal obligation to notify any Clients and (ii) Representative, such Franchisee or such Associate will limit the notices to Clients to those required by the legal obligation or as pre-approved by Company. Representative will reasonably cooperate in connection with any notices to Clients regarding theft or loss and Representative will assist with sending such notices upon request by Company.

6.02. **Other Obligations of Representative.**

(a) Representative shall actively promote the sale of Franchises and initiatives of the Company and its Affiliates throughout the Region. Representative shall locate, identify, refer to Company, and assist Company in the evaluation of prospective Franchisees who appear to satisfy Company's criteria for Market Center owners and operators, including Company's standards for educational, managerial and business experience; for good moral character; for business reputation and credit rating; for aptitude and ability to operate a Market Center; and for financial resources and access to capital. In conducting recruitment and evaluation activities, subject to Company's directives, Representative shall:

(1) Prepare a geographic grid of each city or metropolitan area in the Region that represents targets for Market Centers development and provide such information to Company for its approval. Company will not consider any prospective Franchisee referred by Representative until Representative has prepared and delivered the grid to Company.

(2) Use only then-current materials provided by or approved in writing by Company in sales presentations to prospective Franchisees; obtain from Company all forms, applications, promotional materials necessary for the recruitment of prospective Franchisees; order Franchise Disclosure Documents for and provide related materials to prospective Franchisees in compliance with applicable law and in coordination with Company; and make no representations in conflict with the terms and provisions of the Franchise Agreement, Regional Brand Standards Manuals, Franchise Disclosure Documents or related documents;

(3) Carefully screen and evaluate prospective Franchisees in light of the criteria and standards Company prescribes, maintain a list of all prospective Franchisees that Representative contacts, prepare a written report in the form prescribed by Company for each prospect that Representative rejects, and make these lists and reports available to Company upon request;

(4) Promptly submit to Company a written report and such other documents that Company prescribes for each prospective Franchisee that Representative deems qualified to operate a Market Center;

(5) In addition to Company's guidelines, comply with all laws, rules and regulations affecting or governing the advertising, promotion, offer and sales of franchises, including those relating to registration, disclosure and unfair trade practices; and

(6) Prepare and submit to Company annually on or before December 10th Representative's Business Plan for the on-going operation of the Region, proposed Annual Development Goals, current research on the real estate market and relevant Board of Realtors information, current demographics related to real estate purchases and sales, and a description of the Region's sales and service goals for the up-coming year in a form satisfactory to Company.

(b) Before Representative begins locating or soliciting prospective Franchisees, Representative will engage qualified legal counsel licensed in the jurisdiction of the Region to prepare a written survey of the laws and regulations (including professional association regulations) that apply to the operation of Market Centers, the conduct of real estate brokerage activities in the Region and any other business conducted by Representative as authorized under this Agreement and in accordance with the System (including participation in Company's profit sharing plan). Representative shall promptly provide Company a copy of such survey, which shall become Company's property and shall be considered confidential information under this Agreement. If compliance with such laws and regulations involves special licensing, sponsorship or other requirements, Representative will devise and implement a compliance program that enables Franchisees to open their Market Centers and hire desirable brokers without regulatory delays or disruptions.

(c) Representative shall prepare and submit to Company annual Market Center support plans describing the mandatory and optional support activities that Representative intends to provide for Franchisees in the Region each year. Representative shall provide the first such plan to Company prior to the opening of the first Market Center in the Region and shall provide an updated plan to Company not later than each December 10th thereafter, and upon request. Each such plan will be subject to Company's approval, and Representative will revise each plan in accordance with Company's directives.

(d) Representative shall assist Franchisees in obtaining and evaluating information about prospective sites for their Market Centers.

(e) After Company completes the initial training segment of each new Franchisee's Franchise Systems Orientation, Representative shall immediately provide ongoing portions of the Company's Franchise Systems Orientation program in accordance with the Regional Brand Standards Manuals or as otherwise requested by Company. Representative shall also provide Franchisees such other training programs as Company prescribes.

(f) Representative shall seek to maintain the high standards of quality, appearance and service of the System. To that end, Representative shall visit each Market Center in the Region in person at least once per calendar year or as otherwise set forth in the Regional Brand Standards Manuals to support, train and ensure that the obligations of each Franchisee under its Franchise Agreement are being fulfilled and to verify compliance by the Franchisees with all procedures, standards and specifications set forth in the Regional Brand Standards Manuals. Representative shall submit to Company annually a written report on such form as Company may prescribe, that details the results of each such on site visit.

(g) In connection with the opening of each Market Center in the Region, Representative shall assist the Franchisee in conducting, at the Franchisee's expense, such promotional and advertising activities as Company may require, including cooperative advertising programs, if Company designates an advertising cooperative in the Region.

(h) Representative shall take action to verify and remedy any violation or breach by a Franchisee, or to review and provide assistance regarding any proposed transfer, or application of any kind, by a Franchisee. Representative acknowledges and agrees that Company shall have the right to notify any Franchisee of a default, to determine such course of action with respect to Franchisee and any such default and to review and approve any proposed transfer, or application of any kind, by a Franchisee, and that any action by Representative to notify any Franchisee of a breach, to take action with respect to breach by a Franchisee or to review or approve or disapprove a proposed transfer or other application, by a Franchisee without Company's prior written authorization shall be a material default of this Agreement.

(i) If requested by Company, Representative shall collect relocation fees prescribed by Company and use such fees solely for the purpose of seeking relocation business opportunities for the Market Centers located in the Region. Such activities and any referrals of such relocation business shall be

conducted by Representative in a fair and equitable manner in accordance with the terms and conditions of any relocation program established by Company.

(j) Representative shall exercise its best efforts to ensure that each Franchisee in the Region timely submits all required reports and plans and shall assist Franchisees, as needed, in the preparation of their reports and plans, including without limitation any updates or changes to ownership.

(k) If requested by Company, Representative shall take such action as Company prescribes for the collection of outstanding or past due Franchisee accounts.

(l) Representative agrees that it is important to the operation of the System and each Market Center in the Region that Representative and its employees receive such initial and ongoing training as Company may require, and to that end agrees as follows:

(1) The Regional Operating Principal, the Regional Director, and the Regional Operations Manager, together with such other members of the Representative's Group required by the Regional Brand Standards Manuals or otherwise by Company, shall initially attend and complete, to Company's satisfaction, and attend and complete on an on-going basis, Company's Regional Representative training. Company shall provide its Regional Representative training, without charge, at a location of Company's choice. If the Regional Operating Principal, the Regional Director, or the Regional Operations Manager does not satisfactorily complete the Regional Representative training, Company shall have the right to terminate this Agreement within a reasonable time (not to exceed 10 days). In such event, Company shall have no obligation to return any portion of Representative's initial Representative fee or any other amounts paid to Company as of the date of Termination.

(2) Any individual subsequently employed by Representative as Regional Director and Regional Operations Manager and each subsequent Regional Operating Principal shall attend and complete any Regional Representative training offered by Company in Austin, Texas to Company's satisfaction in Company's discretion and on an on-going basis.

(3) The Regional Operating Principal, the Regional Director, the Regional Operations Manager and such other members of the Representative's Group designated in the Regional Brand Standards Manuals shall attend and complete, to Company's satisfaction, Franchise Systems Orientation once every three years and such additional courses, seminars, conferences and other training programs, including additional or refresher courses, as Company may require from time to time of its Representatives. The Regional Operating Principal, the Regional Director, the Regional Operations Manager and such other members of the Representative's Group designated in the Regional Brand Standards Manuals may also attend such optional courses, seminars, conferences and training programs as Company may offer from time to time. Representative shall pay to Company the then-current training fee for any such course, seminar, conference, or other training program.

(m) Representative shall maintain at its Office, or such other place approved by Company, a dedicated cable, T-1 telephone line or other communication device meeting the specifications prescribed by Company. Franchisee's dedicated cable, T-1 telephone line or other communication device shall remain in operation at all times throughout the Term of this Agreement. Representative's computer system shall meet or exceed continually the criteria set forth in the Regional Brand Standards Manuals or as otherwise requested from time to time.

(n) Representative agrees to maintain a competent, conscientious, trained staff and shall take such steps as are necessary to ensure that such individuals preserve good relations with Franchisees, Company, vendors and customers.

(o) Representative understands that compliance by all Representatives and Franchisees with Company's training and operational requirements is an essential and material element of the System and that

Company, Representatives and Franchisees consequently expend substantial time, effort and money in training management personnel. Representative, each Controlling Principal and each Representative's Principal agrees that if any member of the Representative's Group entices any individual who is employed in a managerial position by Company or any of its Affiliates, or by any other Representative, or by any Franchisee to leave his or her employment, such former employer shall be entitled to compensation for the costs such employer incurred to training such employee. The parties agree that such costs may be uncertain and difficult to ascertain and therefore agree that reasonable compensation to the former employer would equal 50% of the annual compensation of such employee at the time his or her employment terminated. Representative, the Controlling Principals and the Representative's Principals shall be jointly and severally responsible to pay such compensation prior to such individual's assuming his or her position with a member of the Representative's Group. Disputes regarding inducement of employees to leave their employment shall be submitted to the internal dispute resolution procedures described in Section 18.05 of this Agreement.

(p) Upon execution of this Agreement or at any time thereafter, Representative shall execute such forms and documents as Company deems necessary to appoint Company its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Representative with any state or federal taxing authority. Representative agrees that it is important to the System and Company's reputation, goodwill, public image and growth to cultivate and maintain harmonious business relationships with all Representatives, members of Representative's Group, Franchisees, Franchisee's Principals and the clients they serve. Representative agrees to facilitate the resolution of all compliance and default issues between Franchisees in Representative's Region and Company and facilitate the resolution of all disputes that arise in the Region, including legal disputes involving Market Center Franchisees or Franchisee's Principals.

6.03. **Compliance Costs.** Representative shall bear all costs of complying and maintaining compliance with the requirements of Sections 6.01 and 6.02.

7.

CONFIDENTIAL REGIONAL BRAND STANDARDS MANUALS

7.01. **Confidential Regional Brand Standards Manuals.**

(a) In order to protect the reputation and goodwill of Company and to maintain high standards of operation under the Trademarks, Representative shall conduct its business under this Agreement in accordance with the Regional Brand Standards Manuals.

(b) The members of the Representative's Group shall at all times treat the Regional Brand Standards Manuals and the information they contain, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. The members of the Representative's Group shall never copy, duplicate, record or otherwise reproduce the Regional Brand Standards Manuals, in whole or in part, nor otherwise make them available to any unauthorized Person.

(c) The Regional Brand Standards Manuals shall remain the sole property of Company and shall at all times be kept secure whether located at Representative's Office or on one or more computers owned or controlled by any members of the Representative's Group.

(d) Company may from time to time revise the Regional Brand Standards Manuals, and Representative expressly agrees to comply with each new or changed standard.

(e) Representative acknowledges that the Regional Brand Standards Manuals may be maintained by Company solely in electronic format and that it is Representative's sole responsibility to ensure that its user printed copy of the Regional Brand Standards Manuals is kept current. If a dispute as to the contents of the Regional Brand Standards Manuals develops, the contents of the master copy of the Regional Brand Standards Manuals maintained by Company at Company's corporate offices shall control.

(f) Company reserves the right to impose a reasonable fee for any upgrade or modification to the Regional Brand Standards Manuals or any replacement Regional Brand Standards Manuals requested by Representative.

8.

CONFIDENTIAL INFORMATION

8.01. **Confidential Information.**

(a) No member of the Representative's Group shall, during the Term of this Agreement or thereafter, communicate, divulge or use for the benefit of any Person any confidential information, trade secret, knowledge or know-how concerning the methods of operation of the business contemplated by this Agreement or of a Market Center that may be communicated to any member of the Representative's Group or of which any of them may be apprised in connection with the development of the business contemplated by this Agreement or the Market Centers. Representative, each Controlling Principal and each Representative's Principal shall divulge such confidential information only to Franchisees in the Region and to such members of the Representative's Group as have a need to know such information to perform their assigned jobs. All information, knowledge, trade secrets know-how and techniques used in or related to the System that Company communicates in writing or otherwise to Representative, all information that relates to the identity, finances, operating results and contents of franchise agreements between Company and Franchisees, and any other information that Company designates as confidential, shall be deemed confidential for purposes of this Agreement. Neither Representative nor any member of the Representative's Group shall at any time without Company's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized Person. This covenant shall be perpetually binding upon each person in the Representative's Group.

(b) At Company's request, Representative shall require any person in the Representative's Group who has received or will have access to any confidential information of Company (and who has not executed the Controlling Principals' Guaranty and Undertaking attached to this Agreement or the Undertaking of Representative's Principals attached to this Agreement) to execute covenants that they will maintain the confidentiality of information they receive in connection with their relationship with Representative. Such covenants shall be substantially in the form of Attachment D to this Agreement.

(c) If any person in the Representative's Group develops any new concept, process, or improvement in the development, operation or promotion of Market Centers based on information provided to them by Company or otherwise developed for use in the System, Representative agrees to promptly notify Company and provide Company with all necessary information concerning same, without compensation. Representative, each Controlling Principal and each Representative's Principal acknowledges on their behalf and on behalf of each member of the Representative's Group that any such concept, process, or improvement shall become the property of Company, and Company may use or disclose such information to other Representatives or Franchisees as it determines to be appropriate. Representative, each Controlling Principal, each Representative's Principal agrees to share with Company all necessary information concerning same, and Company may use or disclose such information to other Representatives or Franchisees as it determines to be appropriate without cost or remuneration to any person in the Representative's Group.

(d) Representative, each Controlling Principal and each Representative's Principal acknowledges on their behalf and on behalf of each person in the Representative's Group that any failure to comply with the requirements set forth in this Section 8.01 shall constitute a material event of default under Section 13.03 and will cause Company irreparable injury for which no adequate remedy at law may be available, and Representative, each Controlling Principal and each Representative's Principal accordingly consent on their behalf and on behalf of each person of the Representative's Group to the issuance of an injunction(s) prohibiting any conduct by any member of the Representative's Group in violation of the terms of this Section 8.01. Representative, each Controlling Principal and each Representative's Principal agrees

to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Company in enforcing this Section 8.01 (including obtaining specific performance, injunctive relief, or any other equitable or other remedy available to Company for any violation of the requirements of this Section 8.01).

(e) The System does not include any personnel policies or procedures or security-related policies or procedures that Company (at its option) may make available to Representative in the Regional Brand Standards Manuals or otherwise for Representative's optional use. Representative will determine to what extent, if any, personnel or security-related policies and procedures might apply to operations at the Region.

9. ACCOUNTING AND RECORDS

9.01. Accounting and Records.

(a) Representative shall maintain during the Term of this Agreement, and shall preserve for at least ten years after the termination, cancellation, expiration or transfer of this Agreement, full, complete and accurate books, records and accounts of the business that Representative conducts pursuant to this Agreement. Representative shall retain appropriate supporting records, including purchase orders, contracts, payroll records, check stubs, bank statements, tax records and returns, journals and ledgers. Representative shall prepare its financial statements in accordance with Company's chart of accounts and using the form of presentation prescribed by Company in the Regional Brand Standards Manuals.

(b) As set forth below or otherwise upon request by Company, Representative shall furnish the following financial statements and reports to Company:

(1) A monthly prospective Franchisee report summarizing the information required by Section 6.02, and a report of all prospects considered by Representative in accordance with Section 6.02;

(2) A monthly Market Center support report as prescribed by Company summarizing the support activities undertaken by Representative in the Region;

(3) Such other reports concerning the operations of Market Centers in the Region as requested; and

(4) A Representative Business Plan no later than December 10th of each year during the Term of this Agreement, as required in Section 6.02.

(c) Company shall have the right, at any time and for any reason, to use any financial report or statement including monthly or annual balance sheets, profit and loss statements and tax returns, or any information derived therefrom, relating to Representative or the Market Centers in the Region.

(d) Representative shall submit to Company, for review or auditing, such other forms, reports, records, information and data as Company may reasonably designate, in the form and at the times and places Company reasonably requires. Representative shall furnish Company copies of all of Representative's documents without cost to Company.

(e) Representative authorizes (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which Representative does business to disclose to Company any financial information in their possession relating to Representative. Representative authorizes Company to use information in Representative's financial statements and reports for any purpose Company considers appropriate, and to disclose data from Representative's financial statements and reports for any reason Company considers necessary or advisable, which may include disclosure to prospective or existing

Representatives, Franchisees or other third parties. However, Company will not disclose complete copies of Representative's financial statements or specifically identify Representative as the source of any financial information, data or summaries that Company distributes, except pursuant to court order, legal proceeding or other compulsory process.

10. ADVERTISING AND TRADEMARKS

10.01. **Advertising.**

(a) Representative shall, at its expense, conduct all advertising and promotional activities necessary to develop and support the Market Centers and increase the Number of Associates in accordance with the Annual Development Goals. Representative shall also assist Company in the formation and administration of any advertising cooperative that operates in the Region.

(b) All advertising marketing and promotion to be used by Representative shall be of such media, type and format as Company may approve, shall be conducted in a dignified manner, and shall conform to the standards and requirements as set forth in the Regional Brand Standards Manuals. Representative shall obtain Company's prior written approval of all advertising and promotional plans and materials that Representative desires to use that have not been prepared or previously approved by Company. Representative shall submit such plans and materials to Company and Company shall approve or disapprove such plans and materials within 14 days from the date Representative submits them. Representative shall not use any plans or materials until they have been approved by Company and shall promptly discontinue use of any advertising or promotional plans or materials upon notice from Company. In all cases, Company has sole discretion and control over any materials or profiles using, displaying, or relating to the Trademarks that are maintained on any social media outlets. Company may (but need not) establish guidelines pursuant to which Representative may establish profiles or otherwise establish a presence on social media. In such event, Representative shall comply with the standards, protocols and restrictions that Company imposes from time to time on such use, and Company shall have the right to revoke any prior permissions as it deems appropriate due to any violations thereof. Company may use part of any Fund monies it collects from Representatives to pay or reimburse the costs associated with the development, maintenance and update of such profiles. Company may (but need not) establish guidelines pursuant to which Representative may establish profiles or otherwise establish a presence on such social media outlets. In that event, Representative shall comply with the standards, protocols and restrictions that Company may impose from time to time on such use.

(c) Company shall from time to time develop and administer additional advertising and sales promotion programs designed to promote and enhance the collective success of all Market Centers. Representative shall have the right to participate actively in all such advertising and sales promotion programs, but only in compliance with such terms and conditions as Company establishes. The standards and specifications established by Company shall be final and binding upon Representative with respect to all aspects of such advertising and sales promotion programs, including the type, quantity, timing and placement, and the choices of media, market areas and advertising agencies.

10.02. **Trademarks.**

(a) Company grants Representative the limited right to use the Trademarks during the Term of this Agreement, solely for the purpose of satisfying Representative's obligations under this Agreement.

(b) With respect to Representative's use of the Trademarks, Representative agrees that:

(1) Representative shall use only the Trademarks designated by Company and shall use them only in the manner authorized and permitted by Company.

(2) Representative shall use the Trademarks only in advertising relating to recruitment of prospective Franchisees and for the development of Market Centers pursuant to this Agreement or in advertising conducted by Representative in the Region in accordance with Section 10.01. Any unauthorized use of the Trademarks shall constitute an infringement of Company's rights.

(3) Without Company's express prior written consent, Representative shall not use Company's Trademarks as part of its business entity name or the name of a sub-entity, a d/b/a, domain name, URL for any internet Web site that Franchisee maintains, including online postings or blogs. Company shall condition such consent upon Franchisee's execution of such powers of attorney, assignments, domain name license agreements or other documents Company deems necessary to protect Company's ownership of the Trademarks. With respect to internet usage, Representative will allow Company to register Representative's chosen domain name in Company's name and will accept a license to use that domain name only during the Term of this Agreement, unless otherwise agreed in writing. Company consents to Representative using the domain name identified in the Information Summary during the Term of this Agreement.

(4) Representative may use the Trademarks on the internet only in accordance with the standards, policies and procedures that Company disseminates through the Regional Brand Standards Manuals. For purposes of this and the preceding paragraph, "internet" means and includes the internet, the World Wide Web and any similar means or instrumentality of electronic communications. Representative shall take all actions deemed necessary by Company in connection with any dealings with Franchisees in your Region and their Associates regarding internet usage, including the use of the Trademarks on the internet together with or separately from any other trademarks, service marks, logos or name.

(5) Representative shall immediately notify Company of any infringement of the Trademarks or challenge to its use of any of the Trademarks or claim by any Person of any rights in any of the Trademarks. Representative, each Controlling Principal and each Representative's Principal agree that neither they nor any other member of the Representative's Group will communicate with any Person other than Company and Company's legal counsel in connection with any such infringement, challenge, or claim. Company shall have discretion to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Trademarks. Representative agrees to execute all instruments and documents, render such assistance, and use best efforts to do such acts and things as may, in the opinion of Company's legal counsel, be necessary or advisable to protect and maintain Company's interest in the Trademarks.

(6) Representative acknowledges and agrees that neither Representative nor Company has or will grant to anyone employed by Representative or affiliated with Representative, including its Associates, any direct or indirect right or license to the Trademarks but, rather, that their use of the Trademarks comes under and is subject to the limited trademark license granted under this Agreement.

(c) Representative expressly understands and acknowledges that:

(1) As between Company and Representative, Company is the owner of all right, title and interest in and to the Trademarks and the goodwill associated with and symbolized by them.

(2) Representative shall not directly or indirectly contest the validity or Company's ownership of or right to use the Trademarks.

(3) Representative's use of the Trademarks pursuant to this Agreement does not give Representative any interest in or to the Trademarks, except the rights granted by this Agreement.

(4) Subject to Section 2.01(c), the right and license of the Trademarks to Representative is non-exclusive, and Company thus has and retains the rights, among others:

- (A) To use the Trademarks themselves;
 - (B) To grant other licenses for the Trademarks, in addition to those licenses already granted to existing Representatives and Franchisees;
 - (C) To develop and establish other systems using the same or similar Trademarks, or other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Representative; and
 - (D) To engage, directly or indirectly, through its employees, representatives, Franchisees, assigns, associates, and others, at wholesale, retail, or otherwise, in (i) the production, distribution, license, and sale of products and services and (ii) the use in connection with such production, distribution, license and sale, of the Trademarks and any and all other trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics as Company may develop or use from time to time.
- (d) Company reserves the right to substitute or add different Trademarks to identify the System and the operation of Market Centers if Company, in its discretion, determines that substitution of different Trademarks will be beneficial to the System. In such event, Company may require Representative, at Representative's expense, to discontinue or modify Representative's use of any of the Trademarks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin.

11. INSURANCE

11.01. **Insurance.**

(a) Representative shall obtain and continuously maintain insurance of the types, with limits and with the coverage specified in the Information Summary and as may be designated or modified from time to time in the Regional Brand Standards Manuals and in any lease for the Office. Unless the Regional Brand Standards Manuals specify otherwise, Representative shall carry insurance with the policy limits specified in the Information Summary. Additionally, each policy must: (1) be primary and non-contributory; (2) be issued by an insurance company(ies) with a rating of "A" or better by Standard & Poor's, Moody's and A.M. Best or as preapproved in writing by Company; (3) name Company and such Affiliates of Company as Company may designate as additional insureds and contain an "Additional Insured-Designated Person or Organization" endorsement (or equivalent), except for workers' compensation insurance only, without any qualifying language; (4) provide that the insurance cannot be canceled or non-renewed, except upon thirty (30) days advance written notice to Company; (5) contain a waiver of subrogation rights of the insurer(s) against Company and its designated Affiliates, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company and its designated Affiliates; and (6) contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

(b) Representative shall furnish Company certificates of insurance, all insurance policy endorsements and a copy of the insurance policies, if requested by Company to prove that such insurance coverage is in effect, both prior to the opening of Representative's Office and thereafter and as requested by Company (but in no event less than once per calendar year). Renewal insurance certificates shall be delivered to Company 30 days prior to the expiration date of each insurance policy. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and approved in advance by Company and noted on the applicable insurance certificate. If Representative fails to maintain the required insurance, Company may, but shall not be obligated to, obtain coverage on Representative's behalf and charge the cost to Representative. Representative agrees to reimburse Company for the costs it incurs to obtain and provide such coverage. Representative shall also pay interest at the lower of 10% per annum or

the maximum amount permitted by applicable law for all amounts expended by Company, within ten days after Company submits a statement for its costs.

(c) Representative's obligation to obtain and maintain the policy or policies in the amounts specified shall not be limited in any way by reason of any insurance that may be maintained by Company, nor shall Representative's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 17.02. Company recommends that Representative obtain at Representative's expense a contractual coverage endorsement insuring the performance of Representative's indemnity obligations set forth in Section 17.02.

(d) Company may, but has no obligation to, seek or obtain Errors and Omissions insurance coverage on a group rate basis on behalf of the Regions in the Keller Williams Realty System. Representative shall notify Company by February 1st of each year if Representative desires to join in any Errors and Omissions policy offered by Company. If Company facilitates the procurement of an Errors and Omissions policy for the benefit of the Regions in the Keller Williams Realty System, but has not received notification from Representative of its desire to opt out of the coverage by February 1st of each year, Company shall include Representative in the policy, and deduct Representative's proportionate share of the premium amounts from Representative's royalty payments regardless of whether Representative has obtained other insurance coverage. Representative may propose a self-insurance plan or a variation to the requirements herein that has equivalent or greater protections than those listed above, and Company may, at its sole discretion, approve Representative's recommendation for a self-insurance plan. Approval is not granted and the variation is not allowed unless Company approves the same in writing.

12.

TRANSFER OF INTEREST

12.01. **Transfer by Company.**

Company shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations hereunder to any Person without Representative's consent. Specifically, and without limiting the foregoing, Company may sell all or part of its assets, the Trademarks or the System to a third party; may merge with or acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, Representative expressly and specifically waives any claims, demands or damages arising from or related to the loss of the Trademarks or the System against Company. If Company transfers or assigns its rights in this Agreement, such transfer or assignment shall constitute a novation as to Company and Company shall be released from all further liability to Representative under this Agreement after the effective date of such transfer or assignment, and the transferee or assignee shall be liable to Representative as if it was the original party to this Agreement. Nothing contained in this Agreement shall require Company to remain in the business of operating or supporting Keller Williams Realty Regions or Market Centers or to offer any services or products, whether or not bearing the Trademarks, to Representative, if Company exercises its rights hereunder to assign its rights hereunder.

12.02. **Transfer by Representative.**

(a) Representative understands and acknowledges that the rights and duties set forth in this Agreement are personal to Representative and its Controlling Principals and that Company has granted the rights hereunder in reliance on the business skill, financial capacity and personal character of Representative and its Controlling Principals. Accordingly, neither Representative nor any initial or subsequent successor or assign to any part of Representative's interest in this Agreement, nor any Person that directly or indirectly has or owns any interest in this Agreement or in Representative shall transfer any direct or indirect interest in this Agreement or Representative without the prior written consent of Company, except that Company's consent shall not be required for a transfer of less than a 1% interest in a Publicly-Held Corporation. Under

no circumstances may Representative partition or subdivide the Region without the express, written consent of Company, which consent will not be unreasonably withheld. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Company required by this Section 12.02 shall be null and void and shall constitute a material breach of this Agreement. Annually, and upon request by Company, Representative shall produce a complete list of Representative's Principals and any other information related to ownership of Representative to provide Company with complete transparency of Representative's direct and indirect ownership at all times. Failure to comply with Company's request for complete ownership transparency not only will be considered a breach of Company's culture and values, but will also be a material default under this Agreement. For purposes of this Agreement, a "**transfer**" shall include, whether voluntary or involuntary, directly or indirectly: an assignment, sale, gift or pledge; the grant of a mortgage, charge, lien or security interest (including the grant of a collateral assignment); any change of a trust's trustee, beneficiary or similar designations under applicable laws; a merger or consolidation, or issuance of additional ownership interests or redemption of ownership interests; a sale of voting interests or of securities convertible to voting interests, or an agreement granting the right to exercise, or control the exercise of, voting rights of any holder of an Ownership Interest; and a transfer that occurs as a result of divorce, insolvency, or entity dissolution or, upon death, by will, intestate succession or by declaration of, or transfer to, a trust.

(b) Company may withhold its consent to a transfer of any interest in Representative or this Agreement in its discretion, or require any or all of the following as conditions of its approval:

(1) Each Person in the Representative's Group shall have satisfied all monetary obligations they owe to Company and its Affiliates and to any business creditors of each member of the Representative's Group, and shall have timely met those obligations throughout the Term of this Agreement;

(2) No Person in the Representative's Group shall be in default of any provision of this Agreement, any Franchise Agreement or any other agreement between any member of the Representative's Group and Company or its Affiliates; and each member of the Representative's Group shall have fully complied with all the terms and conditions of such agreements during their terms;

(3) Representative, each Controlling Principal, each Representative's Principal, each transferor and each transferee (as directed by Company) shall have executed a general indemnification and release, in a form prescribed by Company, of all claims against Company and its Affiliates, and their respective officers, directors, shareholders, members, managers, partners, employees, servants, independent contractors, representatives and associates, in their corporate and individual capacities, covering, without limitation, claims arising under this Agreement and any other agreement between any Person in the Representative's Group, each transferor and each transferee and Company and its Affiliates and under federal, state and local laws, rules and ordinances, which indemnification and release shall be effective against all members of the Representative's Group, each transferor and each transferee regardless of whether such Person in the Representative's Group or each such transferor and transferee have executed the indemnification and release and which indemnification and release shall cause Representative, each Controlling Principal, each Representative's Principal each transferor and each transferee to indemnify Company and its Affiliates with respect to claims brought by any such Person in the Representative's Group, each transferor and each transferee;

(4) The transferee shall enter into a written agreement, prepared at transferee's cost and expense in a form satisfactory to Company, assuming unconditional liability for and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and the transferee's shareholders, members, managers, partners or other investors, as applicable, shall execute the agreement as transferee's principals and shall guarantee the performance of all such obligations, covenants and agreements in writing in a form satisfactory to Company;

(5) The transferee shall demonstrate to Company's satisfaction that the transferee meets the criteria considered by Company when reviewing a prospective Representative's application for development rights, including, but not limited to, Company's standards for education and business experience; for moral character, business reputation and credit rating; for aptitude and ability to conduct the business contemplated hereunder (as may be evidenced by prior related business experience or otherwise); for financial resources and access to capital; and for the geographic proximity of Market Centers or Regions owned or operated by the transferee and the territories or areas in which the transferee is obligated to develop Market Centers pursuant to any agreement with Company, in relation to the Market Centers to be developed hereunder;

(6) Representative and the proposed transferee shall establish to Company's satisfaction that the terms, conditions and structure of the sale are commensurate with the fair market value for the purchased assets or interests and allow for sufficient cash flow after payment of all ordinary and necessary business expenses, including payment due to Company under this Agreement, to satisfy debt service (including without limitation any assumed or existing debt), to satisfy or account for existing or potential liabilities, training costs and transferee's salary and/or profit expectations; provided that Company's granting of consent to any such transfer shall not constitute any representations, warranties or guarantees by Company regarding the terms, conditions and structure of the sale. Company reserves the right to require Representative and the proposed transferee to provide an appraisal of the purchased assets or interests reflecting a purchase price commensurate with the fair market value for the purchased assets or interests and to reject any transfer based on the debt service or existing or potential liabilities to be paid or assumed by the proposed transferee;

(7) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such rights to Renewal Term(s) as may be provided by this Agreement, the standard form representative agreement then being offered to new Representatives and such other ancillary agreements as Company may require for the development of Market Centers. Transferee's shareholders, members, managers, partners or other investors, as applicable, shall execute such agreements as transferee's principals and shall guarantee the performance of all such obligations, contracts and agreements in writing in a form satisfactory to Company. Such agreements shall supersede this Agreement in all respects (except for those covenants that expressly survive the termination, cancellation, expiration or transfer of this Agreement or such renewal representative agreement) and the terms of such agreements may differ from the terms of this Agreement; provided that the transferee shall not be required to pay any initial Representative fee (although Representative would be required to fully pay any outstanding installments on the Representative fee assessed pursuant to this Agreement as a condition to Company's consent of any such transfer);

(8) The transferor shall remain liable for all of the obligations to Company in connection with the development of Market Centers incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Company to evidence such liability;

(9) The transferee, the transferee's Regional Operating Principal, new Representative's Principals and such other members of the Representative's Group designated in the Regional Brand Standards Manuals or otherwise in writing shall attend and complete Regional Representative training and any other training programs then in effect for Representatives upon such terms and conditions as Company may reasonably require;

(10) Representative or the transferee shall upgrade computer hardware and software to meet Company's then-current standards and specifications and complete the upgrading and other requirements within the times specified by Company;

(11) Representative or the transferee shall pay a transfer fee equal to \$2,000 plus such actual amount necessary to reimburse Company for its costs and expenses associated with the application for transfer and effecting the transfer, including legal and accounting fees and costs; and

(12) Transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth in Section 6.01(a) as Company requests. The transferee shall provide to Company evidence satisfactory to Company that the terms of Section 6.01(a) have been satisfied and are true and correct on the date of transfer.

(c) Representative may grant a security interest in this Agreement to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of Representative's business and may not under any circumstances entitle or permit the secured party to take possession of or operate Representative's business or to transfer Representative's interest in the rights under this Agreement without Company's express prior written consent. The grant of a security interest in a manner consistent with this Section 12.02(c) shall not be subject to the prohibition in Section 12.01.

(d) Representative acknowledges and agrees that each condition that must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

12.03. **Right of First Refusal.**

(a) Any party holding any interest in this Agreement, or in Representative who desires to accept any *bona fide* offer from any Person (including any Controlling Principal or Representative's Principal) to purchase such interest shall promptly notify Company in writing of each such offer, and shall provide such information and documentation relating to the offer as Company may require. Company shall have the right and option, exercisable within 90 days after receipt of such written notification and all information and documentation relating to the offer that Company requires, to send written notice to the seller that Company intends to purchase the seller's interest on the same terms and conditions offered by the proposed transferee. In the event that Company its designee or assignee elects to purchase the seller's interest, closing on such purchase must occur within 90 days from the date Company receives all information and documentation relating to the offer that Company deems necessary for its review of the offer. Any material change in the terms of any offer prior to closing constitutes a new offer subject to the same rights of first refusal by Company as in the case of an initial offer. The application of this Section shall not constitute a waiver of any other provision of this Agreement, including, without limitation, all of the requirements of this Article 12 with respect to a proposed transfer.

(b) In the event an offer from any Person provides for payment of consideration other than cash or involves certain intangible benefits, Company may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash or other non-cash consideration. If the parties cannot agree within a reasonable time on the reasonable equivalent of the non-cash part of the offer, an independent appraiser shall be designated by Company and approved by Representative, which approval shall not be unreasonably withheld, to determine such amount, and the appraiser's determination shall be binding.

(c) If Company elects to exercise the option described above, it shall have the right to set off the cost of any such appraisal against any payment made hereunder.

(d) If Company elects not to exercise its right of first refusal during the 90-day period after receipt of all information and documentation relating to the offer that Company requires, or any additional 90-day period as a result of a material change in the terms of the offer, then, provided that the conditions set forth in Section 12.02 are satisfied, the party proposing to transfer the interest may do so upon the terms and conditions set forth in the written notification at any time during the period beginning on the day after the end of the 90-day period in which Company may exercise its right of first refusal described in Section 12.03(a) and ending an additional 90 days later. If the terms and conditions of the offer are materially changed, or if such additional 90-day period expires, Company again shall have such right of first refusal with respect thereto and Representative again shall be required to comply with the procedure set forth in this

Section 12.03. Failure to comply with the provisions of this Section 12.03 prior to any transfer of an interest as described hereunder shall constitute a material event of default hereunder.

12.04. Transfer Upon Death, or Permanent Disability.

(a) Upon the death of any individual with an interest in this Agreement or in Representative (the "Deceased"), the executor, administrator or other personal representative of the Deceased must transfer such interest to a third party recommended by the Regional Operating Principal and approved by Company within 12 months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by the Regional Operating Principal and Company. If the distributee is not approved by the Regional Operating Principal and Company, then the distributee shall transfer such interest to a third party approved by the Regional Operating Principal and approved by Company within 12 months after the death of the Deceased.

(b) Upon the death of the Regional Operating Principal, the executor, administrator or other personal representative of the Deceased Regional Operating Principal shall transfer such interest to a third party approved by Company within 12 months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased Regional Operating Principal, then the distributee of such interest must be approved by Company. If the distributee is not approved by Company, then the distributee shall transfer such interest to a third party approved by Company within 12 months after the death of the Deceased Regional Operating Principal. Approval by Company shall not be unreasonably withheld.

(c) Upon the permanent disability of the Regional Operating Principal, Company may, in its discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 12 within 6 months after notice to Representative. "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity that would prevent an individual from performing the obligations set forth in this Agreement for at least 90 consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed physician selected by Company; or if the individual refuses to submit to an examination, such individual shall be automatically deemed permanently disabled as of the date of such refusal for the purpose of this Section 12.04. The costs of any examination required by this Section shall be paid by Company. Any examination to challenge Company's decision shall be paid by Representative.

(d) Upon the death or claim of permanent disability of the Regional Operating Principal, Representative or a representative of Representative must promptly notify Company of such death or claim of permanent disability. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Article 12 for any other transfer. If an interest is not transferred upon death or permanent disability as required in this Section 12.04, in accordance with the terms and conditions of this Article 12, Company may exercise its remedies, including its right to terminate this Agreement.

12.05. Non-Waiver of Claims.

Company's consent to a transfer of any direct or indirect interest in this Agreement or in Representative shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Company's right to demand exact compliance with any of the terms of this Agreement by the transferee.

12.06. Offerings by Representative/Indemnification.

Securities or partnership interests in Representative may be offered by public or private offering only with the prior written consent of Company (whether or not Company's consent is required under Section 12.02). Representative shall submit all offering materials required to be registered with any federal

or state agency to Company for its review not less than 15 business days prior to their being filed with any government agency, and shall submit any offering materials to be used in an exempt offering to Company for its review not less than 15 business days prior to the date Representative proposes to begin using them. Representative shall be responsible for engaging its own legal counsel for the preparation and issuance of any public or private offering in accordance with applicable law as well as any other corporate or securities related matters arising therefrom, and upon request shall provide to Company an opinion from Representative's counsel regarding the legality of such offering. Company's review of any offering memorandum or prospectus shall be limited to the description of the Representative's business, the relationship between Company and Representative and Representative's use of the Trademarks and the System, although Company may note and require that Representative address any deficiency in the offering memorandum or prospectus that Company and/or its legal counsel detect. In no case shall Company be deemed to have provided legal advice to Representative. Any approval by Company shall not constitute an endorsement or ratification of the offering or the prospectus, either express or implied. No offering memorandum or prospectus shall suggest or imply (by use of the Trademarks or otherwise) that Company is sponsoring, endorsing or otherwise participating in the offering, nor shall any offering be structured or conducted in a manner that, in Company's good faith business judgment, might result in the Keller Williams name's being associated with a fraudulent or illegal offering. Representative's offering materials shall contain statements prescribed by Company disclaiming Company's association with the offering. **Representative and any other participants in the offering (including any members of the Representative's Group participating in the offering) shall fully indemnify Company, its Affiliates, successors and assigns and their respective officers, directors, shareholders, members, managers, partners, attorneys, servants, independent contractors, associates, representatives or employees from any Losses or Expenses that arise out of or are based upon any public or private offering in which Representative or any other participants in the offering engage, including for any securities law violations with which Company or its Affiliates may be held responsible as a result of any failure to provide legally adequate disclosure.** For each proposed offering, prior to Company beginning its review, Representative shall pay to Company in advance a non-refundable fee of \$10,000, which shall use in part to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including Company's legal and accounting fees. Notwithstanding, following such review, Company may request additional reimbursement for any incurred costs including attorney fees in excess of the advance fee.

13.

DEFAULT AND TERMINATION

13.01. General.

Representative, each Controlling Principal and each Representative's Principal acknowledge and agree that all of the obligations of the members of the Representative's Group under this Agreement are material and essential obligations of Representative, that nonperformance of such obligations will adversely and substantially affect Company and the System, that the exercise by Company of the rights and remedies set forth herein are appropriate and reasonable.

13.02. Automatic Termination Without Prior Notice.

Representative shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Representative, if Representative or any Representative's Principal makes a general assignment for the benefit of creditors; or if Representative or any Representative's Principal files a voluntary petition under any chapter of a Bankruptcy Act; or if Representative or any Representative's Principal is adjudicated a bankrupt or insolvent in proceedings filed against Representative or any Representative's Principal under any chapter of a Bankruptcy Act; or if a bill in equity or other proceeding for the appointment of a receiver of Representative or any Representative's Principal or other custodian for Representative's or any Representative's Principal's business or assets is filed and consented to by Representative or any Representative's Principal; or if a receiver or other

custodian (permanent or temporary) of any part of Representative's or any Representative's Principal's assets or property is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Representative or any Representative's Principal; or if a final judgment for an amount in excess of \$10,000 remains unsatisfied or of record for 30 days or longer (unless a supersedes bond is filed); or if Representative or any Representative's Principal is dissolved; or if execution is levied against Representative's or any Representative's Principal's business or property; or if suit to foreclose any lien or mortgage against Representative's or any Representative's Principal's premises or equipment is instituted and not dismissed within 30 days.

13.03. **Termination Upon Notice Without Opportunity to Cure.**

Representative shall be deemed to be in material default and Company may, at its option, terminate any or all rights granted under this Agreement without affording Representative any opportunity to cure the default, effective immediately upon notice to Representative, upon the occurrence of any of the following events:

(a) Representative, any Representative's Controlling Principal or any Representative's Principal is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Company believes is reasonably likely to have an adverse effect on the System, the Trademarks, the goodwill associated therewith, or Company's interest therein;

(b) Representative fails to propose a qualified Regional Operating Principal or Regional Director or any replacement who meets Company's approval, within the time periods required under Sections 6.01(c) and (d);

(c) Representative, any Representative's Controlling Principal or any Representative's Principal attempts or purports to transfer any rights or obligations under this Agreement or any interest in Representative to any third party without Company's prior written consent or without offering Company a right of first refusal with respect to such transfer, contrary to the terms of Article 12 of this Agreement;

(d) Representative, any Representative's Controlling Principal or Representative's Principal fails to comply with the in-term covenants in Sections 15.01 and 15.02(a)(1) or Representative fails to obtain execution of the covenants and related agreements required under Section 15.02(g);

(e) Representative, any Representative's Controlling Principal or Representative's Principal discloses or divulges the contents of the Regional Brand Standards Manuals or other confidential information without first obtaining execution of the covenants and related agreements required under Section 8.01(b) by persons permitted to receive such disclosure, or otherwise violated Section 8.01;

(f) A transfer upon death or permanent disability is not effected in accordance with Article 12 within the time periods required by Section 12.04;

(g) Representative knowingly maintains false books or records, or submits any false reports to Company;

(h) Representative, any Representative's Controlling Principal or any Representative's Principal breaches any of the representations, warranties or covenants set forth in Section 6.01(a) or has falsely made any of the representations, warranties or covenants set forth in Section 6.01(b);

(i) Representative, any Representative's Controlling Principal or Representative's Principal fails, refuses, or neglects promptly to pay any monies owing to Company, its Affiliates, its franchisees, or to any vendors, employees, taxing authorities or any other creditor of Representative's business or to submit the financial or other information required by Company under this Agreement, any regional representative

agreement, franchise agreement, license agreement or any other agreement among the parties, and such payment is not made or a report is not submitted within 14 days after notice from Company;

(j) Representative, any Representative's Controlling Principal or Representative's Principal, as determined by Company in its discretion, repeatedly defaults under Section 13.04 for failure substantially to comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

(k) Company receives credible evidence, which it verifies to its reasonable satisfaction, that any Representative's Controlling Principal or Representative's Principal has sexually harassed or intimidated any individual; has intentionally engaged in racial, ethnic, religious, sexual or other offensive discrimination against any individual or group; has knowingly engaged in any other activity or business practice that Company reasonably considers detrimental to the reputation or public image of Company or its Affiliates or their directors, officers or employees, the Keller Williams Realty name or the network of Market Centers; has acted in a manner that conflicts with Company's mission statement, Company's value statement, Company's belief statement, Company's culture or with Representatives' best interests whether on behalf of any member of the Representative's Group; or has knowingly engaged in conduct that is grossly unethical in relation to the culture and business values on which the System is founded, whether or not the behavior or conduct constitutes a violation of federal, state or local law;

(l) Company or its Affiliates terminate for cause any Franchise Agreement or other agreement in which Representative, any Representative's Controlling Principal or Representative's Principal holds a direct or indirect ownership or beneficial interest;

(m) Representative, any Representative's Controlling Principal or Representative's Principal becomes subject to any administrative or judicial order prohibiting Representative from offering or promoting the sale of franchises or licenses, and Company reasonably believes that such prohibition is likely to have an adverse effect on the System, the Trademarks or Representative's ability to conduct the business contemplated hereunder;

(n) Representative fails to comply with Company's standards, guidelines and procedures for conducting any recruitment activities for prospective Franchisees and does not cure such default within five days following notice from Company;

(o) Representative fails to obtain and maintain an Office as required under this Agreement;

(p) Representative takes any action in contravention of Company's exclusive rights to approve or disapprove a prospective Franchisee, default or terminate a Franchisee or reject or postpone a proposed transfer by a Franchisee that Company determines in its discretion will make Company susceptible to potential claims from the Franchisee;

(q) Representative takes any action in contravention of Company's exclusive rights to designate Awarded Areas to Franchisees and/or to authorize the operation of additional approved locations by Franchisees, including Business Centers and Mega Agent Offices.

(r) Representative, any Representative's Controlling Principal or any Representative's Principal become insolvent or admits in writing the inability to pay the monetary obligations of Representative, any Controlling Principal or any Representative's Principal as they mature;

(s) Representative or any Representative's Controlling Principal or Representative's Principal commences any action against Company, its Affiliates, its franchisees, or their respective owners, officers, directors, employees or associates in contravention of the forum selection clause and other agreements regarding dispute resolution set forth in this Agreement (except as expressly permitted by state law);

(t) Representative fails to prepare and submit to Company a Representative Business Plan as required by Section 6.02(a)(6) of this Agreement, and such failure is not remedied within 14 days following notice thereof from Company; or

(u) Company repeatedly receives multiple materially negative written complaints about Representative or any of Representative's Controlling Principal(s) or Representative's Principal from more than one non-anonymous source, including Franchisees, prospective Franchisees or other third parties in any calendar year, which complaints Company, after a reasonable investigation to confirm the validity of such complaints, reasonably considers damaging to the Keller Williams business models such that the growth and development of the Region will be impeded or that Company reasonably considers reflective of conduct that is materially detrimental to the reputation or public image of Company or its Affiliates or their owners, directors, officers, employees, or associates or the Keller Williams System, or that Company determines in its discretion will make Company susceptible to potential claims from such Franchisees, prospective Franchisees or third parties. Upon receipt of complaints under this section, Company will notify Representative of the complaints and involve the Region in an investigation by allowing Representative to respond to the complaints before determining whether a default exists. If Company determines that a default exists under this Section and if Representative wants to appeal the determination, Representative will notify Company in writing that it requests review of the default by an Appeal Panel. Company will then assemble an Appeal Panel, which Appeal Panel will not include the Regional Operating Principal of the appealing Representative. The Appeal Panel will then determine by majority rule whether the default is warranted given the substance of the complaints. The Appeal Panel decision will be binding on Company and Representative.

(v) Any member of Representative's Group's failure to comply with the dispute resolution procedures herein.

13.04. **Termination Subject to Cure Period.**

Except as provided in Sections 13.02 and 13.03, upon any default by Representative that is susceptible of being cured, Company may terminate this Agreement only by giving written notice of termination stating the nature of such default to Representative at least 30 days prior to the effective date of termination. Representative may avoid termination by immediately initiating a remedy to cure such default and curing it to Company's satisfaction within the 30-day period (or within such shorter time period as Company may reasonably specify), and by promptly providing satisfactory proof of cure to Company. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Representative effective immediately upon the expiration of the 30-day period or such longer period as applicable law may require. Defaults that are susceptible of cure include the following illustrative events:

(a) Representative fails to comply with one or both of the Annual Development Goals (Number of Associates and/or Production Royalty) and fails to satisfy any applicable cure period set forth in Section 2.02(e);

(b) Representative, any Representative's Controlling Principal or Representative's Principal fails to comply with any of the requirements imposed by this Agreement not otherwise addressed in Sections 13.02 and 13.03 above, as it may from time to time be amended or reasonably be supplemented by the Regional Brand Standards Manuals, or fails to carry out the terms of this Agreement in good faith;

(c) Representative, any Representative's Controlling Principal or Representative's Principal fails to comply with any Market Center Franchise Agreement, Regional Representative Agreement, or any other agreement to which they are a party;

(d) Representative, any Representative's Controlling Principal or Representative's Principal fails to maintain or observe any of the standards or procedures prescribed by Company in this Agreement,

in any Franchise Agreement to which they are a party, in the Regional Brand Standards Manuals, or otherwise in writing;

(e) Representative fails, refuses, or neglects to obtain Company's prior written approval or consent as required by this Agreement;

(f) Representative fails to obtain or maintain the Depository Account or permit Company to debit amounts due to Company from the Depository Account in accordance with Section 5.3 of this Agreement; and

(g) Representative, any Representative's Controlling Principal or Representative's Principal engages in any business or markets any service or product under a name or mark that, in Company's opinion, is confusingly similar to the Trademarks.

(h) Representative fails to resolve disputes in the Region in violation of Section 6.02(q).

(i) Representative fails to procure and maintain such insurance policies as required by Section 11.01 and fails to cure such default within 7 days following notice from Company.

(j) Representative, any Representative's Controlling Principal or Representative's Principal misuses or makes any unauthorized use of the Trademarks or otherwise materially impairs the goodwill associated therewith or with the System or Company's rights therein and does not cure such default within 24 hours following notice from Company.

(k) Representative fails to facilitate the resolution of compliance and default issues related to Franchisees in Representative's Region or fails to facilitate the resolution of complaints related to Representative's Region.

13.05. **Rights Upon Default.**

(a) Upon a default by Representative, any Representative's Controlling Principal or Representative's Principal under Section 13.03 or 13.04, Company may, in its discretion, in lieu of terminating this Agreement, do any one or more of the following:

(1) Modify or reduce any territorial rights granted to Representative in Section 2.01 or reduce the area of such territorial rights;

(2) Modify the Annual Development Goals; and/or

(3) Temporarily rescind Representative's right to perform the sales and/or service duties required of Representative under this Agreement, and cause Company's employees and/or designees to perform such sales and/or service duties for the benefit of Company and Representative until such time that Company determines in its discretion that Representative has adequately remedied such default in a manner so as to properly represent Company in the Region; provided that such time period shall not in any case exceed 12 months. During any such period of interim performance under this Agreement, Company shall bear its own expenses, but shall be entitled to retain as compensation for its efforts 75% of the 50% of the initial franchise fees, Production Royalties and other amounts that would ordinarily be payable to Representative under this Agreement. **Further, Representative, each Controlling Principal and each Representative's Principal shall indemnify and hold Company harmless from any and all claims arising from the acts and omissions of Company or its employees or designees during such period of interim performance under this Agreement, and shall refrain from disparaging Company or its employees or associates at any time or otherwise hindering Company or its employees or designees from performing its obligations during any such period of interim performance under this Agreement.**

(b) If Company elects to modify or reduce the area of territorial rights granted to Representative in Section 2.01, Representative shall continue to promote an increase in Production Royalty and Number of Associates in accordance with the Annual Development Goals.

(c) If Company exercises any of its rights under Section 13.05(a)(1) or (2), Company shall be entitled to establish, and license others to establish, Market Centers in the Region or in the portion thereof no longer part of the Region or pursuant to any other modifications of Representative's territorial exclusivity, except as may be otherwise provided under any Franchise Agreement which is then in effect between Company and any Franchisee.

(d) Company's exercise of its options under Section 13.05(a) shall not, in the event of a default, constitute a waiver by Company to exercise its option to terminate this Agreement at any time with respect to any subsequent default of a similar or different nature.

13.06. **Option to Purchase.**

In addition to the preceding rights and remedies, Company shall have an option (but no obligation) to purchase the Representative's business and assets from Representative for 90 days after the Regional Representative Agreement expires or is terminated. The purchase price shall equal the Representative's fair market value as a going concern as determined by negotiations between Company and Representative. If Company and Representative are unable to agree upon a purchase price, Company will select an unbiased industry recognized business valuation appraiser who is to value the Region. The purchase price shall be payable in cash or paid out over time in accordance with a promissory note. Company may choose, in its sole discretion to assume any notes or leases. Representative agrees to provide Company the information necessary to value the business and establish the purchase price, to sign and deliver to Company a bill of sale or an assignment of lease, and otherwise to cooperate with Company in its taking title to and delivery of the Representative's assets. If Representative fails or refuses to comply with its obligations under this Section during the 90-day option period, Company's option shall be extended until 30 days after Representative complies. If the parties cannot agree on the purchase price or terms through private negotiation or through a business valuation appraiser, and complete the transaction before the option period ends, Representative agrees to dispose of the Representative's business and assets in accordance with the auction procedure set forth in Section 13.07, and to that end appoints Company as Representative's agent and attorney-in-fact to arrange and conduct the auction.

13.07. **Auction to Qualified Buyer.**

If Company elects to exercise its purchase option under Section 13.06 and the parties cannot agree on a purchase price, Representative agrees to dispose of the Representative's business and assets by auction to a qualified buyer in accordance with the following procedure:

(a) Company shall assemble a package of materials that contains information and data that Company considers relevant to a determination of the Region's fair market value (the "Data Package") and shall submit the Data Package to Representative for review. Representative may furnish Company additional information that Representative considers relevant, and Company shall add the information to the final Data Package.

(b) Company shall prepare a list of people who satisfy Company's standards for Regional ownership (the "Invitation List"), and shall send the Data Package to each person on the Invitation List (the "Invitee"), inviting Invitee to participate in a sealed-bid auction for the Region. Company shall furnish Representative a copy of the Invitation List and the bidding instructions that Company distributes to the invitees.

(c) Company shall ask the Invitees who receive the Data Package to prepare written offers for the Region that include the price the bidder is prepared to pay, the payment terms the bidder offers, and a proposed closing date (a "Bid"). Company shall instruct the bidders to submit their Bids in sealed envelopes

to Company's Chief Executive Officer by a deadline stated in the instructions, which shall be approximately 30 days after Company delivers the Data Package.

(d) Company shall accumulate the sealed Bids and hold them unopened until the day after the deadline for Bid submissions. On that day the Company's Chief Executive Officer shall open the bids in the presence of at least two credible witnesses and shall immediately deliver by electronic or other means copies of the Bids to Representative. Representative may accept any of the Bids it prefers, but unconditionally agrees to accept one of them and to notify Company of its choice within three days after Representative receives the Bids. The closing of Representative's sale of the Region shall occur in accordance with the Bid that Representative accepts.

13.08. Notice of Termination Required by Law.

If applicable law requires that Company give a longer period of notice to Representative than herein provided prior to the termination of this Agreement, Company will give such additional required notice. If Company does not give such required additional notice, this Agreement shall remain in effect on a month-to-month basis only until Representative has received such required additional notice.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.01. Obligations Upon Termination or Expiration.

Upon termination, cancellation, expiration or transfer of this Agreement, all rights granted hereunder to Representative shall immediately terminate, and:

(a) Representative shall not (i) have any right to establish any Market Center for which a Franchise Agreement has not been executed by Company and delivered to Representative at the time of termination, nor (ii) have the right to recruit, screen or evaluate prospective Franchisees or provide any further services to Franchisees. Representative shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Representative of Company;

(b) Representative shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, techniques and trade secrets associated with the System, and any proprietary software loaned, leased or licensed by Company to Representative, any access to proprietary electronic information or systems, the Trademark "KELLER WILLIAMS," and all other Trademarks and distinctive forms, slogans, signs, symbols, and devices associated with the System;

(c) Representative shall promptly pay all sums owing to Company and its Affiliates, and any other vendors, employees, taxing authorities or any other creditors related to Representative's business. In the event of termination for any default of Representative, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Company as a result of the default, which obligation shall give rise to and remain, until paid, a lien in favor of Company against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Representative and on the office premises at the time of default;

(d) Representative shall pay to Company all damages, costs and expenses, including reasonable attorneys' fees, incurred by Company subsequent to the termination, cancellation, expiration or transfer of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 14;

(e) Representative shall immediately deliver in good condition at Representatives cost to Company all Regional Brand Standards Manuals, including the Regional Brand Standards Manuals, and all plans, specifications, designs, reports, forms, invoices, tapes, handbooks, records, files, instructions,

correspondence, prospective Franchisee/customer lists, and all materials relating to the development and operation of Market Centers in Representative's possession or control (all of which are acknowledged to be Company's property), and shall retain no copy or record of any of the foregoing, except Representative's copy of this Agreement and of any correspondence between the parties and any other documents that Representative reasonably needs for compliance with any provision of law;

(f) Representative shall make its financial books and records available to Company and its representatives upon 24 hours' notice for the purpose of conducting an audit;

(g) Each member of the Representative's Group shall comply with the restrictions on confidential information in Section 8.01 and the covenants in Section 15.02. Any other individual required to execute similar covenants pursuant to Sections 8.01(b) or 15.02 shall also comply with such covenants; and

(h) All obligations of each member of the Representative's Group that expressly or by their nature survive the termination, cancellation, expiration or transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination, cancellation, expiration or transfer of this Agreement until such obligations are satisfied or by their terms expire.

15. ADDITIONAL COVENANTS

15.01. **Best Efforts.**

Representative, the Regional Operating Principal and the Regional Director covenant that the Regional Operating Principal and the Regional Director shall devote their substantial energy and best efforts to the development, management and operation of the business contemplated hereby.

15.02. **Non-Competition/Non-Solicitation.**

(a) Representative, each Controlling Principal and each Representative's Principal specifically acknowledge that, pursuant to this Agreement, members of the Representative's Group will receive valuable specialized training, trade secrets and confidential information, including information regarding the operational, sales, promotional and marketing methods and techniques of Company and the System, which is beyond the present skills and experience of the members of the Representative's Group. Representative, each Controlling Principal and each Representative's Principal acknowledge that such training, trade secrets, goodwill and confidential information provide a competitive advantage and will be valuable to them in the development and operation of Regions and Market Centers, and that gaining access to such training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. Representative, each Controlling Principal, and each Representative's Principal specifically acknowledge that such training, trade secrets and confidential information is provided by Company for the benefit of the System, and each Region and Market Center utilizing the System, and that the System and each Region and Market Center utilizing the System individually and mutually benefits from all Representatives' and Franchisees' compliance with the covenants described below. In consideration for such training, trade secrets, goodwill, confidential information and benefits, Representative, each Controlling Principal and each Representative's Principal covenant as follows:

(1) With respect to Representative, during the Term of this Agreement, or, with respect to each Controlling Principal and Representative's Principal, during the Term of this Agreement for so long as such Person satisfies the definition of "Controlling Principal" or "Representative's Principal," except as otherwise approved in writing by Company, neither Representative, any Controlling Principals nor any Representative's Principals or their respective immediate family members, spouses, significant others, life partners with whom they reside, parents, step-parents, in-laws, siblings, children and step-children, shall,

directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any member of the Representative's Group or any other Person:

(A) Divert or attempt to divert any business or customer of any region or Market Center to any competitor of any region, any Market Center or Company, or to a competitor of a KW Worldwide affiliate, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks, the Company and the System; or

(B) Except as permitted under this Agreement, own, maintain, develop, operate, engage in, or have any direct or indirect interest in, or accept employment from or any consultancy with, any real estate business or consulting business that supports real estate agents or businesses which competes directly with Company, Company's Affiliates, any Market Center or any Franchisee, including any real estate business that involves (i) the real estate brokerage business; or (ii) the offer, sale or operational support of businesses in the real estate brokerage business (whether as a franchisor, licensor, regional representative, area director, consultant, or other similar service provider capacity).

(2) With respect to Representative, for a continuous uninterrupted period commencing upon the termination, cancellation, expiration or transfer of, or the transfer of all of Representative's interest in, this Agreement, (or, with respect to each Controlling Principal and Representative's Principal, commencing upon the earlier of: (i) the termination, cancellation, expiration or transfer of all of Representative's interest in this Agreement or (ii) the time such Person ceases to satisfy the definition of "Controlling Principal" or "Representative's Principal" (as described in Sections 1.13 and 1.36 of this Agreement)) and continuing for two years thereafter, except as otherwise approved in writing by Company, neither Representative, any Controlling Principal nor any Representative's Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any member of the Representative's Group or any other Person:

(A) Divert or attempt to divert any business or customer of any of the Company's Regions or Market Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Trademarks and the System;

(B) Employ, engage or seek to employ or engage any individual who is at the time employed or engaged by Company or any other Representative or Franchisee of Company, or employed or engaged by or retained as an Associate of Company, in the United States, Canada, or anywhere else in the world, or otherwise directly or indirectly induce such individual to leave his or her employment or engagement; or

(C) Except as permitted under this Agreement, own, maintain, operate, engage in, or have any interest in any business in the United States and Canada that involves the offer, sale or operational support of real estate agents or businesses in the real estate brokerage business that has an associate leadership council or profit sharing program or other substantially similar programs or any other business that competes directly with Company, that is located (i) in the Region; (ii) within 10 miles of the Region or any Market Center operating in the Region; or (iii) within a 10-mile radius of any other Region or Market Center operating under the System in existence or under construction as of the earlier of: (i) the termination, cancellation, expiration or transfer of all of Representative's interest in this Agreement; or (ii) the date the Representative's Principal ceases to satisfy the definition of Representative's Principal.

In all cases, for purposes of calculating the duration of the 2-year period, any time during which Representative, Controlling Principals and/or Representative's Principals (as applicable) are in violation or breach of the covenant will be excluded such that a full 2-year period of compliance is required of Representative, Controlling Principals and/or Representative's Principals (as applicable).

(b) Sections 15.02(a)(1)(B) and (2)(C) shall not apply to ownership of less than a 1% beneficial interest in the outstanding equity securities of any Publicly-Held Corporation.

(c) The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15.02 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Company is a party, Representative, each Controlling Principal and each Representative's Principal expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 15.02.

(d) Representative, each Controlling Principal and each Representative's Principal understand and acknowledge that Company shall have the right, in its discretion, to reduce the scope of any covenant set forth in Section 15.02(a) without their consent, effective immediately upon notice to Representative; and Representative, each Controlling Principal and each Representative's Principal agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 17.06.

(e) Representative, each Controlling Principal and each Representative's Principal expressly agree that the existence of any claims they may have against Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Company of the covenants in this Section 15.02. Representative, each Controlling Principal and each Representative's Principal agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in connection with the enforcement of this Section 15.02.

(f) Representative, each Controlling Principal and each Representative's Principal acknowledge that a violation of the terms of this Section 15.02 would result in irreparable injury to Company for which no adequate remedy at law may be available, and Representative, each Controlling Principal and each Representative's Principal agree accordingly to the filing of an action for declarative relief and the issuance of an injunction by any court of competent jurisdiction (without first having to resort to mediation, arbitration or any other dispute resolution process set forth in this Agreement) prohibiting any conduct by any member of the Representative's Group in violation of the terms of this Section 15.02. Representative, each Controlling Principal and each Representative's Principal consent to personal jurisdiction in any state or federal court located in Travis County, Texas.

(g) At Company's request, Representative shall require and obtain execution of covenants similar to those set forth in this Section 15.02 (including covenants applicable upon the termination of an individual's relationship with Representative) from such other members of the Representative's Group who have received or will receive training or confidential information from Company, and who have not signed the Controlling Principals' Guaranty and Undertaking or the Undertaking of Representative's Principals. The covenants required by this Section 15.02(g) shall be substantially in the form contained in Attachment D. Failure by Representative to obtain execution of the covenants required by this Section 15.02(g) shall constitute a material event of default under this Agreement.

16.

TAXES, PERMITS AND INDEBTEDNESS

16.01. Taxes, Permits and Indebtedness.

(a) Representative shall promptly pay when due all taxes levied or assessed against its business and all accounts and other indebtedness of every kind incurred by Representative in the recruitment of Franchisees and the development of Market Centers. Representative shall pay to Company an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Company with respect

to any payments to Company required under this Agreement, unless the tax is credited against income tax otherwise payable by Company.

(b) In the event of any *bona fide* dispute as to Representative's liability for taxes or other indebtedness, Representative may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Representative permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur.

(c) Representative shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, licenses and bonds necessary for the full and proper operation of its business, including real estate brokerage licenses, licenses to do business, fictitious name registrations and sales tax permits.

(d) Representative shall notify Company in writing as soon as possible, but no later than 5 days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other government instrumentality, which may adversely affect the operation or financial condition of its business. Representative shall comply with all notices and other requirements under its applicable insurance policies.

(e) Representative must disclose in writing to Company a complete list of all sources of borrowing related to start up, or on-going operations, of Representative or its operations in advance of such borrowing. Upon request by Company, Representative shall provide additional information on such borrowing and/or the sources of such borrowing to provide Company with complete transparency of the financing transaction and any of its potential effects on Representative's business. Representative shall not extend, renew, refinance, modify or amend any debt or liability permitted by this paragraph, except with the prior written consent of Company, which consent may be granted or denied. Failure to comply with this provision, including Company's request for complete financing transparency, will be a material default under this Agreement.

17.

GENERAL CONDITIONS AND PROVISIONS

17.01. **Independent Contractor.**

(a) The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between Company and Representative, that Representative shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, area franchisee, subfranchisor, subsidiary, joint venture partner, partner, employee, or servant of the other for any purpose.

(b) Representative shall hold itself out to the public as an independent contractor operating pursuant to this Agreement. Representative agrees to take such action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place in its office and in all advertising, promotions, other display materials, letterhead, business forms and all other materials related thereto, the content of which Company reserves the right to specify.

(c) Representative acknowledges that it is being delegated certain responsibilities of Company under the Franchise Agreements that Company enters into with Franchisees in the Region. The responsibilities to Franchisees are to be performed by Representative as described in this Agreement or as set forth in the Regional Brand Standards Manuals or other reasonable standards and specifications provided by Company from time to time. In providing services to Franchisees located in the Region, Representative shall in all respects comply with the Regional Brand Standards Manuals, the terms and conditions of any Franchise Agreement or other agreement between Franchisee and Company. Representative understands, however, that its rights as a regional representative are only by virtue of this Agreement and that it is not in any manner a party, third party beneficiary, or holder of any other right or title to or interest in any Franchise

Agreement. Similarly, no Franchisee is a third-party beneficiary of this Agreement or any other agreement between Company and Representative. Representative agrees that it may not under any circumstances sell any products or other items to, or collect any money for any reason from, Franchisees without Company's prior written consent.

17.02. Indemnification.

(a) REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL SHALL INDEMNIFY DEFEND AND HOLD HARMLESS, INCLUDING COSTS AND EXPENSES FOR SEPARATE COUNSEL OF COMPANY'S CHOICE, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, SERVANTS, INDEPENDENT CONTRACTORS, EMPLOYEES, ATTORNEYS, AGENTS, ASSOCIATES, AND REPRESENTATIVES FROM ALL "LOSSES AND EXPENSES" (AS DEFINED IN SECTION 17.02(d)(2)) INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INVESTIGATION OR INQUIRY (FORMAL OR INFORMAL), OR ANY SETTLEMENT THEREOF (WHETHER OR NOT A FORMAL PROCEEDING OR ACTION HAS BEEN INSTITUTED) WHICH ARISES OUT OF OR IS BASED UPON ANY OF THE FOLLOWING:

(1) THE INFRINGEMENT, ALLEGED INFRINGEMENT OR ANY OTHER VIOLATION OR ALLEGED VIOLATION BY ANY MEMBER OF THE REPRESENTATIVE'S GROUP OF ANY PATENT, MARK OR COPYRIGHT OR OTHER PROPRIETARY RIGHT OWNED OR CONTROLLED BY THIRD PARTIES (EXCEPT AS SUCH MAY OCCUR WITH RESPECT TO ANY RIGHTS IN THE TRADEMARKS OR COPYRIGHTS TO THE EXTENT GRANTED UNDER THIS AGREEMENT);

(2) THE VIOLATION, BREACH OR ASSERTED VIOLATION OR BREACH BY ANY MEMBER OF THE REPRESENTATIVE GROUP OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, RULING, STANDARD OR DIRECTIVE OR ANY INDUSTRY STANDARD;

(3) LIBEL, SLANDER OR ANY OTHER FORM OF DEFAMATION OF COMPANY, THE SYSTEM, ANY OTHER REPRESENTATIVE, ANY FRANCHISEE, OR ANY OTHER PARTY BY ANY MEMBER OF THE REPRESENTATIVE'S GROUP;

(4) THE VIOLATION OR BREACH BY ANY MEMBER OF THE REPRESENTATIVE'S GROUP OF ANY WARRANTY, REPRESENTATION, AGREEMENT OR OBLIGATION IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN ANY MEMBER OF THE REPRESENTATIVE'S GROUP AND COMPANY SUBSIDIARIES OR ITS AFFILIATES; AND

(5) ACTS, ERRORS, OR OMISSIONS OF ANY MEMBER OF THE REPRESENTATIVE'S GROUP IN CONNECTION WITH THE RECRUITMENT, TRAINING OR SERVICING OF FRANCHISEES, THE ESTABLISHMENT OR DEVELOPMENT OF MARKET CENTERS, OR CONDUCT ALLEGED TO CREATE VICARIOUS OR JOINT OR SEVERAL LIABILITY FOR COMPANY.

(6) DISPUTES THAT ARISE IN THE REGION, INCLUDING BUSINESS, LEGAL OR OTHER DISPUTES INVOLVING REGION, REPRESENTATIVE'S GROUP, MARKET CENTER FRANCHISEES WITHIN REGION OR FRANCHISEE'S PRINCIPALS OR CUSTOMERS.

(b) REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL AGREE TO GIVE COMPANY PROMPT NOTICE OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY, OR INVESTIGATION. AT THE EXPENSE AND RISK OF REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL, COMPANY MAY ELECT TO ASSUME (BUT UNDER NO CIRCUMSTANCE IS OBLIGATED TO UNDERTAKE) AND/OR ASSOCIATE COUNSEL OF ITS OWN CHOOSING WITH RESPECT TO THE DEFENSE AND/OR SETTLEMENT OF ANY SUCH ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION. SUCH AN UNDERTAKING BY COMPANY SHALL NOT DIMINISH, IN ANY MANNER OR FORM THE OBLIGATION OF REPRESENTATIVE,

EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL TO INDEMNIFY AND DEFEND COMPANY AND TO HOLD IT HARMLESS.

(c) IN ORDER TO PROTECT PERSONS OR PROPERTY, OR ITS REPUTATION OR GOODWILL, OR THE REPUTATION OR GOODWILL OF OTHERS, COMPANY MAY, AT ANY TIME AND WITHOUT NOTICE, AS IT, IN ITS JUDGMENT DEEMS APPROPRIATE, CONSENT OR AGREE TO SETTLEMENTS OR TAKE SUCH OTHER REMEDIAL OR CORRECTIVE ACTION AS IT DEEMS EXPEDIENT WITH RESPECT TO THE ACTION, SUIT, PROCEEDING, CLAIM, DEMAND, INQUIRY OR INVESTIGATION IF, IN COMPANY'S SOLE JUDGMENT, THERE ARE REASONABLE GROUNDS TO BELIEVE THAT:

(I) ANY OF THE ACTS OR CIRCUMSTANCES ENUMERATED IN SECTION 17.02(a) HAS OCCURRED; OR

(II) ANY ACT, ERROR, OR OMISSION AS DESCRIBED IN SECTION 17.02(a)(5) MAY RESULT DIRECTLY OR INDIRECTLY IN DAMAGE, INJURY, OR HARM TO ANY PERSON OR ANY PROPERTY.

(d) (1) ALL LOSSES AND EXPENSES INCURRED UNDER THIS SECTION 17.02 SHALL BE CHARGEABLE TO AND PAID BY REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL PURSUANT TO THEIR OBLIGATIONS OF INDEMNITY UNDER THIS SECTION 17.02, REGARDLESS OF ANY ACTIONS, ACTIVITY OR DEFENSE UNDERTAKEN BY COMPANY OR THE SUBSEQUENT SUCCESS OR FAILURE OF SUCH ACTIONS, ACTIVITY, OR DEFENSE.

(2) AS USED IN THIS SECTION 17.02, THE PHRASE "LOSSES AND EXPENSES" SHALL INCLUDE, WITHOUT LIMITATION, ALL LOSSES, COMPENSATORY, EXEMPLARY OR PUNITIVE DAMAGES, FINES, CHARGES, COSTS, EXPENSES, LOST PROFITS, ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AMOUNTS, JUDGMENTS, COMPENSATION FOR DAMAGES TO COMPANY'S REPUTATION AND GOODWILL, COSTS OF OR RESULTING FROM DELAYS, FINANCING, COSTS OF ADVERTISING MATERIAL AND MEDIA TIME/SPACE, AND COSTS OF CHANGING, SUBSTITUTING OR REPLACING THE SAME, AND ANY AND ALL EXPENSES OF RECALL, REFUNDS, COMPENSATION, PUBLIC NOTICES AND OTHER SUCH AMOUNTS INCURRED IN CONNECTION WITH THE MATTERS DESCRIBED HEREIN.

(3) THE PERSONS INDEMNIFIED PURSUANT TO THIS SECTION 17.02 DO NOT ASSUME ANY LIABILITY WHATSOEVER FOR ACTS, ERRORS, OR OMISSIONS OF THOSE WITH WHOM ANY MEMBER OF THE REPRESENTATIVE'S GROUP MAY CONTRACT, REGARDLESS OF THE PURPOSE. REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL SHALL HOLD HARMLESS AND INDEMNIFY THE PERSONS INDEMNIFIED PURSUANT TO THIS SECTION 17.02 FOR ALL LOSSES AND EXPENSES WHICH MAY ARISE OUT OF ANY ACTS, ERRORS OR OMISSIONS OF ANY PERSON IN THE REPRESENTATIVE'S GROUP, AND ANY SUCH THIRD PARTIES WITHOUT LIMITATION AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF COMPANY OR ANY OTHER PARTY OR PARTIES ARISING IN CONNECTION THEREWITH, AND WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

(4) UNDER NO CIRCUMSTANCES SHALL THE COMPANY INDEMNIFIED PURSUANT TO THIS SECTION 17.02 BE REQUIRED OR OBLIGATED TO SEEK RECOVERY FROM THIRD PARTIES OR OTHERWISE MITIGATE THEIR LOSSES IN ORDER TO MAINTAIN A CLAIM AGAINST REPRESENTATIVE, ANY CONTROLLING PRINCIPAL OR ANY REPRESENTATIVE'S PRINCIPAL. REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL AGREES THAT THE FAILURE TO PURSUE SUCH RECOVERY OR MITIGATE LOSS WILL IN NO WAY REDUCE THE AMOUNTS RECOVERABLE FROM REPRESENTATIVE, ANY CONTROLLING PRINCIPAL OR ANY REPRESENTATIVE'S PRINCIPAL BY THE PERSONS INDEMNIFIED PURSUANT TO THIS SECTION 17.02. IT IS UNDERSTOOD AND AGREED BY REPRESENTATIVE, EACH CONTROLLING PRINCIPAL AND EACH REPRESENTATIVE'S PRINCIPAL THAT THE TERMS OF THIS SECTION 17.02 SHALL SURVIVE THE TERMINATION, CANCELLATION, EXPIRATION OR TRANSFER OF THIS AGREEMENT.

17.03. Approvals and Waivers.

(a) Whenever this Agreement requires the prior approval or consent of Company, Representative shall make a timely written request to Company, and such approval or consent shall be obtained in writing.

(b) No delay, waiver, omission, or forbearance on the part of Company to exercise any right, option, duty, or power arising out of any breach or default by any Person of the Representative's Group under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Company to enforce any such right, option, duty, or power as against any Person of the Representative's Group, or as to any subsequent breach or default. Subsequent acceptance by Company of any payments due to it hereunder shall not be deemed to be a waiver by Company of any preceding breach by any Person in the Representative's Group of any terms, provisions, covenants, or conditions of this Agreement.

17.04. Notices.

All notices permitted or required to be delivered pursuant to the provisions of this Agreement shall be delivered in writing to the addresses listed on the Information Summary for Company and Representative (and any Person in the Representative's Group) or such other address as the parties shall specify by written notice, and shall be deemed so delivered: (a) at the time delivered by hand; (b) 1 day after transmission by email, provided that there is no error delivery message; (c) 2 days after being placed in the hands of a commercial courier service for expedited delivery, provided there is proof of receipt; or (d) 3 days after placement with FedEx or another express package delivery service company; and must be addressed to the party to be notified at the addresses as described above for Company and Representative, or such other address as the parties shall specify by written notice.

17.05. Entire Agreement.

This Agreement, the Information Summary and Exhibits, the Regional Brand Standards Manuals, and any addenda, and Attachments hereto constitute the entire, full and complete Agreement between Company and Representative concerning the subject matter hereof, and shall supersede all prior or contemporaneous agreements between the Company and Representative with respect to such subject matter, no other representations having induced Representative to execute this Agreement; provided that nothing contained in this Agreement shall be deemed a waiver of Representative's reliance on any representations made by Company in the franchise disclosure document provided to Representative and referenced in Section 19.01(b) below.

17.06. Amendment.

Except for those permitted to be made unilaterally by Company hereunder, no amendment, change, or variance from this Agreement shall be binding on any party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

17.07. Severability and Construction.

(a) Each provision of this Agreement shall be considered severable, and if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect upon, such other provision of this Agreement, and the latter shall continue to be given full force and effect and bind the parties.

(b) Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any Person other than Representative, Company, Company's officers, directors, shareholders, members, managers, partners and employees, and such of Representative's and

Company's respective successors and assigns as may be contemplated (and, as to Representative, authorized) pursuant to Article 12, any rights or remedies under or by reason of this Agreement, including but not limited to any members of the Representative's Group other than Representative itself.

(c) Representative, each Controlling Principal and each Representative's Principal expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

(d) All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

(e) Any obligation of any Person in the Representative's Group that contemplates performance of such obligation after termination, cancellation, expiration or transfer of this Agreement or the interest of any of the Controlling Principals or the Representative's Principals, shall be deemed to survive such termination, cancellation, expiration or transfer.

(f) All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable. Without limiting the obligations individually undertaken by each Controlling Principal and each of Representative's Principal(s), all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Representative and the person in the Representative's Group shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Representative.

(g) Notwithstanding any contrary provisions contained in this Agreement, Company and Representative acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants Company the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Representative's explicit rights and obligations hereunder that may affect favorably or adversely Representative's interests; (b) Company shall use its business judgment in exercising such discretion based on Company's assessment of Company's own interests and balancing those interests against the interests, promotion and benefit of the System generally (including Company, and its Affiliates and other representatives and Franchisees), and specifically without considering Representative's individual interests or the individual interests of any other particular representative or Franchisee (examples of items that shall promote or benefit the System generally include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); (c) Company shall have no liability to Representative for the exercise of its discretion in this manner and (d) even if Company has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for Company's judgment so exercised and such action or decision shall not be subject to challenge for abuse of discretion. IF COMPANY TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT COMPANY'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR COMPANY'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

CHOICE OF LAW; DISPUTE RESOLUTION**18.01. Choice of Law.**

(a) Except as otherwise stipulated in Sections 18.03 and 18.04, or unless expressly prohibited by the franchising statutes of the state in which the Region is located, this Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the State of Texas, except that its choice of law rules shall not apply. Notwithstanding the above, Representative, each Controlling Principal and each Representative's Principal agree on their own behalf and on behalf of the members of the Representative's Group that the Texas Business Opportunity Act and any successor laws, rules or regulations thereto do not apply to the transactions contemplated by this Agreement. In addition, any dispute between or among Representative, each member of Representative's Group and Company, its Affiliates, Successors and Assigns and their respective directors, officers, shareholders, members, managers, partners, attorneys, servants, employees, associates, independent contractors, agents, and representatives shall be governed by the internal laws of the State of Texas, excluding its conflict of law principles.

18.02. Mediation.

(a) The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "Dispute") that arises under or in relation to this Agreement or between or among Representative, any member of Representative's Group and Company, its Affiliates, Successors and Assigns and their respective directors, officers, shareholders, members, managers, partners, attorneys, servants, employees, associates, independent contractors, agents, and representatives. Except as otherwise provided in Sections 15.02(f) related to the issuance of an injunction, or filing of an action for declarative relief, in any court of competent jurisdiction without first having to resort to mediation, arbitration or any other dispute resolution process set forth in this Agreement and 18.04, if the parties cannot resolve and settle a Dispute by private negotiation within sixty (60) days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to non-binding mediation, as follows:

(1) Mediation shall occur in Austin, Texas before a single mediator, using the facilities and mediation rules of a professional dispute-resolution organization selected by Company and reasonably acceptable to Representative (the "Mediation Organization"). If the parties cannot agree on a Mediation Organization, they will use the facilities and mediation rules of the National Franchise Mediation Program.

(2) The parties shall jointly select a mediator from the panel of mediators maintained by the Mediation Organization. The mediator must be either a retired judge or a trained mediator experienced in the resolution of disputes between franchisors and franchisees who has no familial relationship with any party to the Dispute. If the parties are unable to agree on a mediator within thirty (30) days after the Dispute is submitted to mediation, the Mediation Organization will select a mediator who possesses the indicated qualifications.

(3) The parties will share the mediation filing fee equally but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the mediation process. Each party agrees to send at least one representative to the mediation conference who has authority to enter into binding contracts on that party's behalf. Each party further agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the mediation process.

(4) If either party fails or refuses to participate in mediation in accordance with this Section 18.02, the other shall be entitled to immediately submit the Dispute to binding arbitration in accordance with Section 18.03.

18.03. Arbitration.

If the parties (together with any member of Representative's Group) cannot fully resolve and settle a Dispute through mediation within thirty (30) days after the mediation conference concludes, all unresolved issues involved in the Dispute, except those excluded under Sections 15.02(f) related to the issuance of an injunction, or filing of an action for declarative relief, in any court of competent jurisdiction without first having to resort to mediation, arbitration or any other dispute resolution process set forth in this Agreement and 18.04, shall be submitted to binding arbitration, as follows:

- (a) Either party may make a demand for arbitration.
- (b) Arbitration proceedings shall be conducted in Austin, Texas before a single arbitrator, using the facilities and commercial arbitration rules of the Mediation Organization or another professional dispute-resolution organization selected by Company and reasonably acceptable to Representative (the "Arbitration Organization"). If Company selects an Arbitration Organization other than the Mediation Organization and Representative reasonably objects to Company's choice, the parties will use the American Arbitration Association's facilities and commercial arbitration rules.
- (c) The Arbitration Organization's expedited arbitration procedure shall apply to the arbitration proceedings. To the greatest extent permitted by law, Company and Representative waive the application of all rules of discovery and evidence the Arbitration Organization's expedited procedure does not expressly make applicable.
- (d) The parties shall jointly select an arbitrator from the panel of arbitrators maintained by the Arbitration Organization. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no familial relationship with either party and who agrees to follow and apply the express provisions of this Agreement in determining his or her award. If the parties are unable to agree on an arbitrator within thirty (30) days after the arbitration demand is filed, the Arbitration Organization will select an arbitrator who possesses the indicated qualifications.
- (e) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the United States Arbitration Act (the "Arbitration Act"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Responsibility for the arbitrator's fees and expenses shall be determined as part of the arbitrator's award.
- (f) The arbitrator shall not extend, modify or suspend any term of this Agreement or the reasonable standards of business performance and operation established by Company in good faith.
- (g) Notice of or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. However, a demand for arbitration shall stay any lawsuit that was filed in contravention of this Article 18.
- (h) The procedures contemplated by and the enforceability of this Section 18.03 shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.
- (i) The parties agree that any actions related to a Dispute will be conducted on an individual basis, and not as part of a common, consolidated or class action.

18.04. Exceptions to Mediation and Arbitration.

(a) Company will not be obligated to mediate or arbitrate any claim arising from Representative's alleged infringement of the Trademarks or other alleged misappropriation of Company's intellectual property. The parties agree that any action based on infringement of any of the Trademarks or any misappropriation of Company's other intellectual property will be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act or the United States Copyright Act (whichever applies to the particular action), and shall be litigated in any federal District Court sitting in Travis County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any intellectual property litigation.

(b) Company will not be obligated to mediate or arbitrate any claim arising from Representative's failure to pay when due any monetary obligation to Company. The parties agree that any action to collect any sums that Representative owes Company shall be litigated in any federal or state District Court sitting in Travis County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal or state District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any collection litigation.

(c) Company will not be obligated to mediate or arbitrate any claim for which Company is entitled to seek injunctive or other equitable relief, and Company will be entitled to file suit for such relief in any court of competent jurisdiction, including the federal and state courts sitting in the county in which Representative's Office is located.

(d) Company will not be obligated to mediate or arbitrate any claim arising from Company's failure to renew Representative or failure to approve a transfer.

18.05. Internal Dispute Resolution.

(a) Company has created an informal, non-binding arbitration program (the "Internal Program") for the benefit of all Keller Williams Franchisees and Representatives. The nature and limits of the Disputes to which the Internal Program applies and the procedures that govern the Internal Program's use are described in the Regional Brand Standards Manuals.

(b) Use of the Internal Program is currently optional. If Company makes the Internal Program mandatory, Representative, each Controlling Principal, each of Representative's Principal(s) and Company agree to submit any Disputes to which the Internal Program applies for resolution in accordance with its standards and procedures prior to seeking a Dispute's resolution in the manner prescribed in Sections 18.02 and 18.03. If a Dispute relates to another Keller Williams regional representative or a Market Center Franchisee, Representative and the Controlling Principals agree to submit the Dispute in accordance with the Internal Program's standards, specifications and procedures prior to seeking the Dispute's resolution by any other means.

18.06. Additional Agreements Regarding Dispute Resolution.

(a) No right or remedy conferred upon or reserved to Company or Representative by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy provided in this Agreement by law or in equity, but each right and remedy shall be cumulative of every other right or remedy.

(b) Notwithstanding Sections 18.02 and 18.03, Company may at any time file suit in any court of competent jurisdiction (i) to enjoin any infringement or misappropriation of its rights in the Trademarks, the System or its other intellectual property, or (ii) to collect any monetary obligation payable by Franchisee.

(c) Company and Representative (including each Controlling Principal and each Representative's Principal on their own behalf and on behalf of each member of the Representative's Group) acknowledge that the parties' agreement regarding governing law and forum set forth in this Article 18 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of the parties' relationship. Company, Representative, each Controlling Principal and each of Representative's Principal(s) further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

(d) Company and Representative (including each Controlling Principal and each of Representative's Principal(s) on their own behalf and on behalf of each Person in the Representative's Group) acknowledge that the execution of this Agreement occurred in Austin, Travis County, Texas and further acknowledge that the performance of certain obligations of the members of the Representative's Group under this Agreement, including payment of monies due hereunder and the satisfaction of certain training requirements of the Representative, shall occur in Austin, Travis County, Texas.

(e) Except with respect to Representative's, each Controlling Principals' and each of Representative's Principals' obligations to indemnify Company pursuant to Section 17.02 hereof and claims Company brings for any Person in the Representative's Group's unauthorized use of the Trademarks or unauthorized use or disclosure of any confidential information, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other and agree that, in the event of an action or claim arising from a dispute between the parties, the parties bringing an action or claim shall be limited to equitable relief and to recovery of any direct or general damages it sustains; provided, however that Company shall have the right to recover lost profits in the event of termination of this Agreement.

(f) Except for actions or claims arising from Representative's nonpayment or underpayment of amounts Representative owes Company pursuant to this Agreement, or actions or claims related to any member of the Representative's Group's unauthorized use of the Trademarks, any and all actions or claims arising out of or relating to this Agreement or the relationship created hereby shall be barred unless such action or claim is commenced within 2 years from the date on which the party asserting such action or claim knew or should have known of the facts giving rise to such action or claim.

(g) If Representative fails to cure a default, following notice, within the applicable cure period, or brings a claim, lawsuit or arbitration against Company in which Representative does not prevail, Representative shall pay to Company its damages, costs, and expenses, including without limitation, the reasonable attorney's fees incurred by Company.

(h) Representative shall have an obligation to share in the payment of any damages, costs and expenses, including without limitation, the reasonable attorney's fees incurred by Company, to resolve or litigate any dispute involving a Franchisee in Representative's Region.

19.

ACKNOWLEDGMENTS

19.01. Acknowledgments.

(a) Representative acknowledges that it received a copy of this Agreement, with all blanks filled in, at least 7 calendar days prior to the date on which Representative signed this Agreement. Representative further acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least 14 calendar days prior to the date on which Representative signed this Agreement. The actual dates of delivery are set forth on the Information Summary.

(b) The following only applies in *California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin*:

Date _____ RR/CP Initials _____

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in duplicate on the Effective Date.

KELLER WILLIAMS REALTY, INC.

By: _____
Name, printed: _____
Title: _____

REPRESENTATIVE

Name of Representative

By: _____
Name, printed: _____
Title: _____

ATTACHMENT A

CONTROLLING PRINCIPALS' GUARANTY AND UNDERTAKING

Each of the undersigned acknowledges and agrees that:

(1) He or she has read and understands this Regional Representative Agreement and acknowledges that the execution of this Guaranty and Undertaking is in partial consideration for the granting of the rights to Representative, and that Company would not have granted these rights without the execution of this Guaranty and Undertakings by each of the undersigned;

(2) He or she is included in the term "Controlling Principals," as defined in Section 1.10 of the Regional Representative Agreement;

(3) He or she jointly and individually makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and accepts the obligation to perform such covenants, representations and agreements on their individual behalf and on behalf of each member of the Representative's Group; and

(4) He or she jointly and severally, absolutely, unconditionally and irrevocably guarantees to Company and its successors and assigns that all of Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Representative or upon notice from Company, each will immediately make each payment and perform each obligation required of Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Company may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Representative, or settle, adjust, or compromise any claims that Company may have against Representative. Each of the undersigned waives any and all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Representative, any default by Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Representative. Company may pursue its rights against any of the undersigned without first exhausting its remedies against Representative and without joining any other guarantor. No delay on the part of Company in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Company of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Company of notice of the death of any of the undersigned, the estate of the deceased will be bound by this guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Regional Operating Principal, the Regional Operating Principal acknowledges that the undertakings by Regional Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Company's grant of rights to develop Market Centers as described herein; Regional Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Representative and Regional Operating Principal set forth in the Representative Agreement and is obligated to perform thereunder.

Date _____ RR/CP Initials _____

CONTROLLING PRINCIPALS

Title: Regional Operating Principal

Name, printed: _____

Name, printed: _____

Name, printed: _____

Name, printed: _____

Name, printed: _____

ATTACHMENT B

UNDERTAKING OF REPRESENTATIVE'S PRINCIPALS

Each of the undersigned acknowledges and agrees:

(1) That he or she has read and understands this Agreement in its entirety and acknowledges that the undertakings by Representative's Principals under this Agreement and as stated below, and the execution of the attached Controlling Principal's Guaranty and Undertaking, are made and given in partial consideration of, and as a condition to, Company's granting of rights to Representative as described in this Agreement;

(2) That he or she meets the definition of a Representative's Principal; and

(3) That he or she individually makes all of the covenants, representations, warranties and agreements of Representative's Principal set forth in this Agreement (including, without limitation, those regarding use of Confidential Information and ownership of improvements to the System in Section 8; ownership and rights in the Trademarks in Section 10; in-term and post-term non-competition and non-solicitation in Section 15; indemnification (including indemnification with respect to the acts, errors or omissions of all of the members of the Representative's Group) in Section 17.02; and choice of law and dispute resolution in Section 18) and any Attachments or amendments thereto, and individually undertakes the obligation to perform thereunder for so long as he or she qualifies as such and thereafter to the extent expressly provided by the terms of this Agreement; and

(4) That the direct or indirect interest of the undersigned in Representative is subject to the transfer restrictions in Section 12 of this Agreement.

REPRESENTATIVE'S PRINCIPALS

Name, printed: _____

Name, printed: _____

Name, printed: _____

Name, printed: _____

Name, printed: _____

Date _____ RR/CP Initials _____

ATTACHMENT C

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

Authorization Agreement for Direct Withdrawals (ACH Debits) & Deposits (ACH Credits)

FOR MARKET CENTER AND REGIONAL BANK ACCOUNTS ONLY

Company Name Keller Williams Realty, Inc. 1221 South Mopac Expressway, Suite 400 Austin, TX 78746	Region Number: Region Name:
---	------------------------------------

I (we) hereby authorize KELLER WILLIAMS REALTY, INC. hereinafter called **COMPANY**, to initiate debit entries or credit adjustments for any debit entries in error to my (our) ☐ **Checking** ☐ **Savings** Account (select one) indicated below at the Financial Institution named below, and to debit or credit the same to such account. I (we) acknowledge that the authority will remain in effect until I have (or either of us has) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution Name:	Branch:
City: State:	Zip Code:
ACH Routing Number:	Account Number:
Account Name:	Tax ID Number:

This authority is to remain in full force and effect until **COMPANY** has received written notification from me (or either of us) of its termination in such time and in such manner as to afford **COMPANY** and Financial Institution a reasonable opportunity to act on it.

Signature

Date

Date _____ RR/CP Initials _____

Printed Name

****Warning:** Incorrect ACH Routing and Account numbers are common errors when completing this form. PLEASE verify both numbers with your financial institution before submitting the completed form to KWRI. An “ACH” routing number can be different than a “Wire” routing number and a “Paper Deposit” routing number.

**** Changes to your bank account information should be faxed to: 512-597-9376**

ATTACHMENT D

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

This Confidentiality and Non-Solicitation Agreement (the "Agreement") is made and entered into on _____, between _____ ("Representative"), and ("Recipient"). KELLER WILLIAMS REALTY, INC. ("KWRI") shall be a third-party beneficiary of this Agreement with full right and authority to enforce its terms against Representative and Recipient.

RECITALS

WHEREAS, KWRI has developed, is using and is the owner of all rights in a unique system ("the System") for the development and operation of real estate brokerage market centers and Representative support programs under the name and mark KELLER WILLIAMS® REALTY ("Market Centers" and "Regions," respectively); and

WHEREAS, the System includes but is not limited to the proprietary names, marks, designs and colors used in connection with the Region Market Centers and procedures and compilations of confidential information described in Paragraph 1 of this Agreement regarding, among other things, the inventory and financial control techniques, uniform standards and specifications, quality and uniformity of products and services, operating methods and training used by KWRI in the operation of the System ("KWRI's Trade Secrets"); and

WHEREAS, KWRI's Trade Secrets provide economic advantages to KWRI and are not generally known to, and are not readily ascertainable by proper means by KWRI's competitors who could obtain economic value from knowledge and use of KWRI's Trade Secrets; and

WHEREAS, KWRI has taken, and intends to take all reasonable steps to maintain the confidentiality and secrecy of KWRI's Trade Secrets; and

WHEREAS, KWRI has granted Representative a limited right to use certain KWRI's Trade Secrets for the period defined in the Representative agreement made and entered into _____, 20__ ("Representative Agreement") between KWRI and Representative; and

WHEREAS, KWRI and Representative have agreed in the Representative Agreement on the importance to KWRI and to Representative and other franchised users of the System of restricting use, access and dissemination of KWRI's Trade Secrets; and

WHEREAS, it will be necessary for certain employees, associates, independent contractors, officers, directors and interest holders of Representative, or any entity having an interest in Representative to have access to and to use some or all of KWRI's Trade Secrets in the development, management and operation of Regions and Market Centers using the System; and

WHEREAS, Representative has agreed to obtain from people who have access to KWRI's Trade Secrets written agreements protecting KWRI's Trade Secrets and the System against unfair competition; and

WHEREAS, Recipient wishes to remain, or wishes to become, employed by or associated with Representative; and

WHEREAS, Recipient wishes and needs to receive and use KWRI's Trade Secrets in the course of his employment or association in order to effectively perform his services for Representative; and

WHEREAS, Recipient acknowledges that receipt of the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants of Recipient herein; and

WHEREAS, Recipient acknowledges that receipt of the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants of Recipient herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. KWRI and/or Representative shall disclose to Recipient some or all of KWRI's Trade Secrets relating to the System. All information and materials, including, without limitation, the Representative Operational Manual and Market Center Management and Operational Regional Brand Standards Manuals (the "Regional Brand Standards Manuals") described in the Representative Agreement and any information, drawings, knowledge, know-how, specifications, techniques and compilations of data (including, but not limited to, information concerning the finances, operating results and expiration dates of franchise agreements between KWRI and Market Center Franchisees) which is communicated to Recipient by Representative or KWRI shall be deemed KWRI's Trade Secrets for the purposes of this Agreement.

2. Recipient shall receive KWRI's Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment by, or association with, Representative and then only in connection with the development or operation by Representative of Market Centers using the System for so long as Representative is authorized by KWRI to use the System.

3. Recipient shall not, at any time, make copies of any documents or compilations containing some or all of KWRI's Trade Secrets without KWRI's express written permission.

4. Recipient shall not, at any time, disclose or permit the disclosure of KWRI's Trade Secrets except to other employees of, or persons associated with, Representative and only to the limited extent necessary to train or assist other employees or associates of Representative in the operation or development of Market Centers.

5. Recipient shall surrender the Regional Brand Standards Manuals and any other material containing some or all of KWRI's Trade Secrets to Representative or to KWRI, upon request, or upon termination of employment by, or association with, Representative, or upon conclusion of the use for which the Regional Brand Standards Manuals or other information or material may have been furnished to Recipient.

6. Recipient shall not, directly or indirectly, do any act or omit to do any act, which would or would be likely to be injurious or prejudicial to the goodwill of the System.

7. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of KWRI's Trade Secrets, and in consideration for the disclosure to Recipient of KWRI's Trade Secrets, Recipient further agrees and covenants that, during the time Recipient is employed by Representative, Recipient will not:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of any Region or Market Center using the System to any competitor.

b. Except as permitted under the Representative Agreement, employ or engage or seek to employ or engage any individual who is at the time employed or engaged by KWRI or any Franchisee or Representative of KWRI, or otherwise directly or indirectly induce any such individual to leave his or her employment or engagement. This subsection shall not apply to any employee or agent transfer between Representative and KWRI.

c. Directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership or corporation, without the prior written consent of KWRI, own, maintain, operate, engage in, or have any interest in any real estate business which competes directly with KWRI, including any real estate business that involves (i) the real estate brokerage business; or (ii) the offer, sale or operational support of businesses in the real estate brokerage business (whether as a franchisor, licensor, regional representative, area director or other similar service provider capacity).

8¹. In further consideration for the disclosure to Recipient of KWRI's Trade Secrets and to protect the uniqueness of the System, Recipient agrees and covenants for two (2) years following the earlier of the expiration, cancellation, termination or transfer of all of Representative's interest in the Representative Agreement or the termination of his employment by, or association with, Representative, the Recipient will not without, without the prior written consent of KWRI:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of any Region or Market Center using the System to any competitor.

b. Employ or engage or seek to employ or engage any individual who is at the time employed or engaged by KWRI or any Franchisee or Representative of KWRI, or otherwise directly or indirectly induce any such individual to leave his or her employment or engagement.

In all cases, for purposes of calculating the duration of the 2-year period, any time during which Recipient is in violation or breach of the covenant will be excluded such that a full 2-year period of compliance is required of Recipient.

9. Representative undertakes to use its best efforts to ensure that Recipient acts as required by this Agreement.

10. Injunctive Relief. Recipient agrees that in the event of a breach of this Agreement, KWRI and Representative would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, both KWRI and Representative shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Representative Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm, and without being required to furnish a bond or other security.

11. Recipient agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by KWRI and Representative in enforcing this Agreement.

¹ Section 8 will be deleted and marked "INTENTIONALLY OMITTED" if the Region and Recipient are located in California.

12. Any failure by KWRI or Representative to object to or take action with respect to any breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Recipient.

13. **EXCEPT AS STATED BELOW, RECIPIENT HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF TRAVIS COUNTY, TEXAS AND THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. RECIPIENT HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. RECIPIENT HEREBY IRREVOCABLY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY TEXAS OR FEDERAL LAW. RECIPIENT FURTHER AGREES THAT VENUE FOR ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE TRAVIS COUNTY, TEXAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, KWRI AND/OR REPRESENTATIVE MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS JURISDICTION. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES, OR ACTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED UNDER TEXAS LAW (EXCEPT FOR TEXAS CHOICE OF LAW RULES).**

14. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which KWRI and/or Representative is a party, Recipient expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

15. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

16. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or email (provided that the sender confirms the facsimile or email by sending an original confirmation copy thereof by first class mail within three (3) business days after transmission thereof), to the respective parties. "Business Day" means any day other than Saturday, Sunday, or a national holiday on which federally chartered banks are authorized by law to close.

Notices to KWRI:

KELLER WILLIAMS REALTY, INC.
1221 South Mopac Expressway
Suite 400
Austin, Texas 78746
Attention: Legal/Commitment Department

Notices to
Representative:

Date _____ RR/CP Initials _____

Notices to Recipient:

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by email or facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notices sent by expedited delivery service or certified or registered mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other party.

17. The rights and remedies of KWRI under this Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of Representative and Recipient hereunder are personal in nature and may not be assigned by Representative or Recipient, as applicable without the consent of Company.

18. KWRI shall have the right to execute this Agreement as a party, but in all cases KWRI shall be a third-party beneficiary of this Agreement with full right and authority to enforce the terms of this Agreement against Recipient regardless of whether KWRI executes this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

REPRESENTATIVE:

By: _____
Title: _____

RECIPIENT:

ATTACHMENT E**ADDENDUM TO INCORPORATE ANNUAL DEVELOPMENT GOALS INTO REGIONAL REPRESENTATIVE AGREEMENT**

THIS ADDENDUM TO INCORPORATE ANNUAL DEVELOPMENT GOALS ("Addendum") is entered on _____ between Keller Williams Realty, Inc. ("Company") and _____ ("Representative") for the purpose of amending the Regional Representative Agreement, effective _____, 20____ (the "Regional Representative Agreement"), relating to the _____ Region (the "Region"). Defined terms not otherwise defined herein shall have the meaning attributed to them in the Regional Representative Agreement.

WHEREAS, the Regional Representative Agreement authorizes Representative (i) to recruit, screen and assist in the evaluation of prospective Franchisees who wish to develop and operate Market Centers in the Region, and (ii) to provide certain required initial and continuing services with respect to the development, training and operations of Franchisees who operate in the Region; and

WHEREAS, the Regional Representative Agreement requires Company and Representative to meet on an annual basis to determine the Annual Development Goals for the year; and

WHEREAS, Company and Representative agree to use the 80/20 principal as a guideline for determining the minimum expectation for the growth of the Number of Associates, meaning that the top 20 percent of the Market Centers in the Region are expected to grow by a net 3 Associates per month; and

WHEREAS, Company and Representative have met and discussed the Annual Development Goals for the year and wish to memorialize and incorporate them into the Regional Representative Agreement; and

NOW THEREFORE, in consideration of the undertakings and commitments set forth herein, the parties agree as follows:

1. **Agreement.**

(a) Company and Representative agree that Annual Development Goals for the time period indicated below are as follows:

Beginning and Ending Dates	Number of Associates	Production Royalty

(b) The above Annual Development Goals are hereby deemed incorporated into the Regional Representative Agreement for all purposes and shall govern Representative's obligations under the Regional Representative Agreement during the dates stated above.

2. **Effect on Regional Representative Agreement.** Except as expressly modified and amended by this Addendum, the Regional Representative Agreement will remain in full force and effect.

Date _____ RR/CP Initials _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Addendum on the day and year first above written.

REPRESENTATIVE

Name of Representative

By: _____

Name, printed: _____

Title: _____

KELLER WILLIAMS REALTY, INC.

By: _____

Name, printed: _____

Title: _____

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF CALIFORNIA**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

CALIFORNIA LAW MODIFICATIONS

1. The California Commissioner of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws shall control.
- b. If Regional Representative is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state’s law, other than the State of California, such requirement may be unenforceable.
- g. If the Franchise Agreement requires an interest rate greater than 10% per annum (the highest amount allowed in California), such interest rate will be reduced to 10% per annum.

2. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee’s investment. Any statements or

representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF HAWAII**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

HAWAII LAW MODIFICATIONS

1. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Due to Franchisor’s financial condition, Franchisor has elected to defer the payment of all initial fees and other fees payable to Franchisor until Franchisor has fulfilled all of its material pre-opening obligations to Regional Representative and Regional Representative has commenced doing business. Accordingly, notwithstanding anything to the contrary contained in the Agreement, Regional Representative must pay Franchisor all initial fees payable to Franchisor at the time Franchisor has fulfilled all of its material pre-opening obligations to Regional Representative and Regional Representative has commenced doing business.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF ILLINOIS**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General’s Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act shall control. Therefore, Section 13.06 of the Regional Representative Agreement is not enforceable under the Act.
- b. Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.
- c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under Illinois Law.
- d. If this Agreement requires that it be governed by a state’s law, other than the State of Illinois, Illinois law shall control and govern the Agreement.
- e. Section 17.05 of the Agreement is amended to state that the representations made in the Disclosure Document are not excluded from that on which You may rely.
- f. The second sentence of Section 19.01 (a) is void with respect to claims under the Illinois Franchise Disclosure Act and are hereby deleted in their entirety.
- g. Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law shall control.

2. Section 5.01 of the Agreement is hereby amended to include that the Illinois Attorney General’s Office has determined that due to Franchisor’s financial condition, Franchisor must defer the payment of all initial fees payable to Franchisor until it has fulfilled all of its material pre-opening obligations to You and You have commenced doing business pursuant to this Agreement. Accordingly, notwithstanding anything to the contrary contained in the Agreement, You must pay Franchisor the initial

fees payable to Franchisor at the time Franchisor has fulfilled all of its material pre-opening obligations to You and You have commenced doing business pursuant to this Agreement.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF MARYLAND**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. § 14-201 et seq. (2015 Repl. Vol.). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. This Agreement requires you to assent to a release of claims, estoppel or waiver of liability, to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act or a rule or order under the Act in order to purchase the franchise. Such release, estoppel or waiver shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law (the “Disclosure Law”), and such acknowledgments shall be void with respect to claims under the Law.
- b. This Agreement obligates you to execute a release of claims as a condition to renewal or transfer. Such a release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, and such release shall be void with respect to claims under the Disclosure Law.
- c. This Agreement requires that litigation be conducted in a forum other than the State of Maryland. However, the requirement shall not be interpreted to limit any rights Regional Representative may have under Sec. 14-216 (c)(25) of the Disclosure Law to bring suit in the state of Maryland for claims arising under the Disclosure Law.
- d. This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- e. This Agreement is hereby amended to reflect that the limitations of claims provisions shall not act to reduce the 3-year statute of limitations afforded you for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.
- f. This Agreement is hereby amended to reflect that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 5.01 of the Agreement is hereby amended to include that the Maryland Office of the Attorney General (Securities Division) has determined that due to Franchisor’s financial condition,

Date _____ RR/CP Initials _____

Franchisor must defer the payment of all initial fees payable to Franchisor until it has fulfilled all of its material pre-opening obligations to You. Accordingly, notwithstanding anything to the contrary contained in the Agreement, you must pay Franchisor the initial fees payable to Franchisor at the time Franchisor has fulfilled all of its material pre-opening obligations to You.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. Franchisor shall not contest the applicability of the Maryland Franchise Registration and Disclosure Law.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Date _____ RR/CP Initials _____

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that Regional Representative’s use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Regional Representative’s use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Regional Representative must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Act's requirements and shall have no force or effect.
- b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Act's requirements and shall have no force or effect.
- c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days’ notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Act's requirements and shall have no force or effect.
- d. If Regional Representative is required in the Agreement and/or the Disclosure Document to execute a release of claims or to acknowledge facts that would negate

Date _____ RR/CP Initials _____

or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

- e. If the Agreement and/or the Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.
- f. If the Agreement and/or the Disclosure Document requires you to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires you to sue outside the State of Minnesota is not applicable because of the Franchise Act.
- g. Minn. Rule 2860.4400J. prohibits Franchisor from requiring you to consent to liquidated damages. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term “Controlling Principals” as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF NEW YORK**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Regional Representative is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state’s law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon Regional Representative under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

Date _____ RR/CP Initials _____
REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Regional Representative is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota law, the covenant may be unenforceable.
- c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.
- d. If the Agreement requires that it be governed by a state’s law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, North Dakota Law shall control.
- e. If the Agreement requires litigation, mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.
- f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.
- g. Any provision in this Agreement which requires Regional Representative to consent to a waiver of exemplary and punitive damages or a waiver of trial by jury shall not apply to any claims brought under the North Dakota Franchise Investment Law.

Date _____ RR/CP Initials _____

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-28.1-14.
- b. If this Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.
- c. If Regional Representative is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Regional Representative Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

Date _____ RR/CP Initials _____

REGIONAL REPRESENTATIVE:

By: _____

Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

SOUTH DAKOTA LAW MODIFICATIONS

1. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Division of Securities of the South Dakota Department of Labor and Regulation requires us to defer payment of the initial fee and other initial payments owed by regional representatives to Franchisor until Franchisor has completed its pre-opening obligations under the Agreement.**

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Law (Franchises for Brand-Name Goods and Services), with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term “Controlling Principals” as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

VIRGINIA LAW MODIFICATIONS

1. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. **The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial fee and other initial payments owed by regional representatives to Franchisor until Franchisor has completed its pre-opening obligations under the Agreement.**

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term "Controlling Principals" as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor's grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

Date _____ RR/CP Initials _____

**AMENDMENT TO KELLER WILLIAMS REALTY, INC.
REGIONAL REPRESENTATIVE AGREEMENT
FOR THE STATE OF WASHINGTON**

The Keller Williams Realty, Inc. Regional Representative Agreement between _____ (“Regional Representative” or “You”) and Keller Williams Realty, Inc. (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. **In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the Regional Representative has (a) received all pre-opening and initial training obligations that it is entitled to under the Agreement or offering circular, and (b) is open for business.**
- b. Washington Franchise Investment Protection Act provides rights to You concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- c. If Regional Representative is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.
- d. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
- e. If the Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act shall control.
- f. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s

Date _____ RR/CP Initials _____

earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

- g. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Regional Representative acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, _____.

KELLER WILLIAMS REALTY, INC.:

By: _____
Title: _____

REGIONAL REPRESENTATIVE:

By: _____
Title: _____

Date _____ RR/CP Initials _____

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of this Amendment to the Regional Representative Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Regional Representative Agreement are in partial consideration for the granting of this franchise, and that Franchisor would not have granted this franchise without the execution of this guaranty and the undertakings by each of the undersigned;

(2) Each are included in the term “Controlling Principals” as described in Section 1.10 of the Regional Representative Agreement;

(3) Each individually, jointly and severally makes all of the covenants, representations, and agreements of the Controlling Principals set forth in the Regional Representative Agreement and is obligated to perform thereunder; and

(4) Each individually, jointly, and severally unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Regional Representative's obligations under this Agreement will be punctually paid and performed. Upon default by Regional Representative or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Regional Representative under this Agreement. Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend, or release any indebtedness or obligation of Regional Representative, or settle, adjust, or compromise any claims that Franchisor may have against Regional Representative. Each of the Controlling Principals waives all demands and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Regional Representative, any default by Regional Representative or any guarantor, and any release of any guarantor or other security for this Agreement or the obligations of Regional Representative. Franchisor may pursue its rights against any of the Controlling Principals without first exhausting its remedies against Regional Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy. Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under this Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect.

Additionally, with respect to the individual designated as Operating Principal, Operating Principal acknowledges that the undertakings by Operating Principal hereunder are made and given in partial consideration of, and as a condition to, Franchisor’s grant of rights to operate the Market Center as described herein; Operating Principal, individually, jointly and severally makes all of the covenants, representations and agreements of Regional Representative and Operating Principal set forth in the Regional Representative Agreement and is obligated to perform thereunder.

CONTROLLING PRINCIPALS

Name: _____

Name: _____

Name: _____

Date _____ RR/CP Initials _____

Name: _____

*Denotes individual who is Regional Representative's Operating Principal

EXHIBIT C

LIST OF REGIONAL REPRESENTATIVES

The following combined chart lists information regarding (1) Regions, (2) Market Centers (by State/Region), and (3) Business Centers (by affiliated Market Center), all as of our last fiscal year ended December 31, 2022

***means that the Region, Market Center or Business Center
was not open as of the end of the last fiscal year (if any)
*(all Regions, Market Centers and Business Centers
were open as of the end of the last fiscal year ended December 31, 2022)***

KELLER WILLIAMS REALTY
ROSTER OF MARKET CENTERS BY REGION

California-Central and Southern - #25
CA - Central, Santa Barbara and Ventura area

7838 Element Avenue
Plano, TX 75024
469-222-5788 FAX 310-496-2685

Anusha Paramesvaran - Area Director

1401 West Rancho Vista Blvd, Suite B
Palmdale, CA 93551
661-579-4979
anusha.realestate@gmail.com

Marc King - Interim Regional OP

Plano, TX 75024
636-534-8100 FAX 636-534-8101
marcking@kw.com

Terriesha Young - Regional OM

terrieshayoung@kw.com

Jennifer Kucera - Regional MCA

23670 Hawthorne Blvd Suite 100
Torrance, CA 90505

jenniferkucera@kw.com

California
Antelope Valley - #332

1401 W. Rancho Vista Blvd. Ste. B
Palmdale, CA 93551
661-538-2800 FAX 661-538-2808
klrw332@kw.com

Amy Constantine - Operating Principal
Garrett Rough - Team Leader
Eman Saridin - MCA
Amy Constantine - Tech Support

East Palmdale

4635 E. Avenue S. Suite C101
Palmdale, CA 93552
661-266-4400

Keller Williams - Ridgecrest

723 N. China Lake Blvd.
Ridgecrest, CA 93555
760-301-5095

Bakersfield - #503

11420 Ming Avenue Suite 530
Bakersfield, CA 93311
661-617-6500 FAX 661-617-6555
klrw503@kw.com

Anna Shady Mangual - Interim Operating Principal

Marisol Avila - MCA
John Knight - Tech Support

Burbank - #635

111 N. First St. # 300
Burbank, CA 91502
818-239-3500 FAX 818-239-3501
klrw635@kw.com

Mike Derian - Operating Principal
Edmund Ha - Team Leader
Yvette Torossian - MCA
Stepan Boyadzhyan - Tech Support

Calabasas - #850

23975 Park Sorrento
Calabasas, CA 91302
818-657-6500 FAX 818-657-6501
klrw850@kw.com

Paul Morris - Operating Principal
Stephanie Alatorre - Team Leader
Alejandra Perez - MCA
Tech MC0850 - Tech Support

Central Coast - #340

350 James Way Suite 130
Pismo Beach, CA 93449
805-773-7777 FAX 805-773-2684
klrw340@kw.com

Albert Meggers - Operating Principal
Jay Peet - Team Leader
Krista Oliver - MCA
Anne Sullivan - Tech Support

Morro Bay

815 Morro Bay Blvd.
Morro Bay, CA 93442
805-772-9016 FAX 805-772-8016

North County

1314 Spring Street
Paso Robles, CA 93446
805-369-7777

Encino/Sherman Oaks - #1,167

15910 Ventura Blvd #1610
Encino, CA 91436
818-475-3575
klrw1167@kw.com

Terri Arias - Operating Principal
Sunny Narang - Team Leader
Joel Felix - Interim MCA
- Tech Support

Glendale - #456

889 Americana Way Ste. #408
Glendale, CA 91210
818-432-3200 FAX 818-432-3232
klrw456@kw.com

Nick Avedissian - Operating Principal
Mike Derian - Team Leader

Glendale Market Center - Tech Support

La Canada

848 Foothill Blvd
La Canada, CA 91011
818-790-0048 FAX 818-790-0098

Northridge-Central - #452

9036 Tampa Avenue
Northridge, CA 91324
818-993-1300 FAX 818-478-2807
klrw452@kw.com

Rob Talbot - Operating Principal

Jenny Tobler - MCA
- Tech Support

Porter Ranch/North Valley - #885

19300 Rinaldi Street, Ste. L
Porter Ranch, CA 91326
818-491-4500 FAX 818-923-5201
klrw885@kw.com

Albert Meggers - Operating Principal
Baldwin Salazar - Team Leader
Sean Kins - MCA
Candace Young - Tech Support

Santa Barbara - #863

1503 and 1511 Chapala
Santa Barbara, CA 93101
805-456-3600 FAX 805-966-6005
klrw863@kw.com

Robert M Aigner - Operating Principal

Bryan Aguilera - MCA
Sonia Rolland - Tech Support

Santa Clarita - #309

26650 The Old Road Ste 350
Valencia, CA 91355
661-290-3700 FAX 661-291-1463
klrw309@kw.com

Rob Talbot - Operating Principal
DJ Milonas - Team Leader
Jenny Tobler - MCA
- Tech Support

Simi Valley - #563

2655 First Street, Ste. 150
Simi Valley, CA 93065
805-777-7117 FAX 805-583-7655
klrw563@kw.com

Robert Harris - Operating Principal
Caryn Macias - Team Leader
Kate Boyte-Moya - MCA
Cameron Knudsen - Tech Support

Studio City - #454

4061 Laurel Canyon Blvd.
Studio City, CA 91604
818-432-1500 FAX 818-432-1501
klrw454@kw.com

Paul Morris - Operating Principal
Henrik Shakhazaryan - Team Leader
Cordaro Vasquez - MCA
Lucia Rowell - Tech Support

Tulare County - #802

400 E Main Street Suite 110
Visalia, CA 93291
559-733-4100 FAX 559-636-1785
klrw802@kw.com

Albert Meggers - Operating Principal
Emily Landin - Team Leader
Francisco Torres - MCA
Francisco Torres - Tech Support

Hanford

1711 N. 11th Street
Hanford, CA 93230
559-686-4111

Porterville

882 W Henderson
Porterville, CA 93257
559-733-4100

Tulare

1967 Hillman
Tulare, CA 93274
559-686-4111 FAX 559-329-5015

West Ventura County - #835

2741 Park View Ct.
Oxnard, CA 93036
805-643-3337 FAX 805-643-3338
klrw835@kw.com

Albert Meggers - Operating Principal

Jen Ridgway - MCA
Laura Warfield - Tech Support

Camarillo

1690 Ventura Blvd.
Camarillo, CA 93010
805-643-3337 FAX 805-482-0820

Ojai

109 N. Blanche Street, Ste. #100
Ojai, CA 93023
805-646-9800 FAX 805-640-9845

Ventura Beach

16 N Oak St.
Ventura, CA 93001
805-643-3337 FAX 805-628-3040

Westlake Village - #207

30700 Russell Ranch Road Ste. 200
Westlake Village, CA 91362
805-777-7777 FAX 805-778-8367
klrw207@kw.com

Terri Arias - Operating Principal
Grant Price - Team Leader
Alexandra Hair - MCA
- Tech Support

California-Inland Empire - #32

A - San Bernadino and Riverside Counties, Eastside L

Jim Crotwell - Regional Director

27290 Madison Avenue, Suite 210
Temecula, CA 92590
951-252-9065
jimcrotwell@kw.com

Jim Crotwell - Area Director

42800 Cougar Road
Big Bear Lake, CA 92315
562-810-8020
jimcrotwell@kw.com

Marian Benton - Regional OP

Temecula, CA 92590
734-821-0700 FAX 951-296-1054
benton@kw.com

Mahasa Khadir - Regional OM

27290 Madison Ave., Suite 200
Temecula, CA 92590
951-304-1200x3015 FAX 951-304-9531
mahasa@bentongroup.org

Daisy J. Hamilton - Regional MCA

27290 Madison Ave
Temecula, CA 92590
323-385-8976
daisy@ieregion.com

California**Big Bear / Lake Arrowhead - #776**

42149 Big Bear Blvd. (fed ex) P.O. Box 2845 (standard mail)
Big Bear Lake, CA 92315
909-866-4949 FAX 909-866-0349
klrw776@kw.com

Jim Crotwell - Operating Principal
Jaylene Welch - Team Leader
Melody Garner - MCA
Stephanie Jerkins - Tech Support

Chino Hills - #559

15335 Fairfield Ranch Road Ste. 100
Chino Hills, CA 91709
909-628-9100 FAX 909-614-7377
klrw559@kw.com

Brian Erhahon - Operating Principal
Qierre McGlory - Team Leader
Parvin Amini-Rad - MCA
Sharon Burt - Tech Support

Corona - #391

4160 Temescal Canyon Road Ste. 500
Corona, CA 92883
951-442-8237
klrw391@kw.com

Vince Baldwin - Operating Principal
Wendy Gonzalez - Interim Team Leader
Lauren T Hough - MCA
Richard Upton Jr - Tech Support

Covina - #979

123 North Citrus Avenue
Covina, CA 91723
626-966-3641 FAX 626-966-4110
klrw979@kw.com

Casey TeVault - Operating Principal
Judith Fig - Team Leader
Ray Hernandez - MCA
Anusha Paramesvaran - Tech Support

Diamond Bar / Rowland Heights - #874

17870 Castleton Street, #100
City of Industry, CA 91748
626-964-5500 FAX 626-964-1500
klrw874@kw.com

Heidi Mao - Operating Principal
Kevin Wong - Team Leader
Daisy J. Hamilton - MCA
Daisy J. Hamilton - Tech Support

Downey - #561

8255 Firestone Blvd, Suite 100
Downey, CA 90241
562-334-1500 FAX 562-334-1501
klrw561@kw.com

Rich Rector - Operating Principal
Monica Rivera - Team Leader
Jamaica Tumamak - MCA
Diana Carbajal - Tech Support

KW Lake Elsinore - #1,108

31569 Canyon Estates Drive Suite 200
Lake Elsinore, CA 92532
951-816-6565
klrw1108@kw.com

Sofia Chacon - Operating Principal
Jay Chacon - Team Leader
Bailey Dean Rawson - MCA
Kirstyn Elaine Monreal - Tech Support

KW Upland - #1,003

2440 W. Arrow Route, Suite 5C
Upland, CA 91786
909-625-8400
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Greenville, SC - #336

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Keller Williams Clemson

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Ocala - Highway 27

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Chervenic Realty - Green

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Revision 7/14/21

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KELLER WILLIAMS

IDENTITY & STYLE GUIDE

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Regional Leadership Manual

The Tip of the Spear



Kim Harryman

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EXHIBIT G

SAMPLE FORM OF GENERAL RELEASE

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this “Release Agreement”) is made and entered into on _____, by and between Keller Williams Realty, Inc., a Texas corporation (“Franchisor”), _____ (“Franchisee”), _____ (“Franchisee’s Operating Principal”), and _____ (“Franchisee’s Controlling Principals”).

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain Market Center Franchise Agreement (the “Market Center Franchise Agreement”) dated _____, for the establishment of a franchised business located at _____ (the “Market Center”);

WHEREAS, Franchisee desires to renew or transfer the Market Center Franchise Agreement; and

WHEREAS, the Market Center Franchise Agreement conditions the renewal or transfer of the Market Center Franchise Agreement on Franchisee’s agreement to (i) release Franchisor of all claims that Franchisee may have against Franchisor and (ii) indemnify Franchisor with respect to claims brought by any members of Representative’s Group.

[If the release is being granted in exchange for something else (rather than the granting of a transfer or renewal LA), the paragraphs above should be changed to reflect that – ask for Legal’s help in doing this.]

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

AGREEMENT

1. **[WAIVER AND] RELEASE.** *[delete the words “waiver and” if this is a non-California franchisee]*

[FOR CALIFORNIA FRANCHISEES ONLY – INCLUDE THE WAIVER SECTION BELOW]

WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

Franchisee, Franchisee’s Operating Principal, and Franchisee’s Controlling Principals, for themselves and on behalf of the Releasing Parties (defined below), acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

With respect to those claims, demands, obligations, liabilities, actions, and causes of actions being released pursuant to this Release Agreement, Franchisee, Franchisee’s Operating Principal and Franchisee’s Controlling Principals, for themselves and on behalf of the Releasing Parties, acknowledge that they are releasing unknown claims and waive all rights they have or may have

under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect.

Franchisee, Franchisee's Operating Principal and Franchisee's Controlling Principals, for themselves and on behalf of the Releasing Parties acknowledge that this Release Agreement extends to claims which the Releasing Parties do not know or suspect to exist in favor of the Releasing Parties at the time of executing this Release Agreement, which if known by the Releasing Parties may have materially affected their decision to enter into this Release Agreement. It is understood by the Releasing Parties that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. The Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

RELEASE.

Franchisee, Franchisee's Operating Principal, and Franchisee's Controlling Principals for themselves and on behalf of their current and former officers, directors, managers, shareholders, members, partners, affiliates, agents, attorneys, representatives, predecessors, successors, and assigns (collectively, the "Releasing Parties") absolutely and unconditionally waive, release and forever discharge Franchisor and its current and former affiliates and subsidiaries, and each of their current and former respective Regional Representatives, successors, shareholders, representatives, assigns, agents, attorneys, employees, officers, directors, members, managers and partners (collectively, the "Released Parties"), of and from any claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected (collectively, "Claims") that any Releasing Party has, ever had, or may in the future have against any Released Party for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Agreement arising under or related to the Market Center Franchise Agreement (including any amendments or addendums thereto), Franchisee's rights to operate the Market Center under the System, the Trademarks, the Confidential Information, and all other Franchisor-related rights or obligations under any other agreements between Franchisor and any Releasing Party or their affiliates. For the avoidance of doubt, the Releasing Parties do not release any rights they have against the Released Parties under, or pursuant to, this Release Agreement.

2. **COVENANT NOT TO SUE.** The Releasing Parties agree not to commence any proceeding of any nature against the Released Parties based on any claim, demand, agreement, obligation, liability or cause of action whatsoever, in law or equity, that has been released pursuant to Section 1 above. The Releasing Parties represent and warrant that they have not assigned to anyone any claim related to the claims described in Section 1 that may now or subsequently be asserted against the Released Parties.

2. **AUTHORITY.** By executing this Release Agreement, the parties represent and warrant that each have the right and authority to enter into and to accept the terms and covenants of this Release Agreement, and that no third party has or claims an interest in any claim released by this Release Agreement.

3. **NO CONFLICTS.** Each of the undersigned hereby represents and warrants that its execution of this Release Agreement does not violate any other agreement to which it is a party.

4. **INDEMNIFICATION.** Franchisee, Franchisee's Operating Principal, and Franchisee's Controlling Principals shall fully indemnify, defend, and hold Franchisor and its current and former subsidiaries and affiliates, and each of their respective current and former

Regional Representative, successors, representatives and assigns, and the respective directors, officers, owners, members, managers, partners, employers, representatives, agents, independent contractors and associates of each of the foregoing harmless, including cost of separate counsel of Franchisor's choosing, for any Claim related to any breach by any Releasing Party of any representation, warranty, covenant, or other obligation set out in this Release Agreement, including, but not limited to, the bringing of any Claim released under this Release Agreement by any Releasing Party and/or any member(s) of Representative's Group. Franchisee expressly agrees that the terms of this Section 4 supplement and add to Franchisee's general indemnification obligations the Market Center Franchise Agreement. For the purposes of this Section 4, the term "Claims" shall include reasonable attorneys' fees.

5. MISCELLANEOUS.

5.1 Counterparts. This Release Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

5.2 Effectiveness. This Release Agreement shall take effect upon its execution and dating by Franchisor.

5.3 Opportunity to Review. Franchisee, Franchisee's Operating Principal, and Franchisee's Controlling Principals represent and warrant that they: (i) have had an opportunity to review this Release Agreement; (ii) have had an opportunity to consult with an attorney; and (iii) fully understand the content and legal effect of this Release Agreement.

5.4 Entire Agreement. This Release Agreement, together with the Market Center Franchise Agreement and all addenda, amendments, exhibits, and schedules thereto represents the complete, integrated and entire agreement between the parties regarding the subject matter contained herein, and may not be modified except in a writing signed by the parties. To the extent of any conflict between this Release Agreement and the Market Center Franchise Agreement, the Market Center Franchise Agreement shall control.

5.5 Governing Law. This Release Agreement shall be governed by the laws of the State of Texas, which laws shall be controlling in the event of any conflict of law. The parties agree that venue for any matter related to this Agreement shall be in Travis County, Texas.

5.6 Section Headings. The section headings of this Release Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

5.7 Severability. The provisions of this Release Agreement are severable, and, in the event that any of them is held void and unenforceable as a matter of law, the remainder shall continue in full force and effect.

5.8 Waiver. No delay or omission by the parties hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof.

5.9 Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Market Center Franchise Agreement.

5.10 Washington-Specific Statement. This Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Release Agreement as of the date first above written.

FRANCHISOR:
KELLER WILLIAMS REALTY, INC.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Title: Operating Principal
Date: _____

FRANCHISEE'S OPERATING PRINCIPAL:

By: _____
Name: _____
Title: Operating Principal
Date: _____

FRANCHISEE'S CONTROLLING PRINCIPALS:

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

EXHIBIT H

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR ALL FRANCHISE REGISTRATION STATES

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR CALIFORNIA**

(Regional Representative)

1. THE FOLLOWING RISK FACTOR IS ADDED TO THE STATE COVER PAGE:

THE REGIONAL REPRESENTATIVE AGREEMENT CONTAINS PROVISIONS THAT LIMIT REGIONAL REPRESENTATIVE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

2. Item 3 is hereby amended to reflect that:

Neither the Franchisor nor any person, or broker identified in Item 2 of the disclosure document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 6 is amended to reflect that the highest interest rate allowed by law in California for late payments is 10% annually.

4. Item 17 is hereby amended by the addition of the following language to the original language that appears therein:

California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning termination or nonrenewal of a franchise. If the Regional Representative Agreement contains a provision that is inconsistent with the law, the law will control.

The Regional Representative Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Regional Representative Agreement contains covenants not to compete which extend beyond expiration or termination of the Agreements. These provisions may not be enforceable under California law.

The California Corporations Code, Section 31125 requires Franchisor to give Franchisee a disclosure document, approved by the Department of Corporations, prior to a solicitation of a proposed material modification of an existing Franchise.

If the Regional Representative Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Regional Representative Agreement requires the application of the laws of Texas. This provision may be unenforceable under California Law.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Sec. 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Sec. 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. The franchise agreement requires binding arbitration. The arbitration will occur in Austin, Texas with the initial costs being borne by both parties and the final costs being borne by the losing party.

6. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
8. Our website (kw.com) has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.
9. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
10. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR HAWAII**

(Regional Representative)

1. THE FOLLOWING RISK FACTOR IS ADDED TO THE STATE COVER PAGE:

WE HAD A DEFICIT NET WORTH OF \$8,603,797 AS OF OUR FISCAL YEAR ENDING DECEMBER 31, 2022.

DUE TO OUR FINANCIAL CONDITION, WE HAVE ELECTED TO DEFER THE PAYMENT OF THE INITIAL FEE AND ANY OTHER INITIAL PAYMENT PAYABLE TO US UNTIL WE HAVE FULFILLED ALL OF OUR MATERIAL PRE-OPENING OBLIGATIONS TO YOU. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE REGIONAL REPRESENTATIVE AGREEMENT OR THIS DISCLOSURE DOCUMENT, YOU MUST PAY US THE INITIAL FEE AND ANY OTHER INITIAL PAYMENT PAYABLE TO US AT THE TIME WE HAVE FULFILLED ALL OF OUR MATERIAL PRE-OPENING OBLIGATIONS TO YOU. SEE ITEM 21 FOR ADDITIONAL INFORMATION.

2. Item 5 of this Disclosure Document is amended by adding the following:

In Hawaii, we must defer the payment of the initial fee and any other initial payments payable to us until we have fulfilled all of our material pre-opening obligations to you and you have commenced doing business pursuant to the Regional Representative Agreement. Accordingly, notwithstanding anything to the contrary contained in the Regional Representative Agreement or this Disclosure Document, you must pay us the initial franchise fee and any other initial payments payable to us at the time we have fulfilled all of our material pre-opening obligations to you and you have commenced doing business.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR ILLINOIS**

(Regional Representative)

1. The State Cover Page and Item 17 of this Disclosure Document are amended by adding the following:

In accordance with Illinois law 815 ILCS 705/19 and Rule Section 200.608, any provision in the Regional Representative Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Regional Representative Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Regional Representative Agreement.

Illinois Franchise Disclosure Act (the “Act”) paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of the Regional Representative Agreement. If the Regional Representative Agreement contains a provision that is inconsistent with the Act, the provision(s) will not be enforceable and the Act will control. Therefore, Item 17(o) of the Disclosure Document and Section 13.06 of the Regional Representative Agreement are not enforceable under the Act.

Any release of claims or acknowledgments of fact contained in the Regional Representative Agreement or the Market Center Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act will be void and are hereby deleted with respect to claims under the Act.

Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Regional Representative Agreement or the Market Center Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

2. Item 5 of this Disclosure Document is amended by adding the following:

The Illinois Attorney General’s Office has determined that due to our financial condition, we must defer the payment of the initial fee and any other initial payments payable to us until we have fulfilled all of our material pre-opening obligations to you and you have commenced doing business pursuant to the Regional Representative Agreement. Accordingly, notwithstanding anything to the contrary contained in the Regional Representative Agreement or this Disclosure Document, you must pay us the initial fee and any other initial payments payable to us at the time we have fulfilled all of our material pre-opening obligations to you and you have commenced doing business pursuant to the Regional Representative Agreement. See Item 21 for additional information.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR MARYLAND**

(Regional Representative)

1. Item 5 is amended to include the following paragraph:

The Maryland Office of the Attorney General (Securities Division) has determined that due to our financial condition, we must defer the payment of the below initial fee and other initial payments payable to us until we have fulfilled all of our material pre-opening obligations to you. Accordingly, notwithstanding anything to the contrary contained in the Regional Representative Agreement or this Disclosure Document, you must pay us the initial fee and other initial payments payable to us at the time we have fulfilled all of our material pre-opening obligations to you. See Item 21 for additional information.

2. Item 17 is amended to include the following paragraph:

The Code of Maryland Regulations, COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreement.

3. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. Item 17 is amended to state that the provision in the Regional Representative Agreement which provides for termination upon bankruptcy of the Area Representative may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
5. Item 17 is amended to state that a franchisee can bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR NEW YORK**

(Regional Representative)

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective Rev. March 17, 2021 2 injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Regional Representative Agreement, the Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR SOUTH DAKOTA**

(Regional Representative)

1. Item 5 of this Disclosure Document is amended by adding the following:

The Division of Securities of the South Dakota Department of Labor and Regulation requires us to defer payment of the initial fee and other initial payments owed by regional representatives to us until we have completed our pre-opening obligations under the Regional Representative Agreement.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR VIRGINIA**

(Regional Representative)

1. Item 5 of this Disclosure Document is amended by adding the following:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial fee and other initial payments owed by regional representatives to us until we have completed our pre-opening obligations under the Regional Representative Agreement.

**ADDENDUM TO THE KELLER WILLIAMS REALTY, INC.
DISCLOSURE DOCUMENT FOR WASHINGTON**

(Regional Representative)

1. Item 5 of this Disclosure Document is amended by adding the following:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	April 4, 2023
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	April 3, 2023
Virginia	Pending
Washington	Pending
Wisconsin	September 20, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23 RECEIPT

This Disclosure Document summarizes certain provisions of the Regional Representative Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Keller Williams Realty, Inc. offers you a franchise, Keller Williams Realty, Inc. must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Keller Williams Realty, Inc. or an affiliate in connection with the proposed franchise sale. Under Michigan law, Keller Williams Realty, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Oklahoma, New York and Rhode Island law, Keller Williams Realty, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship.

If Keller Williams Realty, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit E.

The franchise sellers are: Marc King and Debbie Gardner, each located at 1221 South Mopac Expressway, Suite 400, Austin, Texas 78746, phone (512) 327-3070.

Date of Issuance: March 31, 2023, as amended September 20, 2023 (see State Registrations page for specific state effective dates)

The name and address of our registered agent authorized to receive service of process is shown in Exhibit D.

I have received a Disclosure Document issued March 31, 2023, as amended September 20, 2023 (see State Registrations page for specific state effective dates). This Disclosure Document includes the following Exhibits:

- A. Financial Statements
- B. Regional Representative Agreement
- C. List of Regional Representatives
- D. Agents for Service of Process
- E. State Administrators
- F. Table of Contents of the Regional Brand Standards Manuals
- G. Sample Form of General Release
- H. State Addenda to Disclosure Document

Dated: _____

Sign Individually or as an Officer

Printed Name

of _____
 (a _____ Corporation)
 (a _____ Partnership)
 (a _____ LLC)

Please return this Receipt by email to the Franchise Systems at fdd@kw.com.

**ITEM 23
RECEIPT**

This Disclosure Document summarizes certain provisions of the Regional Representative Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Keller Williams Realty, Inc. offers you a franchise, Keller Williams Realty, Inc. must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Keller Williams Realty, Inc. or an affiliate in connection with the proposed franchise sale. Under Michigan law, Keller Williams Realty, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Oklahoma, New York and Rhode Island law, Keller Williams Realty, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship.

If Keller Williams Realty, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit E.

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- F. Table of Contents of the Regional Brand Standards Manuals
- G. Sample Form of General Release
- H. State Addenda to Disclosure Document

Dated: _____

Sign Individually or as an Officer

Printed Name

of _____
(a _____ Corporation)
(a _____ Partnership)
(a _____ LLC)

Please retain this Receipt for your records.