



BIRCH & CO. BROKERAGE LLC INDEPENDENT CONTRACTOR AGREEMENT

Document Reference ID: BAC-ICA-2026-PRO

This Independent Contractor Agreement (the "Agreement") is entered into and made effective as of this 18th day of May, 2026 (the "Effective Date"), by and between:

BROKERAGE:

Birch & Co. Brokerage LLC A licensed real estate brokerage corporation in the State of Florida

Principal Address: 2577 SW National Cir, Port Saint Lucie, FL 34953

(Hereinafter referred to as the "Firm" or the "Brokerage")

ASSOCIATE:

- **Name:** _____
- **Licensed Capacity:** () Real Estate Sales Associate () Broker Associate
- **License Number:** _____ **Expiration Date:** _____
- **Mailing Address:** _____

(Hereinafter referred to as the "Associate")

WHEREAS, the Brokerage is a technology-driven cloud firm conducting a general real estate business as a licensed Broker in the State of Florida; and

WHEREAS, the Associate is an independent real estate professional, holds a current and active license in good standing with the Florida Department of Business and Professional Regulation (DBPR), and desires to affiliate their license with the Firm under an independent contractor model;

NOW, THEREFORE, in consideration of the mutual covenants, financial schedules, and operational guardrails set forth herein, the parties agree as follows:

1.0 INDEPENDENT CONTRACTOR STATUS & TAXES

1.1 Statutory Classification

The Associate is explicitly classified as a Statutory Independent Contractor under Internal Revenue Service (IRS) guidelines and Chapter 475 of the Florida Statutes. This Agreement does not establish a permanent employment relationship, joint venture, or legal partnership between the parties. The Associate retains absolute autonomy regarding their daily schedules, marketing techniques, and production strategies, subject only to compliance with state law, DBPR regulations, and the Firm's official Policy Manual.

1.2 Financial and Tax Obligations

The Associate operates as a self-employed business entity. The Associate is exclusively responsible for all of their own operating expenses, including but not limited to: automobile expenses, personal visual branding, local board dues, National Association of REALTORS® (NAR) fees, and mandatory Continuing Education (CE) credits. The Brokerage will not withhold any local, state, or federal income taxes, FICA, or unemployment allocations. The Firm will issue an IRS Form 1099-NEC to the Associate by January 31st of each calendar year reflecting the gross commission totals disbursed to the Associate in the prior tax year.

2.0 COMPLIANCE PIPELINES & RESTRICTED BUSINESS PRACTICES

2.1 The 48-Hour Execution Protocol

The Associate has an affirmative, strict administrative obligation to create a digital file and upload all corresponding listing agreements, purchase contracts, addenda, counter-offers, and legal disclosures into the central transaction management platform within forty-eight (48) hours of obtaining any client's signature. Any administrative data penalties, board corrections, or MLS-issued fines stemming from late document filing shall be the exclusive financial liability of the Associate.

2.2 Pre-Closing Review Window & Optional Transaction Coordination Services

- **Administrative Deadline:** The Associate must submit all completed transaction files for broker audit three (3) to five (5) business days prior to the scheduled closing date. This submission window is a structural prerequisite to allow the compliance engine to review paperwork legibility, clear file deficiencies, and programmatically generate a Commission Disbursement Authorization (CDA) sheet for direct table funding.
- **Self-Service Mode (Standard):** If the Associate manages file timelines, communication, and administrative paperwork independently, the file operates in Self-Service Mode.

Standard broker file auditing and mandatory Florida Chapter 475 record retention remain fully active in the background at zero additional cost to the Associate.

- **Optional Dedicated TC Services:** The Associate may optionally elect to scale up administrative support on a deal-by-deal basis by enabling Dedicated Transaction Coordinator (TC) Services within the backend platform. If activated, a professional TC will be assigned to handle full document gathering, contract deadline tracking, escrow verification updates, and closing agent coordination.
- **TC Fee Authorization:** By submitting a transaction with TC Services enabled, the Associate explicitly and electronically authorizes Birch & Co. Brokerage LLC to deduct the designated TC Service Fee—as shown on the transaction dashboard—directly from the Associate's gross commission split block via the automated CDA at the closing table.
- **Service Fee Recovery Guardrail:** By enabling this service, the Associate explicitly and unconditionally agrees that if the closing title company, escrow agent, or closing attorney fails to collect this flat file management fee from the client's settlement funds at closing, the TC service fee will be programmatically deducted directly from the Associate's gross commission split block via the issued CDA.
- **Late Submission Enforcement:** Failure to respect the 3-to-5 business day review window or uploading late documents will result in the immediate triggering of the firm's Progressive Disciplinary Structure (\$150 for the 1st violation, \$500 for the 2nd, \$1,500 for the 3rd, and contract termination for the 4th). Pursuant to Section 6.3, the Associate explicitly and irrevocably authorizes the Broker-Owner to deduct any such outstanding administrative fines directly from their earned commission split block at the closing table via the issued CDA.

2.3 Categorical Policy Prohibitions

To preserve corporate assets and maintain unblemished insurance coverage limits, the Associate explicitly covenants and agrees that they are strictly prohibited from performing any of the following restricted business practices:

- **A. Property Management Ban:** Banned from collecting rent checks, arranging field property repairs, or handling tenant security deposits for others under the Firm's banner.
- **B. Wholesaling Restriction:** Banned from executing assignable off-market contracts as a principal entity while affiliated with the Firm. Personal investments must move cleanly as standardized title acquisitions.
- **C. Deceptive Modification Ban:** Banned from using digital software to deceptively alter a property's permanent physical defects (foundation cracks, structural damage) in listing photos. All virtually staged media must feature a prominent, clear watermark disclosure stating: *"This image has been virtually staged."*
- **D. LLC Listing Restrictions:** Banned from acting as the direct listing agent for any real property owned by an LLC or corporate business entity in which the Associate holds an ownership share. In such cases, another unaffiliated agent within the Firm must manage the listing file.

3.0 IRONCLAD ESCROW RESTRICTIONS

3.1 The Zero-Escrow Mandate

Birch & Co. Brokerage LLC operates under a strict Zero-Escrow Mandate and does not maintain a corporate consumer escrow account bank block. The Associate shall never accept, hold, physically transport, or process consumer earnest money binders, check instruments, option checks, or cash payments.

3.2 Instrument Handling Paths

The Associate must instruct all buyer clients to make check instruments or wire transfers payable directly to the neutral, outside title insurance firm, closing attorney, or escrow agent named explicitly in the purchase contract. The Associate is strictly prohibited from letting a check made out to "Birch & Co. Brokerage" pass through their hands. Under no circumstances shall the Associate accept physical cash from a consumer for any real estate component.

4.0 BOUTIQUE PLATFORM ACCESS & FINANCIAL TIERS

4.1 The Account Privilege Structure

The Associate's transaction calculations, operational privileges, and commission split matrix are directly determined by their chosen software deployment tier. The Associate explicitly elects to deploy under the following selection:

[] INITIALS: _____

BIRCH SOLO (Individual Practitioner Suite)

- Deferred Annual Base Fee: 599 dollars. Waived at onboarding and automatically deducted strictly from the gross proceeds of the Associate's first closed transaction side of the current calendar year.
- Transaction Fee Processing: Flat 450 dollars per closed transaction side for all non-company lead transactions.
- Company Lead Adjustments: If the Associate closes a transaction designated as a company-provided lead originating from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is programmatically locked. The Brokerage retains exactly 40 percent of the Gross Commission Income, and the flat transaction fee and annual base fee are processed alongside it.
- Unrestricted Software Access: Includes 365-day access to the Firm's proprietary artificial intelligence CRM, smart pipelines, outreach generators, and contract analysis tools.

- Permanent Freedom Guarantee: The rolling 90-day production clock and associated quarterly risk-maintenance balances are completely abolished. This account carries zero monthly subscription costs, zero desk fees, and zero out-of-pocket financial friction. If the Associate records zero closed transaction lines, they owe the firm zero capital.

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BIRCH CANOPY (Team Incubator Hub)

- Deferred Annual Base Fee: 1,799 dollars. Waived upfront and deducted from the organization's first collective team closing side of the calendar year.
- User Roster Allocation: Includes up to 5 multi-user seating slots with shared pipelines and role-based network hierarchies.
- Transaction Fee Processing: Flat 350 dollars per closing side across all roster slots for non-company lead transactions.
- Company Lead Adjustments: If any team member closes a transaction designated as a company-provided lead originating from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is programmatically locked. The Brokerage retains exactly 40 percent of the Gross Commission Income, and the standard tier transaction fee and annual base fee are processed alongside it.
- Clock Exemption: Completely exempt from rolling production clocks and out-of-pocket technical fees.

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BIRCH ENTERPRISE (Corporate Scale Framework)

- Deferred Annual Base Fee: 3,499 dollars. Waived upfront and deducted from the organization's first collective team closing side of the calendar year.
- User Roster Allocation: Includes up to 10 base multi-user seating slots with access to the SmartClose AI Deal Coach and macroeconomic data forecasting tools.
- Transaction Fee Processing: Flat 225 dollars per closing side across all roster slots to optimize high-volume operations on non-company lead transactions.
- Company Lead Adjustments: If any team member closes a transaction designated as a company-provided lead originating from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is programmatically locked. The Brokerage retains exactly 40 percent of the Gross Commission Income, and the standard 225 dollar transaction fee is assessed alongside it.
- Private Mega-Team Seating (Seat 11+): The transaction fee remains flat at 225 dollars, but each additional roster seat past slot ten injects an incremental 150 dollars per year to the deferred team base fee ledger, programmatically recaptured solely out of that specific agent's first closing side.

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BIRCH INDEPENDENCE SOLO (Autonomous Veteran Tier)

- Deferred Annual Base Fee: 600 dollars. Automatically deducted from the Associate's first completed closing side of the current calendar year.
- Splitting Structure: Operates under an 85/15 commission split structure, meaning 85 percent goes to the Associate and 15 percent goes to the Brokerage, on all active, self-sourced transaction lines.
- Company Lead Adjustments: If the Associate closes a transaction designated as a company-provided lead originating from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is automatically appended as a separate, distinct referral line item. The Brokerage retains 40 percent of the Gross Commission Income for sourcing the active transaction, and the standard 15 percent brokerage retention applies to the remaining balance until the annual corporate cap is fully satisfied.
- The Annual Company Dollar Cap: The brokerage's 15 percent split retention scales until the Associate contributes a strict 8,500 dollar annual cap to the Firm within a single calendar year.
- The 100 Percent Uncapped Unlock: The exact moment the 8,500 dollar cap is satisfied, the Associate automatically transitions to a 100 percent split for the remainder of that calendar year, subject only to a flat 50 dollar Errors and Omissions risk fee per file.
- Technical Exclusion: Grants complete autonomy to run outside CRM assets; the proprietary Birch and Co. CRM and artificial intelligence marketing tools are entirely excluded from this plan.

[] INITIALS: _____

BIRCH INDEPENDENCE TEAM (Bring Your Own Tech Team Framework)

- Deferred Annual Base Fee: 1,200 dollars. Waived at onboarding and automatically deducted from the team's first collective closing side of the current calendar year.
- Splitting Structure: Operates under a collective team 90/10 commission split structure, meaning 90 percent goes to the Team and 10 percent goes to the Brokerage, across all active, self-sourced team roster lines.
- Company Lead Adjustments: If any team member closes a transaction designated as a company-provided lead originating from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is automatically appended as a separate, distinct referral line item. The Brokerage retains 40 percent of the Gross Commission Income for sourcing the active transaction, and the team's standard 10 percent tier deduction is processed alongside it until the team's aggregate cap threshold is fully satisfied.

- The Baseline Team Cap: The brokerage's 10 percent split retention scales collectively across all active members until a unified 15,000 dollar baseline annual company cap is fully satisfied. The baseline cap parameters accommodate a collective group roster of up to ten active seats.
- Dynamic Mega-Team Cap Scaling (Seat 11+): To safely expand an external Independence Team past ten members, the aggregate corporate retention cap threshold scales dynamically at a rate of an additional 1,000 dollars for each additional active roster seat added to the team network.
- The 100 Percent Uncapped Unlock: The exact moment the custom calculated annual cap threshold is satisfied, all team members instantly transition to a 100 percent commission split for the remainder of that calendar year, subject only to a flat 50 dollar Errors and Omissions risk fee per closing file.
- Technical Exclusion: All proprietary Birch and Co. CRM and artificial intelligence tools are entirely excluded from this plan.

4.2 Recurring Calendar Year Reset

On January 1st of each subsequent calendar year of continuous affiliation, the designated Annual Base Fee status resets to "Pending" across all deployment tiers. The first completed transaction side executed by the Associate or their team within the new calendar year loop shall automatically be assessed their respective recurring Annual Base Fee in addition to standard transaction fees.

5.0 SUB-SPLIT TEAM REGIMES & DISCONNECTION CLAUSES

5.1 Written Team Agreements

If the Associate acts as a Team Leader or joins a structured roster slot, a formal Team Commission Split Agreement must be signed by all participating agents and placed on permanent file with the brokerage compliance office. Internal sub-splits between a Team Leader and a Team Member must maintain a strict baseline floor of 90/10. Commission configurations where a Team Leader retains more than 90% or a Team Member receives less than 10% are strictly outlawed to ensure equitable operations.

5.2 Dispute Arbitration Exclusion

Birch & Co. Brokerage acts strictly as a mechanical clearinghouse for team splits based on the signed contracts uploaded to the data platform. The Brokerage will never intervene, arbitrate, or legally represent either party in an internal financial dispute or commission rift between a Team Leader and a Team Member.

6.0 RISK REDUCTION, INDEMNIFICATION, & REMEDIES

6.1 Errors & Omissions Insurance Prerequisites

The Firm maintains a master corporate Errors and Omissions (E&O) insurance policy. However, this policy will strictly NOT provide coverage for any transaction that is closed without an approved, dual-stage verified Commission Disbursement Authorization (CDA) logged in the database prior to the execution of closing signatures. The Associate has an affirmative obligation to notify the Broker-Owner in writing immediately the moment they become aware of any client dispute or threat of litigation.

6.2 Financial Indemnification

If a civil lawsuit, regulatory investigation, or DBPR complaint is brought against Birch & Co. Brokerage LLC due to the Associate's non-compliance with the guidelines outlined in this contract, unauthorized contract modifications, or deceptive marketing practices, the Associate shall be held completely responsible for all judgments, damages, civil rewards, court costs, and legal defense expenses incurred by the firm. This financial accountability remains binding even if the court rules in favor of the Brokerage at the case's conclusion.

6.3 Express Authorization for Fine Auto-Deduction

The Brokerage utilizes a progressive disciplinary framework for file omissions (\$150 fine for the 1st violation, \$500 for the 2nd, \$1,500 for the 3rd, and contract termination for the 4th). The Associate explicitly and irrevocably authorizes the Broker-Owner to deduct any outstanding administrative fees, late file submission penalties, or progressive disciplinary fines directly from their earned commission split block at the closing table via the issued CDA before final fund disbursement.

7.0 AMENDMENTS, JURISDICTION, & SEVERABILITY

7.1 Unilateral Modification Right

The Broker-Owner reserves the unilateral right to amend or completely adjust these independent contractor terms at any moment to align with evolving state law updates, changing DBPR criteria, or network infrastructure scaling needs. Continuing use of the platform and submission of real estate files constitutes active legal acceptance of all subsequent adjustments.

7.2 Governing Jurisdiction

This Agreement shall be interpreted and governed strictly by the laws of the State of Florida. Any legal action or structural proceeding arising from platform operations or commission disputes is restricted to the exclusive jurisdiction of the court systems in Palm Beach County or St. Lucie County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the Effective Date written above.

BROKERAGE: Birch & Co. Brokerage LLC

By: Odney Joseph, licensed Designated Broker-Owner

Signature: Odney Joseph

Date: 05/18/2026

ASSOCIATE: By: _____

Associate Signature

Date: _____