



## BIRCH AND CO. BROKERAGE LLC

### CORPORATE POLICY RECEIPT AND ACKNOWLEDGEMENT

Document Reference ID: BAC-ACK-2026-V1

Please read this Statement of Understanding carefully. It confirms your explicit receipt, review, and agreement to the legal, financial, and operational frameworks established by Birch and Co. Brokerage LLC.

**1.0 INDEPENDENT CONTRACTOR STATUS AND TAX ACKNOWLEDGEMENT** I explicitly acknowledge that I am associated with Birch and Co. Brokerage LLC as a Statutory Independent Contractor under Internal Revenue Service guidelines and Chapter 475 of the Florida Statutes. I confirm that:

- I operate as a self-employed business entity and retain absolute autonomy over my schedules, marketing, and business generation strategies.
- I am entirely responsible for my own professional expenses, including automobile costs, personal branding, local board dues, National Association of REALTORS fees, and mandatory continuing education credits.
- The Brokerage will not withhold any local, state, or federal taxes from my compensation, and I will receive an IRS Form 1099-NEC annually reflecting my gross commission earnings.

### **2.0 COMPLIANCE PIPELINES AND ADMINISTRATIVE FEES**

I understand that administrative speed and accuracy protect the brokerage network and maintain our error and omissions insurance coverage. I agree to the following timelines:

- **The 48-Hour Execution Protocol:** I will upload all listing agreements, purchase contracts, addenda, and disclosures into the central transaction platform within forty-eight hours of securing a client signature.
- **Pre-Closing Review & Optional TC Tracking:** I will submit complete transaction files for broker compliance audit three to five business days before the scheduled closing date to clear file deficiencies and request a Commission Disbursement Authorization (CDA). I understand that I have the flexibility to run my deals via **Self-Service Mode** (managing my own paperwork at no extra cost) or scale up my business on a deal-by-deal basis by opting into **Dedicated TC Services**. If I enable TC Services, I explicitly authorize the firm to deduct the TC fee showing on the dashboard directly from my earned commission split block at closing. I acknowledge that missing the mandatory

review window or document timelines under either mode remains subject to the firm's Progressive Disciplinary Structure (\$150 / \$500 / \$1,500).

### 3.0 ZERO-ESCROW MANDATE AND FUND HANDLING

I understand that proper handling of consumer funds is a critical fiduciary area. I agree to adhere to the strict financial guardrails of the firm:

- Birch and Co. Brokerage LLC operates under a strict zero-escrow mandate and does not maintain a corporate consumer escrow account.
- I will never accept, hold, or physically transport consumer earnest money binders, check instruments, option checks, or cash payments.
- I will instruct all buyer clients to make check instruments or wire transfers payable directly to the neutral, outside title company or closing attorney named in the contract. I am strictly prohibited from accepting physical cash or letting a check made out to the brokerage pass through my hands.

### 4.0 BRAND ARCHITECTURE AND RESTRICTED PRACTICES

I agree to represent the luxury boutique identity of Birch and Co. Brokerage LLC with absolute legal and visual integrity. I agree to the following categorical bans:

- Property Management Ban: I am strictly prohibited from performing any property management duties for others under the brokerage banner, including rent collection, arranging repairs, or managing tenant security deposits.
- Wholesaling Restriction: I am prohibited from executing assignable off-market contracts as a principal entity while affiliated with the firm.
- LLC Listing Restrictions: I am banned from acting as the direct listing agent for any real property owned by an LLC or corporate business entity in which I hold an ownership share or managing membership.
- Advertising and Digital Compliance: All electronic advertisements and social media business profiles must conspicuously display the full licensed name of the firm: Birch and Co. Brokerage LLC. I will utilize only approved visual marketing templates and will include the mandatory ironclad anti-wire fraud warning block on all written communication pipelines.

5.0 REVENUE MATRIX AND LEAD ORIGIN ROUTING I understand that my transaction calculations, software access privileges, and commission split structures are directly governed by my chosen software deployment tier and the origin node of each lead.

- Company Lead Transactions: I acknowledge that when a transaction file originates from the Proactive Pricing Engine or an internal capture channel, a 40 percent Company Lead Split is programmatically locked and retained by Birch and Co. Brokerage LLC for sourcing, capturing, and routing the asset node.
- Team and Tier Deductions: For Solo, Canopy, and Enterprise Tiers, this 40 percent split is extracted alongside standard tier transaction fees and the deferred Annual Base Fee.

For Independence Solo and Independence Team tiers, this 40 percent split is appended as a separate, distinct referral line item processed alongside standard tier deductions until the annual corporate cap threshold is satisfied.

- Non-Company Lead Transactions: For self-sourced, organic transactions, zero company commission split is applied, and calculations revert to standard individual tier transaction fees or percentage splits.

#### AGENT ACKNOWLEDGEMENT AND SIGNATURE

By signing below, I certify that I have received, read, and thoroughly understand both the Birch and Co. Brokerage Policy Manual Roadmap and my Independent Contractor Agreement. I agree to abide strictly by all operational guardrails, financial architectures, and progressive compliance systems outlined by the firm. I understand that the brokerage reserves the unilateral right to amend these independent contractor terms and policy manuals at any moment to align with evolving state law updates or infrastructure scaling needs.

Associate Signature: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_