BROKER OF RECORD MASTER SERVICE AGREEMENT

Loom Realty | CA DRE #02017652 | Version 6.1

Parties and Effective Date

This Master Service Agreement ("Agreement") is entered into as of _______________ (the "Effective Date") by and between Loom Realty, a California real estate brokerage (CA DRE #02017652), acting by and through its designated broker Kayla Bramante (collectively, "Broker"), and the entity identified in the Client Information section below ("Client"). Broker and Client are each a "Party" and collectively the "Parties."

1. Purpose

This Agreement establishes a Broker of Record ("BOR") relationship in which Broker provides licensed supervision and California Department of Real Estate ("DRE") compliance oversight for Client, a California real estate operating business. This structure allows Client to conduct licensed activity under Broker's license while Client retains full independence over its business operations. This Agreement, together with its Exhibits and any Addenda, governs all services provided by Broker to Client and supersedes any prior discussions, proposals, or agreements on this subject.

2. Client Information

Client shall complete the following in full prior to activation. All information must be accurate, current, and supported by documentation reasonably requested by Broker.

Field	Client Response
Legal Entity Name	
Entity Type (Corporation, LLC, LP, Sole Prop.)	
State of Formation / CA Registration Status	
CA Secretary of State Number	
Federal Employer ID Number (EIN)	
Physical Business Address (no P.O. Boxes)	
Mailing Address (if different)	
Primary Contact Name	
Title / Role	
Phone	
Email	
Service Tier Selected (see Exhibit A)	
Number of Properties Managed	
Total Doors / Units Under Management	

Field	Client Response
Annual Property Management Gross Revenue	
Projected Annual Broker of Record Revenue	
Trust Fund(s) Currently Held or Anticipated? (Yes / No)	
Trust Account Bank and Account Type	
Prior or Pending DRE Complaints, Investigations, or Litigation	
Affiliated Salespersons / Licensees	
Additional Ownership (greater than 10%)	

3. Definitions

"Applicable Law" means all federal, state, and local laws, rules, regulations, ordinances, and orders applicable to the Parties or the Services, including without limitation the California Business and Professions Code, the California Civil Code, the DRE Regulations (Title 10, Chapter 6 of the California Code of Regulations), fair housing laws, and consumer protection laws.

"Activity-Based Fees" means the transaction-, account-, or event-triggered fees set out in the Fee Schedule.

"Base Service Fee" means the recurring monthly fee for the Service Tier selected by Client, as set out in the Fee Schedule.

"Client Portal" means the secure Loom Realty client portal made available to Client for documents, notices, reporting, and records.

"Confidential Information" means any non-public information disclosed by one Party to the other that is designated as confidential or that a reasonable person would understand to be confidential, including client lists, pricing, trust account details, financial information, business methods, and personnel records.

"DRE" means the California Department of Real Estate.

"Fee Schedule" means the Loom Realty Fee Schedule attached as Exhibit A, as amended from time to time in accordance with Section 16.2.

"Licensee(s)" means each natural person holding an active California DRE salesperson or broker license who is affiliated with Broker through Client.

"Services" means the Broker of Record services described in Section 5 and Exhibit D.

"Trust Funds" means all funds received by Client or Licensees in connection with real estate transactions or property management activities that are required by Applicable Law to be held in a neutral depository.

4. Independent Contractor Relationship

Client operates as a fully independent business entity. Nothing in this Agreement shall be construed to create any employer-employee relationship, partnership, joint venture, agency, or franchise between the Parties. Each Party shall be responsible for its own employees, contractors, taxes, benefits, insurance, and business obligations.

4.1 Broker Role

Broker's role is limited to: (a) regulatory supervision required of a designated broker under Applicable Law; (b) compliance oversight of licensed activity conducted under Broker's license; and (c) DRE-required broker responsibilities, including those relating to Trust Funds set out in the Trust Fund Addendum.

4.2 Client Responsibility

Client is solely responsible for:

- Payroll, taxes, benefits, and workers' compensation for its personnel;
- Hiring, firing, training, and day-to-day management of all personnel;
- Business operations, strategy, marketing, and commercial decisions;
- All contractual relationships with owners, tenants, vendors, and third parties; and
- Compliance with all Applicable Law other than the broker-supervision duties Broker expressly assumes under this Agreement.

5. Scope of Broker of Record Services

Broker agrees to provide the Services described in Exhibit D for the Service Tier selected by Client, including:

- Licensed broker supervision under the DRE;
- Compliance oversight for licensed activity conducted under Broker's license;
- Trust fund supervision and reconciliation review in accordance with the Trust Fund Addendum;
- File, documentation, and recordkeeping standards review;
- Advertising and marketing review for DRE compliance;
- Guidance in the event of a DRE inquiry, complaint, audit, or investigation, on the terms set out in the Compliance and Audit Support Addendum (Exhibit F); and
- Filing of required DRE forms relating to the affiliation of Licensees with Broker.

5.1 Limitation of Broker Supervision

Broker's supervisory role is limited to the statutory and regulatory obligations of a designated broker under the DRE. Broker does not supervise, control, direct, or participate in day-to-day property management decisions; leasing negotiations or tenant relations; financial disbursements, accounting, or bookkeeping; vendor selection, contracting, or maintenance decisions; employment decisions or personnel matters; or any activity outside the scope of licensed real estate activity. Client acknowledges that Broker's supervision is compliance-based and is not operational oversight.

5.2 Licensee Affiliation and Conduct

Client shall ensure that every Licensee engaged in activity requiring a DRE license holds and maintains an active California DRE license in good standing; is properly affiliated with Broker through all required DRE filings before commencing licensed activity; completes all continuing education and renewal obligations; complies with Applicable Law and with any written compliance policies of Broker; and conducts licensed activity only under Broker's license and brand identifiers in the manner required by the DRE. Client shall notify Broker immediately upon learning of any termination, suspension, or material change in the license status of any Licensee.

5.3 Advertising Compliance

All advertising, marketing materials, websites, social media, signage, and public representations produced by or on behalf of Client that reference real estate services shall clearly display Broker identification as required by California law, including Broker's name and DRE license number in the size and location required by the DRE; be submitted to Broker for compliance review upon Broker's reasonable request; and be promptly corrected, modified, or withdrawn at Broker's reasonable direction if non-compliant. Client assumes full liability for any advertising published without Broker review or that fails to comply with Applicable Law.

6. Background Checks and Fingerprinting

Prior to granting any Licensee or employee access to Trust Funds, transaction files, or any system through which licensed activity is conducted, Client shall cause each such person to undergo a Live Scan fingerprint submission to the DRE as required for licensure; a current criminal background check consistent with applicable state and federal law; and an attestation confirming no disqualifying disciplinary history with any licensing authority. Client shall maintain documentation sufficient to demonstrate compliance and provide it to Broker within five (5) business days of a written request.

7. Insurance Requirements (Mandatory Prior to Activation)

Client shall procure and maintain, at its sole cost, the following coverage with carriers rated A- or better by AM Best, with policies that are primary and non-contributory:

Coverage Type	Minimum Limits
Errors & Omissions (E&O) — Real Estate / Property Management	$1,000,000 per claim / $2,000,000 aggregate
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate
Workers' Compensation	Statutory limits (California); Employer's Liability $1,000,000
Cyber Liability (if Client handles tenant or owner PII)	$1,000,000 per claim
Fidelity / Crime Bond (if Client handles Trust Funds)	$100,000 minimum, or the amount required under Section 4 of the Trust Fund Addendum, whichever is greater

7.1 Additional Requirements

- Policies must cover Client's operations and the Broker of Record structure contemplated by this Agreement;
- Loom Realty and Kayla Bramante must be named as Additional Insureds on the Commercial General Liability policy by formal endorsement, and identified as certificate holder;
- Policies must include a waiver of subrogation in favor of Broker where permitted by law;
- Certificates of Insurance must be delivered to Broker and uploaded to the Client Portal prior to activation and at each renewal, and in no event less often than annually;
- Client shall provide at least thirty (30) days' prior written notice of cancellation, non-renewal, or material change in coverage; and
- Client shall deliver an insurance quote package to Broker's designated insurance contact prior to activation.

Failure to procure or maintain compliant insurance is a material breach and grounds for immediate suspension or termination under Section 15.

7.2 Individual Licensee Insurance

Each Licensee affiliated with Broker through Client must be covered for errors and omissions arising from licensed activity, by one of the following, selected by Client and confirmed in writing:

- Option A — Covered Under Client's Policy: the Licensee is scheduled as a covered insured under Client's E&O policy; or
- Option B — Individual Policy: the Licensee maintains an individual E&O policy of not less than $1,000,000 per claim / $1,000,000 aggregate.

Client shall deliver evidence of the selected option for each Licensee before that Licensee commences licensed activity.

8. Trust Funds

8.1 Trust Fund Addendum Required

If Client receives, holds, or disburses Trust Funds at any time during the Term, the Loom Realty Trust Fund Addendum (Exhibit E) is mandatory, is incorporated into this Agreement by this reference, and must be executed before any Trust Funds are received. Client shall notify Broker in writing at least ten (10) business days before first receiving Trust Funds if the Trust Fund Addendum is not already in effect.

8.2 Client Operational Responsibility

Client retains operational responsibility for the receipt, handling, segregation, and disbursement of all Trust Funds; the setup, reconciliation, and recordkeeping for all trust accounts in accordance with DRE regulations; the prompt delivery of owner statements, security deposit accountings, and tenant refunds as required by law; and ensuring that no Trust Funds are commingled with Client's operating funds or used for any purpose other than as permitted by Applicable Law.

8.3 Statutory Broker Responsibility Not Waived

The Parties acknowledge that under California Business and Professions Code Section 10145 and Title 10, California Code of Regulations Sections 2831 through 2834, the designated broker bears independent statutory responsibility for the handling and supervision of Trust Funds, and that responsibility cannot be delegated to Client by contract. Nothing in Section 8.2 limits Broker's statutory duties or Broker's rights under the Trust Fund Addendum, including its signatory, reporting, review, and suspension provisions.

8.4 Audit Rights

Broker reserves the right, at Broker's discretion and at any reasonable time during the Term and for one (1) year after termination, to request transaction files, trust account statements, and reconciliations; inspect compliance procedures, policies, and training records; interview Licensees regarding compliance matters; and engage a third-party auditor (at Broker's expense unless non-compliance is found) to conduct a compliance audit. Client shall cooperate fully and produce requested documentation within five (5) business days of a written request. Failure to comply constitutes a material breach.

9. Records, Data Protection, and Privacy

Client shall maintain all records required by Applicable Law (including DRE Regulations Sections 2729 and 2831) for the greater of (a) three (3) years following the transaction or (b) the period required by Applicable Law. Client shall implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of tenant, owner, and Licensee personal information, and shall comply with the California Consumer Privacy Act and any successor laws. Client shall notify Broker in writing within twenty-four (24) hours of discovering any actual or reasonably suspected data breach involving records created under Broker's license.

10. Representations and Warranties

10.1 Mutual

Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of formation; (b) it has full power and authority to enter into and perform this Agreement; and (c) its execution and performance of this Agreement does not conflict with any other agreement or Applicable Law to which it is subject.

10.2 Client

Client further represents and warrants that: (a) the information provided in the Client Information section is true, accurate, and complete in all material respects; (b) Client and its Licensees will comply with all Applicable Law; (c) Client carries or will carry the insurance required in Section 7 before commencing any activity under Broker's license; and (d) Client has disclosed any prior, pending, or threatened DRE complaints, investigations, or litigation.

10.3 Broker

Broker represents and warrants that: (a) Broker holds an active, unrestricted California real estate broker license (DRE #02017652); and (b) Broker will perform the Services with the degree of skill and care customarily exercised by designated brokers providing similar services in California.

11. Indemnification and Limitation of Liability

11.1 Client Indemnification

Client shall defend, indemnify, and hold harmless Broker, Kayla Bramante, and their respective officers, employees, agents, successors, and assigns from and against any and all third-party claims, demands, actions, suits, proceedings, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Client's operations or licensed activity; disputes with tenants, owners, vendors, or other third parties; Trust Fund handling, disbursement, or recordkeeping; acts, omissions, or misconduct of Client's employees, contractors, or Licensees; breach of any representation, warranty, or covenant in this Agreement; or any violation of Applicable Law by Client or its personnel.

11.2 Broker Indemnification

Broker shall defend, indemnify, and hold harmless Client from and against any third-party claims to the extent arising out of Broker's gross negligence, willful misconduct, or material breach of Broker's express obligations under this Agreement.

11.3 Limitation of Liability

EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS, (B) CLIENT'S PAYMENT OBLIGATIONS, (C) BREACHES OF CONFIDENTIALITY, OR (D) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL BROKER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CLIENT TO BROKER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOST PROFITS.

12. Confidentiality

Each Party agrees to (a) use Confidential Information of the other Party solely to perform this Agreement; (b) protect Confidential Information with at least the same degree of care it uses for its own confidential information of like kind, and no less than a reasonable degree of care; and (c) not disclose Confidential Information to any third party except to employees, contractors, insurers, auditors, or professional advisors who have a need to know and are bound by confidentiality obligations no less protective than this Section. These obligations survive termination for three (3) years, except that trade secrets are protected for so long as they qualify as trade secrets. This Section does not prohibit disclosures required by law, court order, or regulatory request, provided the disclosing Party gives prompt written notice where legally permitted.

13. Non-Solicitation

During the Term and for twelve (12) months thereafter, Client shall not, directly or indirectly, solicit for employment or engagement, or induce to terminate a relationship with Broker, any (a) Licensee then affiliated with Broker through an arrangement other than this Agreement, (b) employee of Broker, or (c) other Broker of Record client of Broker. General advertising not specifically targeted at such persons, and hiring of respondents thereto, does not breach this Section.

14. Client Ownership of Book of Business

Client owns its book of business, including its management agreements, owner and tenant relationships, leases, listings, and client records. Broker claims no ownership interest in Client's book of business by reason of acting as Broker of Record. Upon termination, and subject to Client's payment of amounts owed and to Broker's recordkeeping obligations under Applicable Law, Client retains its book of business and Broker shall reasonably cooperate in its transition to a successor broker. Broker may retain copies of compliance and supervision records as required by Applicable Law.

15. Term, Suspension, and Termination

15.1 Term

The initial term of this Agreement is three (3) months from the Effective Date (the "Initial Term"). Thereafter, this Agreement continues on a month-to-month basis until terminated in accordance with this Section (the Initial Term together with any renewal period, the "Term").

15.2 Termination for Convenience

After the Initial Term, either Party may terminate this Agreement for any or no reason upon thirty (30) days' prior written notice. Client's separate right to terminate in response to a Fee Schedule amendment is governed by Section 16.2(f) and is not limited by the Initial Term.

15.3 Termination for Cause

Either Party may terminate immediately upon written notice if the other Party commits a material breach that remains uncured ten (10) days after written notice; becomes insolvent, files for bankruptcy, or has a receiver appointed; loses any license, authorization, or insurance required for performance; or engages in fraud, gross negligence, or willful misconduct.

15.4 Immediate Suspension by Broker

Broker may immediately suspend Services, without notice, if Client's required insurance lapses, is reduced, or is cancelled; Trust Fund violations are reasonably suspected; Client fails to deliver a required trust account reconciliation within the period specified in the Trust Fund Addendum; unlicensed activity is identified or reasonably suspected; Client refuses or fails to comply with a written compliance request; or Broker reasonably determines that continuing the Services would expose Broker to regulatory risk. During any suspension, Client shall cease all licensed real estate activity conducted under Broker's license.

15.5 Effect of Termination

Upon termination for any reason: Broker shall file a DRE dissociation for each affected Licensee promptly following the effective date; Client shall cease all licensed activity under Broker's license until a successor broker is appointed and DRE filings are complete; Client shall pay all fees and expenses accrued through the effective date, including Activity-Based Fees incurred but not yet invoiced; each Party shall return or destroy the other Party's Confidential Information, subject to legal retention obligations; Broker shall reasonably cooperate with Client's transition to a successor broker; and Sections 8.4, 9, 10, 11, 12, 13, 14, 15.5, 16, 17, 18, and 20 survive.

16. Fees and Payment

16.1 Fee Schedule Incorporated by Reference

All fees payable under this Agreement are set out in the Loom Realty Fee Schedule attached as Exhibit A and incorporated by this reference, as amended from time to time in accordance with Section 16.2. The version of the Fee Schedule in effect on the Effective Date is attached to this Agreement. The current version is maintained in the Client Portal at all times, together with every prior version and every change notice issued under Section 16.2.

16.2 Amendment of the Fee Schedule

Broker may amend the Fee Schedule upon sixty (60) days' prior written notice to Client, subject to each of the following conditions:

- (a) Form of notice. Notice must be delivered by email to Client's primary contact and simultaneously posted to the Client Portal. The notice must identify each affected fee, the current amount, the new amount, the effective date, and Client's rights under subsection (f).
- (b) Frequency. Base Service Fees may not be amended more than once in any six (6) month period, and may not be amended so as to take effect during the Initial Term.
- (c) Activity-Based Fees. Activity-Based Fees may be added, removed, or adjusted on the same sixty (60) days' notice, subject to subsections (a), (d), (e), and (f).
- (d) No retroactive application. An amended fee applies only to service periods beginning on or after its effective date, and only to leases fully executed, sales transactions closed, and trust account oversight months occurring on or after that date. No amendment applies to activity already completed.
- (e) Uniform application. Amendments must be applied uniformly to all clients within the same Service Tier and in materially similar circumstances. Broker shall not amend the Fee Schedule as to an individual client in isolation, or in response to a client having asserted a right under this Agreement.
- (f) Client's right to reject. Client may reject any amendment by giving Broker written notice of termination at any time before the amendment's effective date. Termination under this subsection takes effect on the amendment's effective date or such earlier date as Client specifies, is available regardless of whether the Initial Term has expired, carries no early-termination charge or penalty, and entitles Client to a pro-rata refund of any prepaid Base Service Fee for periods after the termination date. Section 15.5 governs the effect of that termination.
- (g) Acceptance. If Client does not terminate under subsection (f) and continues to receive Services on or after the effective date, the amended Fee Schedule applies from that date.

- (h) Pass-through costs excluded. DRE filing fees, Live Scan fees, banking fees, and independent third-party costs are passed through at actual cost, are not part of the Fee Schedule, and changes in those amounts are not amendments requiring notice under this Section.
- (i) Relationship to Section 20.2. An amendment made in accordance with this Section 16.2 is effective without a signed writing, notwithstanding Section 20.2.

16.3 Billing and Payment

- Base Service Fees are billed in advance on the first (1st) business day of each month, or on the monthly anniversary of the date the first payment was received, via ACH or credit card on file;
- Onboarding fees are billed upon execution and are non-refundable;
- Activity-Based Fees are billed in arrears in the month following the month in which the triggering event occurred, itemized on the invoice;
- All fees are exclusive of applicable taxes, which are the responsibility of Client;
- Invoices not paid within ten (10) days of the due date accrue a late fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower; and
- Returned or dishonored payments incur a $35 NSF fee per occurrence.

16.4 Authorization to Charge

Client authorizes Broker to charge the ACH account or payment card provided on Exhibit B for all fees and expenses payable under this Agreement until such authorization is revoked in writing. Client shall keep payment information current throughout the Term.

16.5 Invoices and Records

Broker shall make each invoice available in the Client Portal. Client shall notify Broker in writing of any disputed charge within thirty (30) days of the invoice date; charges not disputed within that period are deemed accepted.

17. Notices

All notices required under this Agreement shall be in writing and delivered to the addresses provided in the Client Information and Signatures sections. Notices are deemed delivered: (a) upon hand delivery; (b) three (3) business days after deposit with a nationally recognized overnight courier; (c) upon transmission by email with confirmation of receipt (not an automated reply); or (d) upon posting to the Client Portal together with email notification to Client's primary contact. Client is responsible for maintaining current contact information in the Client Portal.

18. Governing Law; Venue; Dispute Resolution

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state courts located in Los Angeles County, California (or, if federal jurisdiction is required, the United States District Court for the Central District of California). Before filing suit, the Parties shall attempt in good faith to resolve any dispute through informal negotiation and, if unresolved, through mediation administered by JAMS or another mutually acceptable mediator in Los Angeles County, with mediation costs split equally. This does not preclude either Party from seeking injunctive relief. The prevailing Party in any action to enforce or interpret this Agreement is entitled to recover reasonable attorneys' fees, court costs, and expenses. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. Force Majeure

Neither Party shall be liable for any delay or failure to perform (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, earthquake, pandemic, war, terrorism, civil unrest, governmental action, labor disturbances, or failures of utilities or telecommunications. The affected Party shall provide prompt notice and use reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate upon written notice.

20. General Provisions

20.1 Entire Agreement

This Agreement, together with its Exhibits and any executed Addenda, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous discussions, proposals, and agreements, whether written or oral, including any pricing published on Broker's website. In the event of a conflict between this Agreement and the Fee Schedule as to the amount of a fee, the Fee Schedule then in effect controls.

20.2 Amendments

Except as expressly provided in Section 16.2 (Amendment of the Fee Schedule), no amendment or modification is effective unless in writing and signed by authorized representatives of both Parties.

20.3 Assignment

Client may not assign, delegate, or transfer this Agreement or any rights or obligations under it (including by operation of law, merger, or change of control) without Broker's prior written consent. Broker may assign this Agreement to a successor entity or affiliate without consent upon written notice. Any attempted assignment in violation of this Section is void.

20.4 Severability

If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent.

20.5 Waiver

No waiver of any term or breach is effective unless in writing signed by the waiving Party, and no waiver is a continuing waiver or a waiver of any other term or breach.

20.6 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic signatures (including DocuSign, Adobe Sign, PDF scans, and emailed copies) have the same legal effect as original manual signatures.

20.7 Independent Counsel

Each Party acknowledges that it has had the opportunity to consult independent legal counsel regarding this Agreement and enters into it freely and voluntarily. This Agreement shall not be construed against the drafter.

20.8 Insurance Advisor

Any reference by Broker to an insurance producer is for Client's convenience. Client may select any licensed insurance producer provided the required coverage is obtained. Broker is not an insurance broker or advisor and makes no representations regarding insurance coverage.

Signatures

By signing below, each Party acknowledges that it has read, understood, and agrees to be bound by this Agreement, including its Exhibits and any executed Addenda.

CLIENT	BROKER
Entity: ______________________________	Entity: Loom Realty
Printed Name: ________________________	Printed Name: Kayla Bramante
Title: _______________________________	Title: Broker (CA DRE #02017652)
Signature: ___________________________	Signature: ___________________________
Date: ________________________________	Date: ________________________________
Email: _______________________________	Email: kayla@loomrealty.com

Exhibit A — Fee Schedule

The Loom Realty Fee Schedule in effect on the Effective Date is attached to and forms part of this Agreement, and is incorporated by reference under Section 16.1. The Fee Schedule may be amended only in accordance with Section 16.2. The current version and all prior versions and change notices are maintained in the Client Portal.

Fee Schedule version attached: ________________________ Effective: ________________________

Exhibit B — Payment Authorization

Client authorizes Broker to initiate ACH debits or credit card charges against the account below for all fees due under this Agreement.

Field	Client Response
Payment Method (ACH or Credit Card)	
Bank / Card Name	
Account / Card Number (last 4)	
Routing Number (ACH only)	
Billing Address	
Authorized Signer Name	
Authorized Signer Signature	
Date	

This authorization remains in effect until revoked by Client in writing with at least ten (10) business days' notice.

Exhibit C — Insurance Certification Checklist

Client shall deliver a Certificate of Insurance reflecting the following within seven (7) days of execution and at each renewal:

- Errors & Omissions with minimum limits of $1,000,000 per claim / $2,000,000 aggregate;
- Commercial General Liability with minimum limits of $1,000,000 / $2,000,000;
- Workers' Compensation at statutory limits (if Client has employees), or an executed Workers' Compensation Waiver Addendum;
- Cyber Liability of $1,000,000 per claim if Client handles tenant or owner personal information;
- Fidelity / Crime Bond meeting Section 4 of the Trust Fund Addendum if Client handles Trust Funds;
- Loom Realty and Kayla Bramante named as Additional Insureds by endorsement, and named as certificate holder;
- Waiver of subrogation in favor of Broker where permitted;
- Primary and non-contributory wording;
- Thirty (30) days' prior written notice of cancellation or material change; and

- Carrier AM Best rating of A- or better.

Exhibit D — Detailed Scope of Services

Broker will provide the following during the Term, according to the Service Tier selected:

- Review and filing of all DRE affiliation, transfer, and dissociation forms for Licensees;
- Monthly compliance check-in recorded in the Client Portal;
- Quarterly compliance review call (virtual, 30 minutes) with Client's primary contact;
- Review of up to ten (10) advertising or marketing pieces per calendar quarter, with additional pieces billed per the Fee Schedule;
- Monthly review of trust account reconciliations delivered under the Trust Fund Addendum, where applicable;
- Supervision and recordkeeping for fully executed leases and closed sales transactions, where applicable to the Service Tier;
- Response to DRE inquiries and compliance questions relating to Client activity within two (2) business days of receipt;
- Intake, assessment, and initial guidance on a DRE inquiry, audit, complaint, or investigation, up to a cumulative two (2) hours per matter. Support beyond that allowance is provided under the Compliance and Audit Support Addendum (Exhibit F) at the hourly rate stated in the Fee Schedule;
- Issuance of a compliance policy manual and periodic updates through the Client Portal; and
- Maintenance of records of licensed activity supervision as required by Applicable Law.

Services not listed above — including transaction-based brokerage, escrow or escrow compliance services, business brokerage or M&A brokerage support, and generic residential agent recruiting — are outside the scope of this Agreement and may be provided only upon mutual written agreement. Extraordinary regulatory work, including DRE audits, complaints, investigations, enforcement actions, subpoenas, records demands, expert testimony, and full operational or compliance audits, is governed by the Compliance and Audit Support Addendum (Exhibit F) and is billed hourly at the rate stated in the Fee Schedule.

Exhibit E — Trust Fund Addendum

If Client receives, holds, or disburses Trust Funds at any time, the Loom Realty Trust Fund Addendum is mandatory, must be executed before Trust Funds are received, and is incorporated into this Agreement by reference under Section 8.1. The executed Addendum is maintained in the Client Portal.

Trust Fund Addendum executed: ☐ Yes, dated _______________ ☐ Not applicable — Client does not handle Trust Funds

If Client's circumstances change such that Client will receive Trust Funds, Client must notify Broker and execute the Trust Fund Addendum before doing so.

Exhibit F — Compliance and Audit Support Addendum

The Loom Realty Compliance and Audit Support Addendum is incorporated into this Agreement by this reference and is executed at onboarding. It governs how Broker handles, and how Client is billed for, extraordinary regulatory work — DRE audits, examinations, complaints, inquiries, investigations, enforcement actions, subpoenas, records demands, and remediation projects — that falls outside routine supervision covered by the Base Service Fee.

In summary: intake and initial guidance of up to two (2) hours per matter is included at no additional charge; beyond that allowance, time is billed hourly at the rate stated in the Fee Schedule, in 0.25-hour increments, with written notice and an estimate before charges begin and Client approval required above ten (10) hours per matter. Broker's independent obligation to respond to the DRE is not contingent on Client's approval or on the status of Client's account. No fee is chargeable to the extent a matter arises from Broker's own gross negligence or willful misconduct. The Addendum survives termination, because DRE matters frequently surface after a broker of record relationship has ended.

Compliance and Audit Support Addendum executed: ☐ Yes, dated _______________

Loom Realty — Broker of Record Master Service Agreement, Version 6.1 · CA DRE #02017652 · 26565 Agoura Road, Suite 200, Calabasas, CA 91302 · (310) 906-5459 · loomrealty.com