

SALESPERSON AGREEMENT

AGREEMENT, made as of **August 15th, 2018** ("the Effective Date") between [REDACTED] PARTNERS, LLC, with an address at **355 Lexington Avenue New York, NY 10017** ("Vicus"); and [REDACTED] ("Salesperson").

WHEREAS, Vicus is a licensed broker in the State of New York;

WHEREAS, Salesperson is (or will be) a licensed Salesperson or associate broker in the State of New York;

WHEREAS, Vicus desires to retain Salesperson and Salesperson wishes to be retained by Vicus;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, IT IS AGREED AS FOLLOWS:

1. Independent Contractor Status

1.1 Salesperson shall work for Vicus as an independent contractor, and not as an employee, partner or joint venturer. Salesperson understands that Vicus is legally accountable for the activities of the Salesperson. Salesperson shall have no authority to bind Vicus by any promise or representation, including those related to expenses.

1.2 Salesperson understands and agrees that, because Salesperson is an independent contractor and not an employee of Vicus, Vicus will not withhold any Federal, State or City income tax, Social Security (FICA), disability or Unemployment taxes from Salesperson's commissions paid. Salesperson is personally responsible for paying any and all Federal, State and City income, Social Security, Disability and Unemployment taxes, and for maintaining all expense records as required by law. Salesperson shall indemnify and hold Vicus harmless from any liability or costs in connection with all of the foregoing. Salesperson further understands and acknowledges that Vicus provides no Workman's Compensation coverage. Salesperson hereby specifically waives such coverage and represents to Vicus that he/she understands that, if Salesperson desires such coverage, Salesperson must personally obtain such coverage directly from the State of New York or an insurance carrier of Salesperson's choice, at Salesperson's sole expense.

2. License and Salesperson Status

2.1

(a) Salesperson is and shall remain licensed and in good standing with the New York Department of State, throughout the term hereof, and shall take such continuing education classes as are required in connection therewith. If not currently a member of the Real Estate Board of New York ("REBNY"), Salesperson will, immediately become a member. Salesperson will adhere to the REBNY Code of Ethics and By-Laws. Salesperson will always conduct him/herself in full compliance with Code of Ethics and the Rules and Regulations of the New York Real Estate Commission and in a way which reflects the high standards of Vicus. Vicus shall pay the REBNY dues for Salesperson provided Salesperson is employed by Vicus when the dues are due.

(b) Salesperson shall faithfully observe and comply with the real estate laws, rules and regulations of the State of New York, including but not limited to all license law and with the written policies, rules, regulations and office procedures of Vicus.