



## **MyListing.com Company Policy and Procedures**

### **INTRODUCTION**

This is your sales associate handbook. It was prepared for you to help you better understand what you can generally expect from MyListing.com Head Office or a Licensee. The information in this handbook is important to all of our sales associates. Read the manual and keep it in a convenient place. You will want to refer to your handbook when you have questions about company policies. Naturally, you won't find answers to all your questions in the handbook. It is neither a law book nor a catalog of personnel policies. In preparing this handbook, we have not tried to give you the minute details of each policy. Instead, we have attempted to present a summary of some of the more important policies. No written statement, no matter how complete, can be a substitute for direct daily contact with your immediate Licensee. Throughout your handbook, you will be urged to check with your Licensee or Head Office for complete information on sales associate policies and benefits. This advice is continually repeated because its importance can't be overemphasized. If your Licensee or Head Office doesn't have an immediate response to your question, he or she will get the information you seek and pass it along to you promptly. Circumstances will obviously require that the policies, practices and benefits described in the handbook change from time to time. The company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook as it deems appropriate from time to time in its sole and absolute discretion. The company will attempt to provide you with notification of any other changes as they occur.

### **POSITION PRE-REQUISITES OF A SALES REPRESENTATIVE**

All representatives are required to have the following:

- (1) A home computer or laptop with connection to the internet
- (2) A valid drivers license and operating vehicle
- (3) Access to a digital camera, or cell phone camera
- (4) Access to a small sledge hammer (for sign install)
- (5) A designated phone line, number, cell phone or paging system with message capabilities

### **APPEARANCE AND COURTESY**

Neatness and good taste in dress (business attire i.e.: collared shirts), care in personal cleanliness (i.e.: no visible tattoos, or facial piercing) interest in your work, and a willing, cooperative attitude toward associates, customers and visitors are recognized and appreciated business assets. No matter what your position might be, it's important to remember that good manners give a good impression. Being pleasant and courteous to customers, visitors, and your coworkers is an important part of your job.

### **ADVANCING WITH THE COMPANY**

**Performance Quota & Evaluations** - Periodic evaluations may be made to determine your individual progress, training needs, and potential pay increases. Pay increases are not automatic and depend on factors such as the sales associate's demonstrated job proficiency and the

company or licensee's ability to pay. Periodic evaluations may be made to determine if you have met the understood quota of a "MUST" (3) listings a month. If you have not met these terms you will have a (1) month grace period and if there has been no production for the 30 days your employment position will be evaluated and may be terminated, at the discretion of the area Licensee or Head Office.

**Positions Available** – The company may always be recruiting sales associates as there can never be too many, although the company has set in place a per population, per capita provision per representative hired. This will be beneficial to you as a rep because there will be a limited amount of working representatives for your area.

This is as follows:

Each rep will have at least 15,000 people to serve in each given area. If for some reason your quota has not been met per month a performance evaluation will be issued. If at such time your (1) month grace period has passed with no new performance your position will be replaced at the licensee's or head office's discretion.

**Promotions** - The chance to advance is important to each of us. By promoting from within our organization, when present sales associates are qualified and as justified by our company needs and growth, the company offers as many opportunities for advancement as possible. (i.e.: sales incentive programs, possibilities to become a licensee of their own)

## **HISTORY OF COMPANY**

MyListing.com Holdings Inc. is a commission free "For Sale by Owner company that provides homeowners with all the necessary tools and exposure across Canada to sell their homes without paying realtor® commissions".

Mylisting.com is a new company offering very inexpensive marketing options like global internet exposure, 24 Hour automated talking home info lines, professional signage with posts just like a realtor supplies, feature sheets, purchase contracts and disclosure forms, slideshows, email auto notification to buyers as soon as your home is listed, posting your own open houses, directional signs, and monthly updates with your property statistics. With all these tools it's easier than ever to sell your home by owner and look professional doing so.

Most importantly the professional team at mylisting.com brings over 25 years of development and real estate experience. They also have an experienced graphic and website designer and customer service reps. All of whom are available to help you be successful whether you're buying, selling, wanting to rent or find a roommate. Mylisting.com has something to offer everybody.

The Internet has changed the way people search out real estate. You can now sit at home or within the comfort of your own office and find property that suits your individual needs.

Although buying and selling your own home may not be for everyone it's definitely now an option where you can have everything you possibly need to do the transaction yourself in one place and receive great financial rewards for doing so.

## **FOREWORD**

Our sales associate handbook is a tool to help promote a cooperative and healthy atmosphere, to spell out policies relative to conditions of employment and to provide for the administration of these policies in the interests of all concerned, in keeping with conditions in our area and industry. We are presenting this sales associate handbook because we feel that if you understand basically what is expected of you, and what you may expect of the company, we shall have an

organization which better meets the needs of our customers. The statements as set forth in this book have not been arbitrarily established. Each of them has a sound background of common sense based on the experiences of this Company. Sales associates have suggested many and we will further welcome suggestions from you that will aid in maintaining a constructive and harmonious relationship. Our single most common goal must be to work together to meet the needs of our customers, remembering our customers are mutually our most important asset.

## **OUR INDUSTRY**

The For Sale by Owner real estate industry is one of the largest and most important industries in the North America and is closely related to every other realtor® or brokerage in the industry. The FSBO industry right now meets with almost 30% of the entire market turning this route. The FSBO Industry has grown more than 40% in the past 5 years and with the technology now a days and customers connected to the internet, home owners now have the tools and resources that realtors® have had for more than 10yrs such as MLS®. Now companies like ours are considered as the FSBO MLS®'s of the Real Estate industry. The real estate industry, in fact, is the largest buying and selling sector in the world. Everyone wants to own property and sell it to make a profit. With For Sale by Owner you now have a better chance to make more money and sell quicker than the average home listed with a Realtor®. Customers now no longer need the "Middle Man" for almost anything anymore. The internet has paved its way to a new generation of Buying & selling Real Estate in North America and surrounding areas. That way is now considered FSBO (For Sale by Owner) MyListing.com.

## **TERMS OF EMPLOYMENT**

Despite any disciplinary procedures or company rules, standards of conduct or regulations, your employment is "at will" which means "the relationship between licensee and sales associates may be terminated by either party 'unilaterally' at any time, with or without notice, for any reason, or for no reason at all". This handbook contains the entire agreement between you and the company as to the duration of employment and the circumstances under which employment may be terminated. Further, the company can demote, transfer, suspend or otherwise discipline a sales associate in its sole and absolute discretion. Nothing in this handbook, or any other personnel document, creates or is intended to create a promise or representation of continued employment, or for continued or indefinite employment at a specific position or rate of pay. Only the Presidents of the company has any authority to enter into any agreement contrary to the "Terms of Employment" stated in this policy, and such an agreement would have to be in writing and signed by the Presidents of the Company.

## **EQUAL EMPLOYMENT POLICY**

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every location. Therefore, the Company does not discriminate, and does not permit its sales associates to discriminate against other sales associates or applicants because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, veteran status, ancestry, age, physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related), genetic characteristic, or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the licensee - sales associate relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, recall and termination. If you believe that you or another sales associate has been subjected to any form of unlawful discrimination, you have a duty to promptly report the facts of the incident or incidents, names of the individuals involved, and the names of any witnesses to the matter will be immediately and thoroughly investigated, and confidentiality will be maintained to the extent possible. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination has occurred. It is the obligation

of all sales associates to cooperate fully in the investigation process. The Company considers any conduct based on unlawful discrimination to be a major offense which can result in disciplinary action for the offender, up to and including discharge. The Company will take action to deter any future discrimination. In addition, disciplinary action will be taken against any sales associate who attempts to discourage or prevent another sales associate from bringing discrimination to the attention of management. The persons involved will be advised of the determination if appropriate. The Company wants to assure all of its sales associates that measures will be undertaken to protect those who complain about discrimination from any further acts of discrimination, coercion or intimidation, and from retaliation due to their reporting an incident or participating in an investigation or proceeding concerning the alleged discrimination.

## **CONFLICT OF INTEREST**

Sales associates are required to avoid any conflict of interest during their employment by the company. Any involvement that conflicts with a sales associate's duties or responsibilities or affect the sales associate's judgment in making a decision affecting the company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, customer, supplier, or vendor of the company. Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the company. The company requires that these activities or interests do not adversely affect a sales associate's capacity to perform his or her functions or result in conflicting loyalties.

**Off Duty Conduct** – While the company does not seek to interfere with your off duty conduct, certain types of off duty conduct may interfere with the company's legitimate business interests. Sales associates are expected to conduct their personal affairs in a manner that does not adversely affect the company's integrity, reputation or credibility. Off duty conduct that adversely affects the company's legitimate business interests or a sales associate's ability to perform his or her work will not be tolerated and may result in discipline, up to and including termination.

**Personal Involvement** - Personal or romantic involvement with a competitor, customer, vendor or supplier may impair an employee's ability to exercise good judgment on behalf of the company. An employee should immediately disclose any relationship of this type to his or her licensee or Head Office if there is no Licensee appointed to you. The company will determine if any actual conflict of interest exists. If a conflict is determined to exist; the company will take whatever corrective action it deems to be appropriate.

## **OPEN DOOR POLICY**

Our company recognizes that in any sales associate group, problems, difficulties, and misunderstandings may arise. It is the desire of the company to see that every problem is handled promptly.

To this end, the company will endeavor:

1. To invite sales associates to talk frankly with their licensees or to anyone else in authority, when they have a problem of any kind, with the assurance that it will not be held against them by their licensee or anyone else in authority.
2. To provide an open door at all times for sales associates to discuss with upper management any decision they feel to be unfair. The company is most sincere in encouraging any sales associate who feels he or she has not been treated properly, or who has a problem of any kind, to make it known to management through the "open door policy".

## **RUMORS**

Rumors are always destructive to all concerned - they benefit no one. For information about the company or about things that are being done that you think will affect your job, ask your licensee or head office. Please feel free to do this—don't depend on rumors; get the facts from being a party to such actions.

## **CONFIDENTIALITY AND NON-DISCLOSURE**

The company may provide and make available to you certain information regarding our business, including without limitation: various sales and marketing information; actual and potential customer and lead names, addresses, telephone numbers, and specific characteristics; mailing labels; sales report forms; pending projects or proposals; methods of production (including quality control); business plans and projections, including new product, facility or expansion plans; pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information); estimating programs and methodology; the techniques used in, approach, or result of any market research; advertising sources; financial information about the company; customer information reports; and mailing plans and programs; whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"). This Information is of substantial value, highly confidential and is not known to the general public. It is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the company, and is being provided and disclosed to you solely for use in connection with your employment by the company. In consideration of your employment and receipt of the Information, you agree that you:

- (1) Will regard and preserve the Information as highly confidential and the trade secrets of the company;
- (2) Will not disclose, nor permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the company;
- (3) Will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the company's written consent and approval;
- (4) Will not make any use of Information for their own benefit or the benefit of any person or entity other than the company;
- (5) Will return all Information to the company immediately upon request for it.

Nothing in this policy alters the at-will nature of the employment relationship.

## **KEEP YOUR RECORD UP TO DATE**

It's important to you that your name, address and telephone number be kept correct on company records. It is sometimes necessary for your licensee, head office or someone else in the company to contact you at home. Also, you may not receive important mail from the company if your address is not on file. Therefore, it is your responsibility to report changes in your name, address, telephone number, and any other matters, which affect your tax withholding, to your licensee or the head office.

## **REQUESTS FOR PAYROLL RECORDS**

The company will provide any sales associate or former sales associate with copies of his or her payroll records (T4A) within twenty-one (21) days of his or her written request.

## **PERSONNEL RECORDS**

The company keeps a personnel file on each sales associate. The contents of a sales associate's file, except for letters of reference and certain other limited kinds of information are open for his or her inspection, upon request, at reasonable times. A sales associate may request and receive

from the company a copy of anything in his or her file that has been signed by them. Contact your local licensee or head office if you wish to review your personnel file or to make copies of documents signed by you. The company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the company. These include:

- (1) Responses to subpoenas, court orders, or orders of administrative agencies;
- (2) In a lawsuit in which you and/or the company are parties;
- (3) To administer sales associate benefit plans;
- (4) To a health care provider.

### **SALES ASSOCIATES HANDBOOK REVISIONS**

It is intended that this document shall reflect adequate understanding of your work situation. The dynamic nature of the real estate industry and of the times will undoubtedly require changes in this work situation. The company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook, as it deems appropriate from time to time in its sole and absolute discretion. The company will attempt to provide you with notification of any other changes as they occur.

### **RECEIPT AND ACKNOWLEDGEMENT FOR SALES ASSOCIATE HANDBOOK**

This is to acknowledge that I have received a copy of the MyListing.com sales associate handbook, dated, the \_\_\_\_\_20\_\_\_\_. This handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with the company. I fully understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of this handbook. I understand that except for the "Terms of Employment" provisions of this handbook, the company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook as it deems appropriate from time to time in its sole and absolute discretion. However, no amendment or modification of the "Terms of Employment" provisions of this handbook shall be effective unless made in writing and signed by the Presidents of the company. The company will attempt to provide you notification of any other changes as they occur. I understand that nothing in this handbook creates or is intended to create a promise or representation of continued employment and that employment at the company is at will. My signature below certifies that I understand that the foregoing agreement on at will status is the sole and entire agreement between the company and myself concerning the duration of employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the company.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Sales associate)

Signed: \_\_\_\_\_  
(Hiring licensee)