

KM TRANSACTION SOLUTIONS

MASTER SERVICES AGREEMENT

Real Estate Transaction Management & Administrative Support

Version 1.2 | September 13, 2026

This Master Services Agreement ("Agreement") is entered into between KM Transaction Solutions ("KM" or "Service Provider") and the undersigned real estate professional ("Client" or "Agent"). The Effective Date is the date of the last signature below.

1. Purpose and Nature of Relationship

KM provides independent administrative and ministerial real estate transaction-management support to real estate professionals. Services may include file organization, listing coordination, scheduling, deadline tracking, document tracking, communication coordination, administrative MLS support, compliance support, and related services identified in a Service Order.

KM is not retained under this Agreement to act as Client's real estate broker, salesperson, property manager, legal representative, or representative of Client's brokerage or consumer client. KM does not establish a brokerage or agency relationship with a buyer, seller, landlord, tenant, Client's brokerage, or any other party merely by providing the administrative services described in this Agreement.

Client acknowledges that KM's compensation is for administrative and ministerial services and is not a commission, referral fee, brokerage fee, or compensation for licensed brokerage representation.

2. Service Orders

This Agreement establishes the general terms governing the parties' relationship. Each property, listing, or transaction accepted by KM will be documented through a separate Service Order, intake, written quote, or other written confirmation identifying the service selected, applicable fee, payment schedule, transaction side, property, and any special terms.

Acceptance of one file does not obligate KM to accept future files. KM may decline a requested assignment before work begins.

3. Scope of Administrative Services

KM will perform only the services selected in the applicable Service Order. Depending on the selected service, KM's administrative work may include file setup and organization; document completeness checks; deadline and milestone tracking; administrative listing and MLS input or authorized changes; showing, inspection, appraisal, final-walkthrough, and settlement coordination; lender and title follow-up regarding administrative milestones; vendor coordination; compliance-file support; status communications; and transaction closeout.

All substantive property information, advertising content, contractual terms, disclosures, MLS representations, pricing, remarks, and other information requiring professional judgment remain subject to Client and/or supervising broker review and approval as applicable.

KM may identify a matter as "Agent Action Required" and escalate it to Client. Escalation does not transfer Client's professional responsibility to KM.

4. Client Responsibilities and Reserved Professional Functions

Client remains solely responsible for the real estate representation and professional judgment owed to Client's consumer client and for all activities that require licensed brokerage judgment or substantive advice. KM will not independently:

- negotiate price, repairs, credits, concessions, commissions, or contractual terms;
- advise a buyer, seller, landlord, or tenant regarding what decision to make;
- interpret or explain contracts, leases, disclosures, inspection findings, title matters, financing terms, or legal documents;

- provide legal, tax, lending, financial, or other professional advice;
- make substantive property representations or determine what information must be disclosed;
- waive, modify, extend, or exercise a contractual right without Client's direction and proper documentation; or
- assume Client's brokerage, fiduciary, agency, supervisory, or compliance responsibilities.

Client is responsible for timely responding to KM when a transaction requires Client's professional judgment, instruction, approval, signature, negotiation, or communication with the consumer.

5. Agent Certification; Brokerage Policies and Access

Client represents and certifies that Client is permitted under Client's brokerage policies and independent-contractor or employment arrangements to retain an independent third-party transaction-management provider for the services requested. Client is responsible for obtaining any consent, approval, or authorization required by Client's brokerage, MLS, association, transaction platform, or other system.

Client shall not provide KM with credentials or access to any brokerage, MLS, transaction-management, compliance, or other system unless such access is authorized by the applicable owner or administrator and permitted by its rules. KM may request evidence of authorization when reasonably necessary and may decline or suspend any task for which appropriate access has not been established.

A separate broker or brokerage acknowledgment is not required by KM as a standard condition unless required by the brokerage, applicable law or rule, system-access requirements, or the particular scope of services.

6. Standard Fees

Unless modified by a Service Order or written quote, KM's working standard fees are:

- MLS Listing Setup Only: \$175.
- Listing Launch: \$250.
- Listing Management: \$350, including Listing Launch and 90 days of active administrative listing management beginning on the MLS activation date.
- Extended Listing Management: \$75 for each additional 30-day period after the initial 90 days.
- Buyer Contract-to-Close: \$450.
- Seller Contract-to-Close component: \$450.
- Full Listing-to-Close Management: \$800 total, consisting of the \$350 Listing Management component and \$450 Contract-to-Close component.
- Compliance/File Audit: \$150.
- Transaction Rescue: starting at \$550, subject to written quote based on file condition and scope.
- Rush File received five (5) or fewer business days before scheduled closing: additional \$100, when accepted by KM.
- Property/Vendor/Appraisal Access: \$50 per hour.
- On-Site Transaction Support, including inspection attendance, final-walkthrough assistance, settlement attendance, and closing-day assistance: \$75 per hour.
- New construction, land, commercial, unusually complex, or other nonstandard assignments: custom quote.

Each Agent who independently retains KM is a separate Client engagement and is charged according to that Agent's selected service, even when KM separately assists another Agent involved in the same underlying transaction.

7. Listing Deposits and Payment Schedule

Listing Launch requires a 50% deposit of \$125 when KM accepts the file, with the remaining \$125 due upon MLS activation.

Listing Management requires a 50% deposit of \$175 when KM accepts the file, with the remaining \$175 due upon MLS activation. The 90-day active-management period begins on the MLS activation date.

Full Listing-to-Close Management requires a \$175 deposit when KM accepts the file, \$175 upon MLS activation, and the \$450 Contract-to-Close component at successful settlement. Extended Listing Management charges apply if the listing remains subject to active management beyond the initial 90-day period.

Deposits are applied toward the selected service and become earned as KM performs the contracted work. If a listing is withdrawn, delayed, cancelled, or never activated, KM may retain the portion of the deposit reasonably attributable to services already performed and will refund any unearned portion when appropriate.

8. Contract-to-Close Payment; Terminated Transactions

The standard \$450 Contract-to-Close fee is scheduled for payment at successful settlement as a payment accommodation to Client. Payment timing at settlement does not convert KM's administrative services into commission-based compensation and does not mean KM must work without compensation if a transaction terminates after substantive work has begun.

If a ratified transaction terminates after KM has substantively commenced transaction-management services, a \$175 Terminated Transaction Fee becomes due within seven (7) calendar days after termination. KM may waive that fee if the transaction terminates before substantive KM work begins.

A subsequent ratified contract is a new transaction requiring a new Service Order and applicable fee. One fee does not cover unlimited replacement contracts or repeated failed transactions.

9. Hourly and On-Site Services

Hourly services are billed for actual time reasonably devoted to the requested assignment. Required waiting time while KM is present on Client's behalf is billable. Travel outside KM's ordinary service area, parking, tolls, or other extraordinary out-of-pocket expenses may be quoted or approved separately before being incurred.

Physical attendance by KM does not transfer Client's advisory, negotiation, representation, or decision-making responsibilities to KM.

10. Invoices, Nonpayment, Suspension, and Future Service

Unless a different due date is stated in a Service Order, invoices are due within seven (7) calendar days. Fees expressly designated for payment at settlement are due according to the settlement-payment arrangement.

If an invoice becomes past due, KM may issue written notice. If the account remains unpaid, KM may suspend services upon written notice and may terminate the engagement if the default is not cured.

During any suspension or after termination, Client immediately resumes sole responsibility for all deadlines, notices, communications, document submissions, compliance obligations, and other matters associated with the affected file.

KM may decline new files from a Client with an outstanding balance and may require advance payment or a larger deposit for future services following repeated late payment.

11. Service Concerns, Cure, Credits, and Refunds

Client shall notify KM promptly in writing of a material concern regarding KM's services and provide enough information for KM to investigate. When reasonably possible, Client will give KM an opportunity to correct or cure the complained-of service.

Depending on the circumstances, KM may correct the work, complete an omitted service, issue a service credit, provide a partial refund, or provide a full refund. A complaint, expression of dissatisfaction, or change of preference does not automatically entitle Client to a refund for services properly performed.

Refund determinations will consider the services promised, work actually performed, ability to cure, and any unearned prepaid amount. Nothing in this section limits rights that cannot lawfully be waived.

12. Termination; No Automatic Rescission

Either party may terminate an individual Service Order or the ongoing business relationship by written notice, subject to the payment and transition obligations in this Agreement.

Termination ends KM's obligation to perform future services after the effective termination date. Termination does not retroactively erase services already performed, cancel fees already earned, or automatically require refund of amounts properly earned.

A complaint, expression of dissatisfaction, request for refund, billing dispute, or notice of termination does not constitute rescission of this Agreement and does not, by itself, waive, cancel, or extinguish Client's outstanding contractual obligations.

KM may terminate or suspend services for nonpayment, material breach, failure to provide required information or cooperation, abusive or threatening conduct, requests that KM perform unlawful or unauthorized activity, loss of required access, or circumstances that make continued performance impracticable or impermissible.

Upon termination or suspension, Client is solely responsible for all transaction deadlines, client communications, notices, documents, compliance requirements, and professional obligations from the effective time of suspension or termination forward.

13. Confidentiality and Separate Engagements

KM will use nonpublic transaction information only as reasonably necessary to perform contracted services, except when disclosure is authorized or legally required. Client shall provide KM only information reasonably necessary for the assignment.

If KM separately assists Agents on opposing sides of the same underlying transaction, each engagement remains separate. KM will not disclose confidential information received through one engagement to the other Agent except as authorized, required by law, or appropriately communicated in the ordinary administrative coordination of the transaction.

14. Data Security and Wire-Fraud Protocol

KM will use commercially reasonable administrative and technical practices to safeguard transaction information.

KM will not independently create, alter, verify, redirect, or transmit changed wire-transfer instructions on behalf of a consumer or transaction party. Any new or changed wiring instructions or suspicious payment request will be referred to the appropriate Agent and settlement provider for independent verification using established contact information.

Client remains responsible for following Client's brokerage and settlement provider's wire-fraud prevention procedures.

15. Third Parties

KM may coordinate with inspectors, photographers, appraisers, lenders, title or settlement providers, contractors, vendors, and other third parties as authorized. KM does not control and does not guarantee the acts, omissions, timeliness, licensing, quality, accuracy, or performance of independent third parties.

KM's follow-up with a third party is administrative coordination and is not a guarantee that the third party will meet a contractual or transaction deadline.

16. No Guarantee of Outcome

KM does not guarantee that a property will list or sell, a buyer will perform, a contract will remain in force, financing will be approved, an appraisal will satisfy the parties, title issues will be resolved, a third party will perform, or a transaction will settle.

Client remains responsible for monitoring and protecting the consumer's legal and contractual interests through Client's licensed representation.

17. Electronic Communications, Notices, and Signatures

Client consents to conducting business with KM electronically, including Service Orders, notices, invoices, routine transaction communications, and electronic signatures, to the extent permitted by law.

Unless another address is designated in writing, notices under this Agreement may be sent to the email address supplied by Client during onboarding. Client is responsible for keeping contact information current.

18. Records

KM may maintain administrative records of services performed, communications, invoices, Service Orders, and transaction-support materials for legitimate business, legal, insurance, and recordkeeping purposes. KM may return, archive, or securely dispose of records according to its then-current retention practices, subject to applicable law and any contractual requirements.

19. Expressly Stated Terms

Nothing in this Agreement is intended to waive rights or impose liability limitations that have not been expressly stated in this Agreement as signed.

20. Survival and Entire Agreement

Payment obligations already earned or accrued, confidentiality, data-security obligations, recordkeeping rights, and provisions that by their nature should continue will survive termination.

Together with each applicable Service Order, this Agreement constitutes the parties' written understanding concerning KM's services and supersedes prior inconsistent discussions concerning the same services. Transaction-specific terms in a later signed Service Order control over inconsistent general terms in this Agreement for that particular file.

Any amendment to this Agreement must be in writing and accepted by both parties.

21. Acceptance and Signatures

By signing below, Client acknowledges that Client has read and understands this Agreement, has had the opportunity to seek independent legal advice, and agrees to be bound by this Agreement and applicable Service Orders.

CLIENT / AGENT

Name: _____

Brokerage: _____

Email: _____

Signature: _____

Date: _____

KM TRANSACTION SOLUTIONS

Authorized representative: Keesha A. Monk

Title: _____

Email: _____

Signature: _____

Date: _____