

Real Wallet Rewards Program Agreement

Welcome to the Real Wallet Rewards Program (the "Rewards Program"). By participating, you agree to the following terms and conditions. Please read them carefully.

Note that The Real Brokerage Inc., including its subsidiary, Real Broker Financial, LLC ("Real"), is a real estate technology company and is not a bank. Banking services provided by Thread Bank, Member FDIC ("Bank"). The Real Wallet Visa Debit Card is issued by Thread Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

The Rewards Program and This Agreement

This document describes how the Rewards Program works and is an agreement between you, the Bank and Real. You agree that use of the Real Wallet Business Deposit Account ("Account") and the Real Wallet Visa® Debit Card ("Debit Card") or any feature of this Rewards Program indicates your acceptance of the terms of this agreement. The Account is a business deposit account, should only be used for business purposes, and is subject in all respects to the Real Wallet Business Deposit Account Agreement and Real Wallet Visa Debit Cardholder Agreement^[1] (together, the "Terms"). The Rewards Program can only be accessed via the reZEN platform.

This is a separate and independent agreement from the Terms; however, it is subject to the Arbitration and Waivers section of the Real Wallet Business Deposit Account Agreement, which is incorporated herein.

We may refer to this agreement as the "Rewards Program Agreement" or "Rewards Program Terms and Conditions" in communications about the Rewards Program and in supplemental terms, conditions, disclosures, and agreements. This version of the Rewards Program Agreement takes the place of any earlier versions.

Unless the context requires otherwise, all capitalized terms used, but not defined herein, shall have the meaning set forth in the Terms.

Important Definitions

In this document, the following words have special meanings:

"Points" are the rewards you earn under the Rewards Program. Read these Terms for more information on how Points can be earned, redeemed, and lost.

“Misuse” means the improper use of the Rewards Program, Debit Card, or Account in a manner inconsistent with the terms and conditions you have agreed to, including this Rewards Program Agreement and the Terms. Examples of Misuse include, but are not limited to:

- buying or selling Points;
- repeatedly opening or otherwise maintaining Accounts for the purpose of generating Points; and
- manufacturing spend for the purpose of generating Points.

We may make changes to the Rewards Program and the terms of this Rewards Program Agreement at any time. For some changes we will give you thirty (30) days’ notice (or longer if required by law) as described in the Notice of Changes section below. We may temporarily prohibit you from earning Points, using Points you have already earned, or using any features of the Rewards Program.

We may supplement this Rewards Program Agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this Rewards Program Agreement. To the extent that you have more than one eligible Account, each Account is eligible to earn Points.

Notice of Changes

We’ll give you thirty (30) days’ notice (or longer if required by law) of the following types of changes to the Rewards Program or this Rewards Program Agreement:

- if we add or increase fees applicable to the Rewards Program
- if we decrease the rate at which you earn Points
- if we limit the number of Points you can earn
- if we limit or reduce the ways you can use Points
- if we reduce the value of Points
- if we cancel the Rewards Program

We’ll send this notice to you in writing, which, at our option, may be delivered to you at any mailing or email address in our records or through our online services, such as reZEN.

We may also provide you notice of other changes to the Rewards Program or Rewards Program Agreement by posting an updated copy of the Rewards Program Agreement when you log into reZEN.

Eligibility

The Rewards Program is open to real estate agents who have an eligible Account and, for certain Accounts, Debit Card issued through Real Broker Financial, LLC by Thread Bank, Member FDIC. Participation in the Rewards Program is free and subject to these terms. All

Accounts will be enrolled in the Rewards Program from the date on which the Account is opened, and the Rewards Program will be active within thirty (30) days of account opening unless we indicate otherwise. Benefits are automatically activated upon the effective date of your enrollment and require no action on your part. For Accounts opened before the Rewards Program was launched, Points will be granted retroactively to within thirty (30) days of the date on which the Account was opened. Real reserves the right to disqualify you from participating in the Rewards Program at any time for any reason, including Misuse.

Earning Points

There are two ways to earn Points:

Account Balances

On a monthly basis, you may earn 0.5 Points for each dollar of the monthly average deposit balance held in your Account. To calculate the monthly average deposit balance, we take the balance that we determine is in the business account at the end of each day in the month, add those balances together, and then divide that sum by the number of days in the month. For example, if your monthly average deposit balance is \$3,000, you would earn 1,500 Points for that month ($\$3,000 \times 0.5 = 1,500$ Points).

Points are calculated each month based on the average monthly balance rounded to the nearest dollar. For example, an average monthly balance of \$3,000.50 would be rounded to \$3,001.00 and you would earn 1,500.5 Points ($\$3,001 \times 0.5 = 1,500.5$ Points), while an average monthly balance of \$3,000.49 would be rounded to \$3,000.00 and you would earn 1,500 Points ($\$3,000 \times 0.5 = 1,500$ Points). An average monthly balance of \$0.49 or less would be rounded down to \$0.00 and would not earn any Points.

You may see “0.5X” in marketing materials to refer to the 0.5 Points you earn monthly for each \$1.00 in monthly average deposit balance held in your Account.

Debit Card Purchases

You may earn 2.5 Points for every \$1.00 of qualifying purchases using your debit card. You earn 2.5 Points per dollar you spend using a Debit Card. Debit Card rewards are calculated based on each eligible debit card purchase rounded to the nearest dollar. For example, an eligible purchase of \$25.50 would be rounded to \$26.00 and you would earn 65 Points ($\$26.00 \times 2.5 = 65$ Points), while an eligible purchase of \$25.49 would be rounded to \$25.00 and you would earn 62.5 Points ($\$25.00 \times 2.5 = 62.5$ Points). An eligible purchase of \$0.49 or less would be rounded down to \$0.00 and would not earn any Points.

You may see “2.5X” in marketing materials to refer to the 2.5 Points you earn for each \$1.00 spent on purchases.

Buying products and services with your Debit Card, in most cases, will count as a purchase; however, the following types of transactions will not count and will not earn Points:

- ATM transactions
- balance transfers
- cash advances or cash-like transactions including gift cards and prepaid cards and the reloading of prepaid cards
- traveler's checks, foreign currency, money orders, non-cash equivalents, U.S. treasury bills, commercial paper or wire transfers
- lottery tickets, casino gaming chips, racetrack wagers, online sports betting, online gambling or similar betting transactions
- interest
- unauthorized, fraudulent, or other returned transactions, including refunds
- fees of any kind, including an annual fee
- peer to peer or person to person payments which are electronic money transfers made from an Account or Debit Card to another individual's bank account or credit card through a peer to peer to person to person payment application
- loan payments or account funding such as auto loan payments or prepaid card loading

Availability of Points

Account Balances

Points will be earned each calendar month based on the average monthly deposit balance. Your Account must be open when the Points are posted to receive the Points. In most cases, Points will be credited to your Points balance on or around the first day of the following month. You'll see Points you have earned through reZEN.

Reversals, cancellations or disputes involving a deposit, or a deposit that is authorized but does not post to your Account, will result in the Points being reversed, debited or canceled (in whole or part) which reflect that portion of the deposit which has been reversed, canceled or disputed. Such reversals, cancellations or disputes may reduce or eliminate Points you have already earned. If you have redeemed all accrued Points, it may cause a negative Points balance.

Debit Card Purchases

Points are earned and available for redemption after settlement of your purchase transaction, generally within 4-6 days. If you have more returns or refunds than Points earned from purchases, then Points will be deducted from your total Point balance and may result in a negative Point balance. You will see Points you have earned through reZEN.

Returns, reversals, cancellations or disputes involving a purchase, or a purchase that is authorized but does not post to your Account, will result in the Points being reversed, debited or canceled (in whole or part) which reflect that portion of the purchase which has been returned,

reversed, canceled or disputed. Such returns, reversals, cancellations or disputes may reduce or eliminate your Points already earned. If you have redeemed all accrued Points, it may cause a negative Points balance.

Points Balance Statuses and Qualification

Your Total Points Earned is the number of Points you have earned during the most recent 12 month period, measured on a rolling basis. This includes all Points earned, regardless of whether you have redeemed them.

Your Points Balance is the number of Points currently available for redemption.

You will qualify for a “Points Status” based on the **Total Points Earned during the prior 12 months**. Each Points Status unlocks additional benefits and redemption eligibility, as shown below:

- **Bronze Status:** 1,000 to 69,999 Total Points Earned
- **Silver Status:** 70,000 to 349,999 Total Points Earned
- **Gold Status:** 350,000 to 1,499,999 Total Points Earned
- **Platinum Status:** 1,500,000+ Total Points Earned

Redemption Eligibility

Only users who are in a Points Status (Bronze or above) may redeem points. Once you qualify for a Points Status, all Points in your Points Balance become redeemable, subject to program rules.

If you have earned fewer than 1,000 Points in the last 12 months, you will not be assigned a status and will not be eligible to redeem Points. For example, if you have earned 500 Points, none of your Points may be redeemed. If you have earned 1,000 Points, then you will be in Bronze status, and all of your Points may be redeemed.

Earning and Maintaining Statuses

- You will be evaluated on a periodic basis, typically daily, to determine if you have qualified for a higher Points Status based on your Total Points Earned over the trailing 12 months. Once you qualify for the next higher Points Status, you will be moved to that Points Status on or around the same day.
- Following each 12 months after achieving a Points Status, your Total Points Earned will be recalculated to determine if you will move down a Points Status based on your Points on the last day of the 12th month in the trailing 12 months. If the result of the review calculation is a lower Points Status, you will be moved to that lower Points Status.
- If you are moved to a lower Points Status, your benefits may be changed to those of the Points Status for which you qualify without further notice.

- Please note that while you can be moved to a higher Points Status after any day in which you satisfy that Points Status requirement, you will only be moved to a lower Points Status as a result of the review Total Points Earned in the 12 months after achieving a Points Status.

If you no longer have an Account, your Rewards Program qualification will discontinue. Your Points will be lost immediately without further notice.

Redeeming Points

You can redeem Points for an Account credit which can be used exclusively to offset fees identified by Real such as Real's split of your commission, transaction fee, Compliance and Broker Review fee and other fees as identified by Real from time to time ("Real Fees"). No redemption is allowed unless there are Real Fees outstanding at the time of redemption. When you redeem Points for an Account credit, each Point is worth the value stated below:

- Bronze Status: 1 point = \$0.001 (1,000 points = \$1.00)
- Silver Status: 1 point = \$0.0015 (1,000 points = \$1.50)
- Gold Status: 1 point = \$0.002 (1,000 points = \$2.00)
- Platinum Status: 1 point = \$0.0025 (1,000 points = \$2.50)

You are responsible for how Points are used. Redemption requests can be made via reZEN. Points are redeemable in dollars and cents, with a minimum redemption value of \$1.00. Any Points balance that does not meet the minimum requirement for a \$1.00 redemption or fractions of points you have earned will accumulate toward future redemptions. Redemption is subject to verification of account status and Point balance. There are no refunds of Points that have been redeemed. Any request to redeem Points must be received on or before any Points expire, access to the Rewards Program is terminated for you, or the Rewards Program ends.

Prohibitions from Earning or Using Points

We may temporarily prohibit you from earning Points or using Points you have already earned if your Account is overdrawn or if we suspect you have engaged in Misuse or fraudulent activity related to your Account or the Rewards Program. You can begin earning and using Points again in the next month after you make a payment to your Account sufficient to bring your Account balance to a positive number or when we otherwise no longer suspect Misuse or fraud of the Account or Rewards Program.

How You Could Lose Your Points

Your Points do not expire as long as your Account is open; however, you will immediately lose all your Points if your Account status changes, or your Account is closed, including for Misuse or fraud, or any of the following reasons:

- you fail to comply with other agreements you have with the Bank

- your Account is closed or deemed inactive for 365 days
- we believe you may be unwilling or unable to pay your debts on time, including filing for bankruptcy or
- we believe that you have engaged in fraudulent activity related to your Account or the Rewards Program.

We will not reinstate Points you lose, unless we have made an error. If your Account is closed for any reason, you will lose your accrued, but unredeemed Points ("Unused Points") unless limited or prohibited by law. In addition, if we're notified of your death, you'll lose your Unused Points unless limited or prohibited by law.

If we decide to cancel the Rewards Program, you'll have at least thirty (30) days from the date we cancel the Rewards Program to use your Points, as long as you don't lose them for any of the reasons described in this Rewards Program Agreement. If you don't use your Points during that time, you'll lose them.

Other Important Information

Unless required by law, Points aren't your property. Points have no value until redeemed. You can't transfer or move Points unless expressly provided for in this Rewards Program Agreement. Additionally, Points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

There is no fee to participate in the Rewards Program. Your participation in the Rewards Program may result in miscellaneous income received from Bank or Real and we may be required to send you, and file with the IRS, a Form 1099-NEC (Nonemployee Compensation), Form 1099-MISC (Miscellaneous Information), or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of the Rewards Program. You are responsible for any tax liability related to participating in the Rewards Program. Please consult your own tax advisor if you have any questions about your personal tax situation.

We may assign our rights and obligations under this Rewards Program Agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We and our third-party service providers and their respective affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release us and our third-party service providers, and their respective affiliates, directors, officers, employees, agents and contractors for all activity in connection with the Rewards Program, including but not limited to, use of the Rewards Program, and any redemption for or purchase of products or services through the Rewards Program.

You agree to indemnify and hold us and our third-party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your: use of the Rewards Program, any fraud or Misuse of the Rewards Program, violation of this Rewards Program Agreement and/or violation of any applicable law or the rights of any third party.

The merchants and third-party service providers that participate in the Rewards Program are not affiliated with us and are not sponsors or co-sponsors of the Rewards Program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.

Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. We are not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.

The Rewards Program is void where prohibited by federal, state, or local law.

This Rewards Program Agreement and use of the Rewards Program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the Rewards Program.

We may enforce the terms of this Rewards Program Agreement at any time. We may delay enforcement without losing our right to enforce this Rewards Program Agreement at a later time. If any term of this Rewards Program Agreement is found to be unenforceable, we may still enforce the other terms.

Communications

We may send communications about the Rewards Program to you at any mailing or email address in our records or through our online services, such as reZEN. Let us know right away about any changes to your contact information using the phone number on the back of your card.

Telephone Monitoring

You agree that we and our third-party service providers may listen to and record telephone calls as part of providing Rewards Program services.

Contact Information

For questions or concerns regarding the Rewards Program, contact wallet@therealbrokerage.com.