AGENT CODE OF CONDUCT

Green River Capital’s (GRC) mission statement is:
To secure longevity in today’s marketplace by becoming indispensable to our Clients and providing service that is unmatched in the industry.

GRC does this by:
Being ranked #1 in all businesses, in all we do, across all clients.

GRC achieves this through:
- Being Client-Focused
- Open and honest dialogue, transparency, and the highest degree of ethical business dealings
- Expecting accountability and professionalism at all levels of the organization
- Sustaining high profitability levels through operational efficiencies, smart financial decisions, and business growth strategies
- Hiring and retaining the best people, People want to be on our team!
- “Best in Class” in a given, not a goal

GRC’s core values are:
- Results-driven
- Integrity
- Teamwork
- Passion
- Humility
- Charitable

The mission statement and core values listed above apply to all real estate agents and brokers engaged by GRC and its affiliates, as they are valued business partners and an extension of our organization.

The purpose of this Agent Code of Conduct is to define and clarify certain expectations and prohibitions of GRC Agents that will help GRC maintain its reputation in the industry and continue to provide ‘Best in Class’ services.

DEFINITIONS:
- **Agent**: The term “Agent” means all real estate agents and brokers engaged by the Company to perform tasks for the Company.
- **Approval of the Company**: The term “Approval of the Company” means the written consent of the CEO/President, Chief Operating Officer or Senior Vice President of the Company.
- **Company**: The term “Company” means Green River Capital, LLC, its parent company, subsidiaries and affiliates.
- **Confidential Information**: The term “Confidential Information” means all information marked confidential, restricted or proprietary by the Company and the Company’s clients, and all information provided by the Company regarding its customers and prospective customers, account information, products and services, the Company’s financial, technical or marketing information, business or marketing strategies, business methods, operating policies and procedures and similar proprietary information, in whatever form, including third party confidential information, which could reasonably be expected to be confidential information. Confidential Information does not, however, include information which (a) at the time of disclosure to the receiving party, was in the public domain, (b) after disclosure to the receiving party has been published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was known to the receiving
party either before disclosure by the disclosing party or as a result of a disclosure from a third party
who had a lawful right to disclose such information the receiving party, or (d) was independently
developed by the receiving party.

All Agents must adhere to the highest level of ethical codes and professional standards at all times. In
order to ensure the integrity of GRC in the industry, and to avoid any conflicts of interest, it is expected
that all Agents comply with the following when representing the interests of GRC, our affiliates and
clients.

**DISCRIMINATION**
Agent shall comply with the Fair Housing Act and shall conduct all activities without respect to race,
color, religion, sex, national origin, handicap or familial status of any person, including any purchaser,
prospective purchaser, tenant or vendor.

**COMPLIANCE WITH LAWS**
Agent agrees to comply with all local, state, federal laws and regulations regarding the sale,
management and maintenance of real estate properties, including but not limited to property notice
and disclosure requirements, building and maintenance code requirements, environmental laws,
licensing regulations and Landlord-tenant laws.

**CONFIDENTIALITY**
Maintaining the confidentiality of business information and trade secrets of the Company and the
Company’s clients is vital to the Company’s success. Agent agrees to maintain the confidentiality of the
Company’s Confidential Information, even after they cease working with the Company. In connection
with maintaining such confidentiality, Agent agrees that during the term of their engagement with the
Company, and thereafter, they will hold all Company Confidential Information in strict confidence, and
will not use or disclose any Confidential Information to any person or entity or to the advantage of the
Agent or to the advantage or disadvantage or other third parties.

**RELATIONSHIP**
Absent prior Approval of the Company, Agent shall not be an employee, an immediate family member
of, or related by marriage to any employee or an immediate family member of any employee of the
Company.

**BACKGROUND CHECK**
Agent is required to have a successful background check completed annually by GRC’s designee as a
requirement of doing business with GRC. Agent shall also conduct, for any of its employees who will be
performing services for them, a background, reference criminal record, credit and other checks, where
permissible by law, and shall provide evidence of such checks to GRC upon its reasonable request.

**THIRD PARTY VENDORS AND BIDS**
Agent is prohibited from using vendors they are affiliated with or who are immediate family members of
the Agent or Agent’s employees, absent prior Approval of the Company. Further, Agents involved in
inflating or otherwise falsifying invoices are subject to immediate termination from the Company’s
network, and are subject to prosecution to the fullest extent of the law.
PHOTOS
Photos submitted for each report (inspection, MSR, BPO, etc.) must be current photos with a date stamp from the camera. Superimposing dates using software and recycling photos (using photos from previous visits to a property) is not acceptable.

BPOS
Agent will personally complete and/or certify all BPOs assigned by the Company prior to submitting them to the Company.

CONFLICT OF INTEREST
Agent shall not take any action in connection with a property managed by the Company that reasonably could result in a conflict of interest or be perceived as a conflict of interest.

PROHIBITION OF PURCHASE
Agent/Agent’s employees and their immediate family members are expressly prohibited from purchasing any property managed by the Company without prior Approval of the Company.

FEES
Agent is prohibited from charging unauthorized transaction fees or any such similar fees to the buyer or buyer’s agent for any transaction involving the purchase of a property managed by the Company.

CONDUCT
Agent shall act in a professional manner at all times treating all customers, tenants, outside vendors, or any other party involved with a property managed by the Company with respect.

OFFERS
Agent must submit all offers made and received during the marketing of properties managed by the Company within 24 hours of receipt for review. This includes, but is not limited to, offers to purchase and financial relocation assistance offers.

ACCESS
Agent shall not allow a buyer or potential buyer to occupy any property managed by the Company, or to make alterations or perform any repairs to any property managed by the Company until recordation of deed and transfer of possession.

BRIBES AND KICKBACKS
Agent shall not be involved in the paying or receiving of a bribe or kickback (a rebate or percentage of income as payment for having made the income possible) in connection with any real estate transaction involving the Company.

GIFTS
Agent may not send gifts of any nature to Company employees, unless previously approved by the Company’s Agent Relations Dept. Manager or Vice President. Examples of gifts include (but are not limited to): flowers, candy/fruit baskets, gift certificates, cash, food or refreshments, entertainment (such as tickets to a sporting event).
FRAUD AND DISHONESTY
Agents are encouraged to report fraud or dishonesty by calling (801) 869-1444 or by email to agentrelations@greenrivercap.com or advocates@greenrivercap.com.

By signing this document, Agent agrees to follow and abide by the policies contained herein. If you have any questions about the Agent Code of Conduct, please contact our Agent Relations Dept. by emailing agentrelations@greenrivercap.com. Failure to comply with this Agent Code of Conduct will result in the Company taking any disciplinary action it deems necessary, including but not limited to, immediate reassignment of current asset(s), loss of any future asset assignments, temporary and/or permanent removal from the Company’s agent network, and/or the pursuit of all legal options available under applicable state and federal law.

_______________________________________
Agent Name (please print)

_______________________________________
_______________________________________
Agent Signature Date