



Keller Williams Realty
TCPA & CCPA Compliance Addendum

This Compliance addendum (“Addendum”) dated _____, (“Addendum Effective Date”) is an addendum to the Parties’ Independent Contractor Agreement (collectively the “Agreement”) between BMP Realty Inc, DBA Keller Williams Realty East Bay (“KWWC”) and _____, (“Agent”), referred to collectively as the “Parties,” or individually as a “Party.”

WHEREAS, the Parties previously entered into the Agreement, under which Agent is prohibited from engaging in certain sales and marketing practices when acting as an independent real estate professional for KWWC; and

WHEREAS, from time-to-time KWWC updates its compliance standards as the law and industry evolve;

WHEREAS, KWWC wants to ensure the Parties comply with new regulations and legal interpretations, including for example recent FCC and Court rulings related to the Telephone Consumer Protection Act (“TCPA”), as well as the new California Consumer Privacy Protection Act (“CCPA”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KWWC and Agent hereby amend their prior Agreement and agree as follows:

1. **Agent will not engage in, nor allow any of its employees, contractors lead providers or vendors, to engage in, any of the following practices** when acting as an independent real estate professional for KWWC or otherwise promoting KWWC:
 - a. **Initiate any outbound text or other telephonic communication**, whether solicited or not, **without Agent first obtaining direct possession of documentation demonstrating that the called party previously provided their prior express written consent**. KWWC permits no other telephonic communications to be used on its behalf, regardless whether the subject leads were held out to Agent as being “opt in” or not.
 - b. **Deliver any outbound text or other message in bulk to a list**, or otherwise in mass simultaneously to more than one number at a time.

- c. **Initiate any outbound text or other telephonic communication to any telephone number on any State, Federal or internal Do-Not-Call (“DNC”) database** without the recipient’s well-documented prior express written consent.
- d. **Initiate any outbound text or other telephone communication to a wireless phone** without the recipient’s well-documented prior express written consent.
- e. **Deliver or caused to be delivered any prerecorded or artificial voicemail message, including to an answering machine or voicemail box,** without the recipient’s well-documented prior express written consent.
- f. **Fail to immediately provide to KWWC upon request, documentation demonstrating that Agent’s message recipients provided their prior express written consent.**
- g. **Failing to have the above consent documentation in hand before contacting the individuals** who consented.
- h. **Initiate any text message or other outbound telephonic communication to a person who previously made an opt-out,** internal DNC request, or who previously revoked their prior consent to be contacted.
- i. **To send any text message which does not contain a conspicuous, easy to use opt-out instruction** (unsubscribe option).
- j. **Fail to immediately record and transmit to KWWC all opt outs,** internal DNC requests and consent revocations.
- k. **To make any call or send any text outside of the permitted State and Federal calling time windows** (“calling curfews”).
- l. **To make any call or send any text without all presenting all required State and Federal telemarketing disclosures.**
- m. **Fail to have all required DNC access and State telemarketing licenses** before initiating any telephonic communications whatsoever.

- n. **To make any call or send any text which represents or implies that is for an emergency purpose**, or which otherwise seeks to improperly capitalize on COVID-19 or the related pandemic.
2. KWWC renews all prior indemnity obligations in the Agreement. **Agent will be required to indemnify KWWC in the event it suffers any hard from Agent’s violation of these terms.** KWWC may terminate any Agent who violates these updated compliance policies.
3. Regarding the new California Consumer Protection Act (“CCPA”):
- a. Agent will not retain, use or disclose personal information covered by the CCPA for any purpose other than for the specific purpose of performing the services set forth in the Agreement.
 - b. The Parties agree to limit the collection, sale or use of covered personal information disclosed except as necessary to perform the business purpose for which the Agent was retained.
 - c. The business purpose will relate to a covered business’s operational needs.
 - d. Agent will safeguard any covered personal information it handles and will not sell/transfer or otherwise utilize it for any undisclosed reason.
 - e. If Agent is providing covered personal information to KWWC, it represents that it was collected in compliance with the CCPA.
 - f. The parties represent that they have read and understand the CCPA’s requirements.

In Witness Whereof, the Parties have caused this Addendum to be signed by their respective duly authorized representatives as of the Addendum Effective Date.

KWWC: _____

Agent: _____

By: _____

Its: _____