

Transaction Coordination Services Agreement

One Source Central Services, LLC

Section 1: Scope of Services

One Source Central Services, LLC (“OSCS”) will provide Transaction Coordination services including but not limited to:

- Reviewing executed contracts for completion and timeline accuracy
- Adding transaction timelines to Agent’s Google Calendar
- Verifying Opportunity creation within Command
- Facilitating the scheduling of inspections (not coordinating or contracting)
- Ordering title and communicating with Safeguard (if applicable)
- Communicating with lenders to verify application, appraisal, and commitment timelines
- Reviewing title commitments, ALTA/HUD, and ensuring the CD is sent three days before closing
- Submitting documents for compliance and scheduling closings/terminations as needed

Note:

- Services commence within 24 business hours upon receipt of contract during business hours (Mon–Fri, 9am–5pm EST)
 - Earnest money handling is outside the scope of OSCS responsibilities
 - Coordinators are not authorized to negotiate contract terms but may assist with addendums if exact language is provided
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Section 2: Payment Terms

- Transaction Coordination fee: **\$375 per side per transaction**
 - **Conveyancing Fee if/as needed** : \$100 plus any required certifications.
 - Payment is due at closing. If the office cannot process the fee, Agent agrees to remit payment within 5 days of the invoice. If the invoice is not paid within this period, a **late fee of \$20 per month** will be assessed until the balance is paid in full.
 - Acceptable forms of payment: certified check, ACH (from title company, attorney, or client) deduction from agent commission or agent credit card.
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Section 3: Agent Responsibilities

- Notify Coordinator promptly of contract terminations
 - Ensure all timelines are met or extended as necessary
 - Provide accurate and complete transaction details
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Section 4: Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of all non-public, proprietary, and sensitive information shared in connection with this Agreement. This includes, but is not limited to, client data, contact information, CRM systems, business processes, and pricing.

OSCS agrees that any agent or client information accessed in the course of providing services will be used solely for the purpose of fulfilling those services and will not be used, shared, or disclosed for any other purpose.

This obligation of confidentiality applies during the term of this Agreement and will survive its termination.

Section 5: Non-Solicitation

Neither party shall solicit, hire, or contract any employees, subcontractors, or vendors of the other party during the term of this Agreement and for two (2) years following its termination.

Section 6: Limitation of Liability

To the fullest extent permitted by law, OSCS's total liability to the Client shall not exceed the total fees paid under this Agreement for the specific services in question. OSCS shall not be liable for indirect, incidental, or consequential damages.

Section 7: Buy-Out Clause

If the Agent hires or engages, directly or indirectly, any OSCS contractor, employee, or vendor during this Agreement or within one year of its termination, a Buy-Out Fee of **\$40,000** per individual shall be payable within 30 days of that engagement.

Section 8: Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes arising out of or related to this Agreement shall first be attempted to be resolved through good faith negotiations. If resolution is not reached within thirty (30) days, the dispute shall be submitted to mediation administered by a mutually agreed-upon mediator. If mediation is unsuccessful, the parties agree that the dispute shall be resolved by binding arbitration in Lehigh County, Pennsylvania, in accordance with the rules of the American Arbitration Association.

Section 9: Term & Termination

- This Agreement becomes effective on the date of signature
 - Either party may terminate with **30 business days' written notice**
 - All active files at the time of termination will be completed and invoiced as usual
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Section 10: Entire Agreement & Severability

This document constitutes the full agreement between parties. If any provision is found unenforceable, the remainder will still apply.

Signatures

Agent: _____ Date: _____