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Unlicensed Personal Assistant Packet (UPA)

Adding UPA: New UPA _____ or Existing UPA _____?

UPA's Name: _____ UPA's ID: _____
(Print Name) (Leave Blank if New UPA/If Existing UPA Add ID)

UPA's Email Address: _____ UPA's Phone #: _____

Is UPA currently employed by a builder, mortgage co., title co., or any other real estate related business? Yes: ___ No: _____

If so, company name: _____

Has this UPA ever been licensed as a broker, agent, or an appraiser (any state)? Yes: ___ License #: _____ No: _____

Is this UPA replacing one of your other UPA's? Yes: ___ No: _____

If yes, UPA Name and ID being replaced: _____

(NOTE: Licensed referral agents, licensed appraisers, and agent's licenses showing suspended or pending with the ODRE will not be added as a UPA.)

Agent's Name: _____ Agent's ID: _____
(Print Name) (Real Estate License Number)

Agent's Email Address: _____ Office MLS ID: _____

Company Name: _____

Participant's Name: _____
(Print Name) – This is the primary broker/participant of record with Yes-MLS

I, (Yes-MLS Participant,) give permission to the above agent to add the above UPA as his/her own "unlicensed" personal assistant. The agent and I both understand that the UPA will be assigned his/her own unique ID and password, and that the agent will be billed \$5.00/month (billed \$30.00 semi-annually) for this UPA.

Additionally, I understand that the agent is responsible for notifying Yes-MLS when their UPA leaves, however the Yes-MLS Participant retains ultimate responsibility to Yes-MLS regarding removal of UPAs and fees associated with UPAs.

Furthermore, I understand that access to information from Yes-MLS a privilege with limited rights. Yes-MLS computer passwords are confidential. Violation of these limited rights will result in disciplinary action and a \$1,000 fine against the Yes-MLS Participant, which cannot be waived by attending the Rules Class.

Yes-MLS Participant's Signature: _____
This is the primary broker/participant of record with Yes-MLS

Agent's Signature: _____

UPA's Signature: _____

Email UPA Packet to membership@yes-mls.com

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

(Unlicensed Personal Assistants)

This Confidentiality/Non-Disclosure Agreement (this "Agreement") is entered into as of _____, 20__ by and between the Yes-MLS and _____ ("Unlicensed Personal Assistant"), together with _____ ("Participant") of Yes-MLS.

WHEREAS, the parties hereto wish to clarify the obligations of the UPA (Unlicensed Personal Assistant) to maintain confidentiality and non-disclosure with respect to information acquired in the course of his/her employment with a member Participant of Yes-MLS, and

WHEREAS, Unlicensed Personal Assistant hereby reaffirms their understanding of the obligation not to disclose confidential information as a condition of employment with a Yes-MLS Participant;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. Unlicensed Personal Assistant shall not, at any time, during his/her service to the Yes-MLS Participant, make use of or disclose, directly or indirectly, any (i) trade secret or any other confidential or secret information of Yes-MLS or of any of its subsidiaries or (ii) other technical, business, proprietary or financial information of Yes-MLS or any of its subsidiaries not available to the public generally or to the competitors of Yes-MLS, except to the extent that such Confidential Information (a) becomes a matter of public record or published in a newspaper, magazine or other periodical or is otherwise available to the general public, (b) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that the Unlicensed Personal Assistant gives prompt notice of such requirement to its employing Yes-MLS Participant and/or directly to Yes-MLS to enable their employing Yes-MLS Participant and/or Yes-MLS to seek an appropriate protective order, or (c) is required to be used or disclosed by the Unlicensed Personal Assistant to perform properly his/her duties pursuant to his/her employment with the Yes-MLS Participant. Promptly following the termination of service, the Unlicensed Personal Assistant shall surrender all records, memoranda, notes, plans, reports, computer tapes and software and other documents and data which constitute Confidential Information which the Unlicensed Personal Assistant may then possess.

2. The parties hereto agree that Yes-MLS and its subsidiaries would be damaged irreparably in the event that any provision of the preceding paragraph of this Agreement were not performed in accordance with its terms or were otherwise breached and that money damages would be an inadequate remedy for any such nonperformance or breach.

Accordingly, Yes-MLS and its successors are permitted to assign and shall be entitled, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any breach or threatened breach of any of such provisions and to enforce such provisions specifically (without posting a bond or other security). Unlicensed Personal Assistant agrees to submit to the personal jurisdiction of the courts of the State of Ohio in any action by Yes-MLS to enforce an arbitration award against the Unlicensed Personal Assistant or to obtain injunctive or other equitable relief.

3. The provisions of Paragraphs 1 and 2, above, shall survive and continue in full force and effect in accordance with their respective employment with Yes-MLS Participant notwithstanding any resignation or termination of his/her employment with the Yes-MLS Participant pursuant to the Bylaws of Yes-MLS.

4. Access to information from Yes-MLS is a privilege with limited rights. Your computer password is confidential. Violation of these limited rights will result in disciplinary action and a \$1,000 fine which cannot be waived by attending Yes-MLS Rules and Regulation class.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Yes MLS CEO'S Signature:

Yes-MLS Participant's Signature

UPA's Signature
