WIRE FRAUD, TRANSFER OF FUNDS & LIABILITY DISCLOSURE
(READ CAREFULLY – WIRE FRAUD IS REAL AND YOU ARE RESPONSIBLE)

Wire fraud is a serious and growing threat in real estate transactions. Florida Homes Realty & Mortgage LLC, Florida Homes Realty & Mortgage Property Management LLC, Florida Homes Realty & Mortgage Referral LLC ("BROKERAGE") strongly advises all parties—BUYER, SELLER, OWNER, and any attorneys, title agents, or lenders—not to send sensitive personal or financial information by email, including Social Security numbers, bank account numbers, credit card details, or wiring instructions. Email accounts can be compromised, and fraudulent messages may appear legitimate.

When transmitting sensitive information, it should be delivered **in person, by telephone (using independently verified contact information), or via secure, encrypted communication methods.** BEFORE INITIATING ANY WIRE TRANSFER, the party sending funds must personally call and independently confirm that they are communicating with the correct party and entity and that all elements related to wiring instructions with the intended recipient—such as the title company, attorney, or lender—are accurate.

All parties further understand and agree that BROKERAGE shall not be liable—directly, indirectly, or vicariously—for being the original source, provider, or originator of any incorrect or outdated contact information, party identification, or third-party reference related to the transaction. The party to the transaction who is wiring or transferring funds as part of the transaction is solely and independently responsible for verifying the identity, role, and accuracy of contact details for all persons and entities involved, as well as the accuracy of the wiring information provided, regardless of the method by which such information is shared.

IMPORTANT NOTICE: BROKERAGE AND ITS REPRESENTATIVES WILL NEVER SEND WIRING INSTRUCTIONS.

No realtor, agent, employee, staff member, or representative of BROKERAGE (collectively, "BROKERAGE REPRESENTATIVE") is authorized to obtain, send or confirm wire instructions by email, text message, phone call or any other electronic communication. Any such communication—regardless of its appearance—is unauthorized, should not be relied upon, and is outside the scope of any BROKERAGE REPRESENTATIVE'S authority.

All parties acknowledge and agree that even if any realtor, agent or staff member of BROKERAGE, or other BROKERAGE REPRESENTATIVE, assists in any way in procuring or communicating any wire transfer information, said communication by the BROKERAGE REPRESENTATIVE is not authorized and it should not be relied upon. If any information related to wire transfer instructions communicated by a BROKERAGE REPRESENTATIVE is incorrect, misleading, or fraudulent—whether negligently or otherwise—all such communications and information is unauthorized, should not be relied upon, are outside the scope of BROKERAGE and BROKERAGE REPRESENTATIVE's authority, and shall not create any liability for BROKERAGE or BROKERAGE REPRESENTATIVE. BROKERAGE shall have no liability whatsoever, direct or vicarious, for the forwarding, sharing, communicating, or provision of any fraudulent, incorrect, or impersonated information—including contact details, email addresses, or wiring instructions—regardless of whether the source of the information was internal or external, intentional, negligent, or unknowingly passed through a compromised email account.

BROKERAGE and BROKERAGE REPRESENTATIVE shall have no liability for any damages, losses, or claims arising from the receipt, forwarding, or reliance on fraudulent emails or spoofed communications, including those that appear to originate from BROKERAGE or any BROKERAGE REPRESENTATIVE. Fraudulent actors may gain access

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to legitimate email accounts, intercept prior communications, or send forged emails that appear to be part of a genuine transaction. Even if such emails are received from, forwarded by, or appear to come from BROKERAGE or any of BROKERAGE'S REPRESENTATIVES, BUYER, SELLER, OWNER, or any other party or entity acknowledge that such messages are unauthorized and unreliable. BROKERAGE assumes no responsibility for the content, accuracy, or consequences of such communications.

All agents and representatives of BROKERAGE further acknowledge and agree that they are not authorized to obtain, send, confirm, or imply the legitimacy of wire instructions or the identities of parties involved in the transaction. Any agent who transmits contact information or transaction-related details does so outside the authority of BROKERAGE and assumes full individual liability for such actions. Agents also agree to independently indemnify and hold BROKERAGE harmless for any loss, claim, or liability resulting from their dissemination of information, whether intentionally, negligently, or unknowingly.

ACKNOWLEDGEMENT & INDEMNIFICATION

BUYER, SELLER, OWNER, AGENT, and any other party or entity involved in the transaction expressly acknowledge that BROKERAGE plays no role in the preparation, transmission, verification, or confirmation of any wire instructions or funds transfer information. All parties agree to **assume full and absolute responsibility for verifying all wire instructions independently** and to take all necessary precautions to avoid wire fraud.

Further, BUYER, SELLER, OWNER, AGENT, and any other party or entity **agree to fully indemnify, defend, and hold harmless BROKERAGE, together with BROKERAGE'S agents, employees, independent contractors, officers, and representatives from and against any and all claims, demands, lawsuits, losses, liabilities, damages, costs, or expenses (including attorney's fees)** arising out of or related to any wire transfer or issuance of funds (including but not limited to cash, checks, wires, or electronic transfers), regardless of cause—including but not limited to negligence, breach of fiduciary duty, misinformation, forwarding of emails, fraud, email spoofing, cybercrime, phishing, impersonation, or unauthorized conduct by any individual.
This indemnification shall apply even if any representative of BROKERAGE is alleged to have forwarded or relayed fraudulent or incorrect information, and regardless of whether such act is claimed to be negligent or in breach of any duty under law, contract, or statute, including but not limited to **Fla. Stat. § 475.278(2)(c), Fla. Stat. § 501.201 et seq. (FDUTPA), Fla. Stat. § 817.034 (Florida Communications Fraud Act), 15 U.S.C. § 45(a) (FTC Act), 15 U.S.C. § 7701 et seq. (CAN-SPAM Act)**, or related case law such as **Bush v. Palermo Realty, Inc., 443 So.2d 104, 106 (Fla. 4th DCA 1983).**

All responsibility and liability for such risks, errors, or occurrences are expressly and unconditionally assumed by the BUYER, SELLER, OWNER, AGENT, or any other party or entity to this transaction. This includes full and complete assumption of all legal, financial, and practical consequences of any alleged acts, errors, omissions, vicarious liability, or statutory violations, regardless of legal theory or claim made. Under no circumstances shall BROKERAGE bear any direct or indirect liability—contractual, statutory, or tort-based—whether arising from a party's reliance, agency claim, perceived fiduciary duty, or claim of imputed negligence.

All parties expressly acknowledge and agree that no legal action, claim, arbitration, insurance demand, or lawsuit of any kind shall be brought against BROKERAGE, any BROKERAGE REPRESENTATIVE, or BROKERAGE'S errors and omissions (E&O) policy provider, based on or relating to the transmission, forwarding, distribution, communication, involvement in, or sharing of any information of any kind—whether by email, text, document, verbal communication, electronic platform, or any other method—regardless of its accuracy, source, means of

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delivery, or appearance of legitimacy. Under no circumstances shall BROKERAGE be held liable for the content, form, or means by which information was conveyed or received, including but not limited to contact details, email addresses, wire instructions, directions, updates, or attachments, regardless of whether such communication was initiated, relayed, or forwarded by BROKERAGE or any of its agents, staff, or representatives. Any attempt to do so shall constitute a material breach of this agreement, and the initiating party shall be fully responsible for all resulting legal fees, costs, and damages.

TRANSACTION BROKER NOTICE

For avoidance of doubt, BROKERAGE operates as a Transaction Broker as defined under Florida law (**Fla. Stat. § 475.278(4)**) and does not owe or assume any fiduciary duties to any party, unless a Single Agent Relationship has been expressly established in a separate signed writing. No fiduciary, confidential, or agency obligations shall be implied, imputed, or assumed by law, contract, or conduct.

David Matchevi Rios Aristizaba	David Matchevi Rios Aristizaba	11/20/2026
Customer Name	Signature	Acknowledged on (Date)
Customer Name	Signature	Acknowledged on (Date)
Joen I Brunet Rivera	Joen Brunet Rivera	11/20/2026
Agent Name	Signature	Acknowledged on (Date)

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