

## **THE HOME OWNER ALLIANCE LLC REFERRAL PARTNER AGREEMENT**

THIS REFERRAL PARTNER AGREEMENT, dated as of the date and time dually signed by both Parties (the “**Agreement**”), is entered into by and between The Home Owner Alliance LLC, an Arizona Limited Liability Corporation having its principal place of business at 2301 S Stearman Drive Chandler, AZ 85286 (the “**Company**”), and the party countersigning this Agreement (the “**Referral Partner**”), and together with Company, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Company is in the business of connecting Homeowners with trusted professionals and providing professional services (the “**Services**”) to business owners and professionals (the “**Transactions**”); and

WHEREAS, Company desires to engage Referral Partner to introduce Homeowners and home service professionals to Company as potential sales leads for the Transactions (“**Candidates**”), and Referral Partner desires to accept such engagement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.     Engagement.

(a)     Company hereby engages Referral Partner, and Referral Partner hereby accepts such engagement, to act as Company’s non-exclusive finder with respect to sales of the Services to Candidates during the Term, solely in accordance with the terms and conditions of this Agreement. Company may in its sole discretion engage any other person or entity to find the Candidates.

(b)     Referral Partner shall introduce Candidates to Company, and perform such other responsibilities as reasonably directed by Company, including online promotion and forwarding sales literature provided by Company.

(c)     Referral Partner makes no representation or warranty about the creditability or suitability of any Candidates introduced to Company, and neither Company, nor any of its directors, officers, or shareholders, should in any way rely on Referral Partner to perform any due diligence with respect to the creditability or suitability of any Candidate.

(d)     The prices, terms, and conditions under which Company closes any Transactions shall be determined by Company in its sole discretion. Company shall have the authority to control all discussions and negotiations regarding any proposed or actual Transaction. Nothing in this Agreement shall obligate Company to actually consummate any Transaction with any Candidate. Company may terminate any negotiations or discussions at any time and has the right not to proceed with any Transaction without any liability or obligation to pay compensation to Referral Partner under Section 2 or otherwise.

(e)     Referral Partner shall defend, indemnify, and hold harmless Company, and any of its directors, officers, and shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, incurred by/awarded against Company, arising out or resulting from any claim of a third party related to its obligations under this Agreement.

2.     Compensation.

The Referral Partner shall earn commissions on both Direct Referrals and Indirect Referrals. Direct Referrals shall be defined as those Homeowners, Certified Pro, Expert Pro, and Premier Pro Candidates along with Homeowners the Referral Partner has personally introduced to Company using their Referral Partner tracking link. Indirect Referrals shall be defined as those Homeowners, Certified Pro, Expert Pro, and Premier Pro Candidates who are introduced to Company by a Homeowner, Certified Pro, Expert Pro, Premier Pro or other Referral Partner who was originally introduced by the Referral Partner.

Referral Partner commission shall be paid by the Company according to the following:

(a) Referral Partner shall be paid 20% commissions on all revenue from their Direct Referrals. Referral Partner shall also be paid 10% commissions on all revenue received from the Referral Partner's Indirect Referrals.

(b) Commissions will be paid to the Referral Partner on a monthly basis as revenues are collected from HOA.com Clients, or until one of the following events occurs:

(i) The Referral Partner Resigns: In the event the Referral Partner resigns, the Referral Partner will immediately lose all future commissions associated with that Client.

(ii) The Referral Partner is Terminated for Misconduct: Should the Referral Partner be terminated by Company for "misconduct", the Referral Partner shall immediately lose all commissions earned on all of the Clients introduced by the Referral Partner.

(iii) The Referral Partner is Terminated for No-Fault: Should the Referral Partner be terminated by Company for no-fault of their own, the Referral Partner shall continue to receive the full commission on revenues on any and all sales made to Clients introduced by the Referral Partner prior to the Referral Partner's termination. Such payments will continue through the duration of the current Term of the agreement.

(iv) The Referral Partner is Deceased: In the event of the death of the Referral Partner, the Referral Partner's beneficiary shall continue to receive the full commission on revenues on any and all sales made to Clients introduced by the Referral Partner prior to the Referral Partner's death.

3. Independent Contractor. Referral Partner is an independent contractor of Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Referral Partner and Company for any purpose. Referral Partner has no authority (and shall not hold itself out as having authority) to bind Company and Referral Partner shall not make any agreements or representations on Company's behalf without Company's prior written consent. Without limiting the above, Referral Partner will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Referral Partner's behalf. Referral Partner shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. Referral Partner shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement. Any persons employed or engaged by Referral Partner in connection with the performance of Referral Partner's obligations hereunder shall be Referral Partner's employees or contractors and Referral Partner shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employees or contractors.

4. Expenses. Referral Partner shall be solely responsible for all costs or expenses that it may incur in the performance of its activities under this Agreement, including but not limited to, incentives, commissions, royalty payments, or any other expense used to obtain Candidates and Clients.

5. Confidentiality. All non-public, confidential, or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Company to Referral Partner, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Referral Partner shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section 5. This section shall not apply to information that is: (a) in the public domain; (b) known to the Referral Partner at the time of disclosure; or (c) rightfully obtained by the Referral Partner on a non-confidential basis from a third party.

6. Publicity and Announcements. Referral Partner shall not (orally or in writing) publicly disclose or issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of Company, except to the extent that Referral Partner is required to make any public disclosure or filing with respect to the subject matter of this Agreement by applicable law. It is understood and acknowledged by the Parties that the Company shall have the right to publicly disclose or issue press release or make public statements.

7. Non-Disparagement. Both Parties hereby promise and agree not to publicly demean or disparage each other, or any asset either Party owns, or any product or service offered by such Party, and to prevent all employees or agents of each of the respective Parties from doing so. Each Party acknowledges that its breach of this Section will cause irreparable damage and hereby agrees that the other Party shall be entitled to seek injunctive relief under this Section without being required to post a bond or other security, as well as such further relief as may be granted by a court of competent jurisdiction.

8. Term and Termination.

(a) The term of this Agreement shall be for a period of one (1) year commencing from the date of this Agreement (the “**Term**”). Thereafter, this Agreement shall renew automatically for additional successive one-year terms, unless any Party hereto provides the other parties written notice of intent not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term. The terms of this Agreement shall remain in force with respect to all referred business Clients currently bound by agreement or contract with Company or its business affiliates.

(b) In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon Notice to the other Party, if the other Party: (i) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

9. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a “**Notice**”) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9(a)).

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Arizona, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Arizona, in each case located in the City of Phoenix and County of Maricopa, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(c) The parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if otherwise available to that Party in any such action. Mediation will be conducted online by a professional service of choice by the responding party or, if the responding party agrees, an online service as mutually agreed upon.

(d) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(e) Referral Partner shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Referral Partner's prior written consent. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(f) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(g) Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement, or the transactions contemplated hereby.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(j) The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

The Parties hereby execute this Agreement as of the date and time this Agreement is fully agreed to by both parties.