



HOA.com Premier Pro Licensing Agreement

This agreement ("Contract"), is made by and between The Home Owner Alliance LLC (doing business as HOA.com), an Arizona Corporation (hereinafter referred to as "the Company"), whose address is 2301 S Stearman Drive, Chandler, AZ 85286, and the Premier Pro Applicant (hereinafter referred to as the "Premier Pro").

RECITALS

The Company licenses a referral marketing system and referral network to professionals and business owners throughout North America.

The Premier Pro desires to have the Company recommend and promote the Premier Pro to the homeowners served by HOA.com. In addition, the Premier Pro desires to have the Company recommend and promote the Premier Pro to various companies and professionals who are members of the Company's professional network for the purpose of helping the Premier Pro developing new referral partnerships and business opportunities.

The Company and Premier Pro (together the "Parties") wish to set forth the terms of their promotion agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERM

This agreement will be in effect for an initial term that begins on the date agreed to by both parties and shall end 12/31/2022 at 11:59pm PST. At the end of the initial term, the Premier Pro shall be given first right of renewal with terms that shall be provided to the Premier Pro at least 30 days prior to the end of the initial term.

SERVICES

Upon consummation of this agreement, and payment in full for the Premier Pro program, the Company shall provide the following services:

1. **Premier Pro Profile Exclusive Promotion** – Throughout the term of this agreement, the Premier Pro shall be the only professional promoted as a Premier Pro for their licensed industry and licensed zone.
2. **Homeowner Magazine Cover Feature** – Upon enrollment, the Premier Pro shall be contacted by Homeowner Magazine who will coordinate a photo shoot and interview to feature the Premier Pro on and in a localized version of the magazine. The Premier Pro shall receive a customized digital version of the magazine featuring the Premier Pro on the cover along with a feature article about the Premier Pro and their business.
3. **Spotlight Video & Social Campaign** – Once the Premier Pro's custom Homeowner Magazine feature edition has been created, the Company shall create and deliver a spotlight video along with digital marketing graphics the Premier Pro can share with their network and referral partners to post, share, and promote the Premier Pro on the websites, newsletters, and social media pages. This video-based social campaign is designed to help boost the credibility and visibility of the Premier Pro to their personal and professional network as well as their social media fans and followers.
4. **VIP Concierge Service** – The Company will provide the Premier Pro with a toll-free phone number that can be provided to the Premier Pro's clients providing them with a no-cost concierge service to connect them with service providers they can trust.
5. **Raving Referrals Training** – The Company will provide referral training, strategies, techniques, tips, and scripts to help the Premier Pro attract more referrals from their clients, colleagues, and social sphere. This training will teach the Premier Pro how to create referral partnerships with complementary home service companies and professionals.
6. **Referral Rewards Incentive Program** – The Premier Pro shall have the option of offering a Referral Reward on a pay-per-performance basis to incentivize the Company's Ambassadors and referral network to scout opportunities for the Premier Pro. Should the Premier Pro choose to participate in the Company's Raving Referrals program, the Premier Pro shall designate the financial amount they wish to issue as reward for each exclusive referral phone call and/or service request form generated for the Premier Pro.
7. **Referral Partner Manager** – The Company shall assign a dedicated Referral Partner Manager who will work directly with the Premier Pro. The Referral Partner Manager shall use their best efforts to assess and analyze the Premier Pro's existing referral partnerships, and then introduce complementary businesses and home service professionals for the purpose of creating profitable referral partnerships for the Premier Pro.
8. **Referral Network Activation** – The Company's Referral Partner Manager shall coordinate conversations and communications with the Premier Pro's existing professional network for the purpose of strengthening and expanding the relationship and coordinate cross promotions and referrals between the parties.
9. **10 Certified Pro Sponsorships** – The Premier Pro shall have the right to nominate and sponsor up to ten professionals as HOA.com Certified Pros. Those who are nominated, apply, and are approved as HOA.com Certified Pros shall receive a complimentary Certified Pro profile on HOA.com. A value of \$360 per Certified Pro, per year.

PERFORMANCE GUARANTEE

The Premier Pro hereby requests inclusion as a Premier Pro of HOA.com and understands that the Premier Pro is purchasing a referral marketing system that they are directly responsible for the success of. The Premier Pro hereby agrees to serve any and all HOA.com members and referrals with the core values of service, honor, respect, and excellence, and agrees to conduct business in a professional, legal, and ethical manner at all times.

The Company will devote its best efforts for the promotion and solicitation of potential clients for the Premier Pro and will be promoting the Premier Pro on the Company website and through various marketing and promotional activities.

The Premier Pro shall have 3 days to cancel and rescind the agreement and receive a full refund. Thereafter the Company guarantees the Premier Pro will generate revenue of at least \$5,000 during the term of this agreement. Should the Premier Pro not generate revenue of at least \$5,000 in revenue through referrals and introductions that come either directly through the Company, or through the Referral Partner Network operated by the Company by the end of the term of this agreement, the Company shall refund the Premier Pro's investment in this program. This guarantee is valid and enforceable so long as the Premier Pro actively participates in the Company's referral network and cooperates with their assigned Referral Partner Manager as they introduce the Premier Pro to other companies and professionals who the Company determines are potential referral partners for the Premier Pro.

GENERAL

Both parties acknowledge that this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership, or joint venture without the Company's prior approval. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

The Premier Pro's selecting the option to agree to the conditions of this agreement will indicate the acceptance of the terms and conditions herein stated, and thereafter this agreement shall constitute the whole and complete agreement concerning the Premier Pro's engagement for the Company which may not be orally modified or extended.

The Premier Pro hereby covenants, warrants, and represents that the Premier Pro will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining the Premier Pro from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

The Premier Pro agrees to abide by all amendments that the Company elects to make. Amendments shall be effective upon notice to all Premier Pros that the Agreement has

been modified. Notification of amendments shall be published in the Company's official materials. The Company shall provide or make available to all Premier Pros a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) voice mail system broadcast; (4) inclusion in Company periodicals; or (5) special mailings. The continuation of a Premier Pro's business or a Premier Pro's acceptance of promotion, referrals, or commissions constitutes acceptance of any and all amendments.

This Agreement shall be governed by the laws of the State of Arizona.

If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

Any claim or controversy arising among or between the parties hereto, and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Maricopa County, Arizona by three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

In any arbitration involving this Agreement, the arbitrators shall not make any award which will alter, change, cancel, or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement with a maximum claim not to exceed the purchase price paid by the Premier Pro. Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction or attachment, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement. Service of process and notice of arbitration of any and all documents and papers may be made either by Certified or Registered mail, addressed to either party at the addresses listed in the Agreement.

This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings between the parties related to the paid promotion of the Premier Pro by the Company. The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms. Nothing in this Agreement shall be construed to constitute the Premier Pro as a partner or employee of the Company.

This Agreement is hereby accepted by the Premier Pro and the Company as of the date this agreement is digitally agreed to by both parties. By agreeing to this document, the parties indicate their acceptance of the terms and conditions herein stated, and thereafter this agreement shall constitute the whole and complete agreement concerning the Premier Pro's engagement for the Company which may not be orally modified or extended.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date this agreement is electronically agreed to by both parties.

THE HOME OWNER ALLIANCE LLC

By _____

Name: _____

Title: _____

PREMIER PRO

By _____

Name: _____

Title: _____