



HOA.com Network Member Standard Licensing Agreement

Base Terms

Individual Deliverables

This agreement (“Contract”), is made by and between The Home Owner Alliance LLC (doing business as HOA.com), an Arizona Limited Liability Corporation (hereinafter referred to as “the Company”), whose address is 2301 S. Stearman Drive, Chandler, AZ 85286, and the Network Member, Applicant, Approved, and/or Paid Member (hereinafter referred to as the “Network Member”).

RECITALS

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

The Network Member desires to have the Company recommend and promote the Network Member to homeowners served by HOA.com. In addition, the Network Member desires to have the Company assist the Network Member in building referral partnerships with complementary home service professionals.

The Company and Network Member (together the “Parties”) wish to set forth the terms of their 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:

1. SERVICES

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

1.1 DIGITAL MARKETING & PROMOTION BASE TERMS:

The following deliverables shall be provided to every Network Member regardless of the specific program they choose to license. Additional benefits included in their specific program license shall be outlined in SCHEDULE A attached herein.

A. Network Member Profile on HOA.com

Once approved as a Certified Network Member, you will receive a dedicated Network Member profile page on HOA.com. This page is dedicated solely to help you build your brand and feature the company you represent. It will include your logo, photo, bio, license number, home search, phone number, contact information, address, testimonials, and more.

B. Network Member Badge

These attractive badges can be added to your website, social media channels, email signatures, flyers, direct mail, and other marketing materials with links back to your HOA.com Network Member profile page.

C. Promotion as a trusted Network Member in Available Communities of Your Choice

A benefit of being selected as an HOA.com Network Member is that you have the ability to license HOA.com communities where you will be promoted as a trusted HOA.com Network Member for those communities. Your photo, logo and contact information will be showcased front and center as the recommended Network Member to homeowners on these community portal pages.

D. Referral Network Activation

We will teach and help you formalize referral partnerships with complementary professionals who serve homeowners including but not limited to: Realtors, financial advisors, insurance agents, mortgage loan officers, CPAs, and attorneys along with various home service professionals,. Your activated referral partner network will be promoted alongside you on your licensed community pages as well as through various co-marketing campaigns with the goal of boosting your credibility and visibility thereby helping each party attract new client opportunities.

E. Cobranded Concierge Service

Add value to your current and past clients with your own co-branded concierge portal. This will help the families you serve coordinate their next move or hire their next Pro. Your clients will have a dedicated concierge helping them throughout their move including changing their address, setting up their utilities, getting insurance quotes, coordinating moving, storage, and all other basic services as they move into their new neighborhood. Best of all, you will be featured prominently so they know this is another benefit of choosing you as their trusted HOA.com Network Member.

F. HomeSafe™ Report

The key to winning more referrals is adding more value. Our HomeSafe Report helps you stay top-of-mind with the homeowners you serve by sending them a cobranded valuation report on their home each month. Plus, you will not only be providing your homeowners great value by helping them see how much approximate net equity they have in their home and how much they have paid in principal and interest, their HomeSafe Report will also show them the professionals you've partnered with to provide a variety of services. This adds value to your homeowners as well as your referral partners so everyone wins together.

2. TERM

This agreement shall be in effect for an initial term of one calendar year. After the initial one-year term, the agreement shall automatically renew unless cancelled by the Network Member or the Company.

3. CANCELLATION

The Network Member shall have 30 days to cancel this agreement and receive a 90% refund of the investment in this program with the balance retained by the Company to cover the credit card processing, training materials, and onboarding costs associated with launching this program for the Network Member.

4. 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 Network Member'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 Network Member's engagement for the Company which may not be orally modified or extended.

The Network Member hereby covenants, warrants, and represents that the Network Member 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 Network Member from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

The Network Member agrees to abide by all amendments that the Company elects to make. Amendments shall be effective upon notice to all Network Members 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 Network Members 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 an Network Member's business or an Network Member'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 Network Member. 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 Network Member 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 Network Member as a partner or employee of the Company.

This Agreement is hereby accepted by the Network Member 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 Network Member’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 (DBA HOA.com)

By _____

Name: _____

Title: _____

NETWORK MEMBER

By _____

Name: _____

Title: _____

SCHEDULE A

In addition to the Network Member benefits outlined in this Agreement, the following deliverables shall also be provided by the Company to the Network Member:

In addition to the Digital Marketing and Promotion Base Terms outlined in Section 1.1 of this Agreement, Expert Pro Program Licensees shall also receive:

1. *Three Exclusive Licensed Communities*

Elite Experts shall be promoted as the exclusive professional in their industry in three HOA.com online communities.

2. *Monthly Done-for-You Community Impact Campaigns*

Each month, HOA.com provide community impact campaigns you can quickly and easily share with your database through email or social media. These cause-related marketing campaigns are a powerful and positive way to keep your brand top-of-mind and show how you are making a difference in your community.

3. *HOA.com Business Alliance System & Promotion*

We will equip and empower you with our Business Alliance blueprint, training, and monthly Alliance agendas so you can host virtual, in-person, and/or networking meet-ups on a monthly basis to build strong referral partnerships with business owners and professionals who serve homeowners every day.

4. *Digital Business Snapshot Report*

The HOA.com Marketing team has developed a Digital Business Snapshot Report that analyzes how you and your business appears online in search engines like Google, Chrome, Bing and over 70 other online directories. This report searches thousands of online resources and gives you a detailed report outlining how you, your activated network, and other Referral Partners are being found (or not found) when consumers search your services online.

5. *Raving Referrals Video Course*

Start your success training with the *Raving Referrals* virtual course. This four-hour self-study course has been created as a series of short video modules that are both entertaining and informative. Once you complete the online course, you'll understand the system, tips, and scripts that will help boost your business quickly and consistently.

6. *Business Growth Coaching Sessions*

HOA.com hosts regular webinars and weekly group coaching sessions teaching you advanced digital marketing, social media, and business coaching concepts and strategies. You are invited to attend and learn marketing, business, and sales secrets from our top business coaching experts.

In addition to the Services outlined in Section 1.1 of this Agreement and the Expert Pro deliverables outlined above, Premier Pro Program Licensees shall also receive:

1. *Ten Exclusive Licensed Communities*

Elite Experts shall be promoted as the exclusive professional in their industry in ten HOA.com online communities.

2. *Premier Pro Spotlight Interview*

Your HOA.com Community Manager will coordinate a video interview via Zoom using a pre-determined questionnaire. This will help you elevate your credibility and visibility as your spotlight interview video will be produced and featured on your HOA.com Premier Pro profile helping you better connect with your local network and future consumers in the areas you service for your business.

3. *Ghostwritten Blog Post*

After completing your Premier Pro Spotlight Interview, HOA.com shall write an industry related blog post on your behalf and in your name which shall be featured on your Premier Pro profile page. This article shall be approximately 500 words in length and will help establish your expertise in the industry. You will have full license to share this content on other websites as well so long as you include your HOA.com URL.

In addition to the Services outlined in Section 1.1 of this Agreement and the Expert Pro and Premier Pro deliverables outlined above, Elite Expert Program Licensees shall also receive:

1. *Twenty Exclusive Licensed Communities*

Elite Experts shall be promoted as the exclusive professional in their industry in twenty HOA.com online communities.

2. *Done-For-You Referral Partner Introductions*

Our experienced team of appointment setters will reach out to your desired referral partners and schedule appointments on your calendar. If you have an existing targeted industry or list, we will reach out to these people on your behalf by phone, text, and email to edify you and schedule appointments for these people to meet with you for the purpose of creating a referral partnership.

3. *1-on-1 Laser Coaching*

You'll also receive a direct line to one of our approved business coaches to discuss any challenges or issues you are facing in your business. You'll have the opportunity to schedule unlimited one-on-one laser coaching sessions so long as you complete your assigned tasks prior to scheduling your next meeting.