
SERVICES AGREEMENT

by and between

MARKET2BUYERS, LLC

a Florida Corporation

and

An Agent of

Broker

Market2Buyers, LLC

SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into as of _____ (the "Effective Date") by and between **Market2Buyers, LLC ("M2B")**, a Florida corporation, and,

_____, a REALTOR® or real estate agent
(the "Customer") affiliated with

_____ (the "Broker").

In consideration of the mutual covenants and representations set forth herein, M2B and Customer, and Broker agree as follows:

- 1.0 **DEFINITIONS.** All defined terms in this Agreement not otherwise defined in this Section 1.0 shall have the meanings assigned in the part of this Agreement in which they are defined.
- 1.1 "*Business Day*" means one day Monday through Friday, excluding national holidays.
- 1.2 "*Customer Content*" means materials owned by Customer, and provided to M2B, which may include, without limitation, trademarks, service marks, images, illustrations, graphics, multimedia files and/or text generated in a form or media. Modifications to Customer Content made by M2B, whether or not at the request of Customer, shall be deemed to be derivative works owned by Customer.
- 1.3 "*Designated Customer Contact*" means the person(s) so designated by the Customer who shall be authorized to call M2B for telephone assistance in accordance with the terms of this Agreement. Such Designated Customer Contacts shall only be changed with 5 Business Days' prior written notice to M2B.
- 1.4 "*Improvements*" means any updates, enhancements, modifications and improvements to the Services and/or Software.
- 1.5 "*Intellectual Property Rights*" means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, domain names, trade secrets, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.
- 1.6 "*Lead*" means an existing or prospective client of the Customer or Broker with whom the customer wishes to establish a relationship whereby the Lead undertakes to purchase or sell real estate using the services of the Customer or Broker.
- 1.7 "*Listing Alert*" means an email or other communication to a Lead that data pertaining to a real estate listing on an MLS has been changed in accordance with some previously agreed upon specification.

- 1.8 *"Listing Alert Website"* means a website where a Lead can see Listing Alerts, request such alerts, make changes to requests, and perform searches of the Customer's MLS(s) data as provided to the Customer pursuant to agreements between the respective MLS and the Broker.
- 1.9 *"M2B Designated REALTOR®"* means Downing Frye Realty, Inc., the real estate broker organized under Florida law and designated to receive all real estate sales related income owed by Broker as a result of M2B's activities on behalf of Broker.
- 1.10 *"Party"* means Broker, Customer or M2B.
- 1.11 *"Services"* means the provision of services as described in Section 2, and Schedule A. Additional services may be added from time to time, upon the mutual agreement of the Parties in writing.
- 1.12 *"Software"* means the computer software and web services provided by M2B and operated by agents of the M2B Designated Realtor which monitors emails and interactions with websites including but not limited to the Listing Alert Website and which performs algorithmic operations to suggest next contact steps with respect to Leads.
- 1.13 *"Third Party Software/Service"* means software and/or services licensed from or provided by a third party whether provided by M2B, Broker or Customer.
- 1.14 *"Web"* means the "World Wide Web", a system for accessing and viewing text, graphics, sound and other media via the collection of computer networks known as the Internet.
- 1.15 *"Website"* means any point of presence maintained on the Internet or any other public data network. With respect to any Web Site maintained on the Web, such Website includes all HTML pages (or similar unit of information presented in any relevant data protocol).

2.0 SCOPE OF THE AGREEMENT.

- 2.1 Services. M2B agrees to provide Customer and Broker with the Lead Incubation Services as described on Schedule A, in accordance with the terms and conditions of this Agreement. No Services will be provided unless a referral agreement is active between the M2B Designated Realtor and the Broker with respect to any real estate transaction entered into by a Lead.
- 2.2 Transactions. Customer, Broker and M2B jointly acknowledge that the purpose of this Agreement is for M2B to provide the Services to facilitate Customer successfully concluding one or more real estate transactions with the Leads entered into the Services. M2B is the technology provider and REALTOR®s employed by the M2B Designated Realtor operate the software. Nothing herein shall make M2B or any agent of the M2B Designated Realtor with access to M2B data the procuring cause for any such transaction. No relationship shall be created, implied or inferred from the operation of M2B's Services with respect to a Lead by a REALTOR® employed by M2B's Designated Realtor. All such provision of Services is acknowledged to be strictly limited to that of supplementing the pre-existing relationship between the Lead and the Broker.

- 2.3 Customer Website. The URL address for access to the Services will be as designated by the parties from time to time. Customer warrants that if Customer directs M2B to make use of a specific URL that such URL address is located at a domain name registered to Customer or Broker. Customer may, upon not less than thirty (30) days prior written notice to M2B, request modification to such URL address, which change shall be implemented promptly by M2B.
- 2.4 Control of Customer Content. Customer shall have exclusive editorial and artistic control over the selection and use of Customer Content.
- 2.5 Delegation of Service Obligations. Customer acknowledges and agrees that M2B may delegate any obligations hereunder to subcontractors, provided that any such subcontractor with access to Customer's Confidential Information shall enter into written agreements with respect to nondisclosure and non-use of Customer's Confidential Information, with provisions no less restrictive than those established in Section 20 below.

3.0 CUSTOMER RESPONSIBILITIES.

- 3.1 Customer Content and Cooperation. To implement the Services M2B may require Customer Content and data, and Customer shall use its best efforts to promptly comply with M2B's requests with respect to such Customer Content and data. Customer shall be solely responsible for the adequacy, quality and accuracy of all Customer Content, information and data provided to M2B. Customer acknowledges and agrees that (a) to the extent M2B does not receive or is not allowed to access to requested Customer Content or data, M2B will not be able to perform its responsibilities hereunder; and (b) notwithstanding any other provision of this Agreement, to the extent M2B's failure or delay of performance of its responsibilities under this Agreement are caused by the failure to receive necessary Customer Content or data from Customer, M2B shall be excused from and not be subject to a penalty under any of the provisions for failure to perform under this Agreement.
- 3.2 Customer's Ongoing MLS Obligations: Customer covenants to maintain compliance with ongoing obligations which may be imposed from time to time by the MLS(s) of which it is a member. Customer will maintain at all times an agreement between itself and each such MLS as may be required by that MLS to allow for MLS data to be provided to the Customer or on the Customer's behalf to Leads or the general public. If the Customer is not in compliance with any such agreement or is notified by the MLS of potential non-compliance, Customer will immediately notify both M2B and M2B's Designated Realtor of such notification or non-compliance. Customer acknowledges that both M2B and M2B's Designated Realtor may have contractual arrangements with the Customer's MLS(s) which could be adversely affected by Customer's non-compliance, and Customer covenants to take such remedial actions as seem reasonable to M2B or M2B's Designated Realtor to eliminate and preclude a continuing state of non-compliance. M2B reserves the right to suspend the provision of Services to Customer during any period when the Customer is in non-compliance with the requisite MLS obligations and Customer hereby waives any claim for damages which may ensue due to such suspension of Services.
- 3.3 Broker's Ongoing MLS Obligations: Broker covenants to maintain compliance with ongoing obligations which may be imposed from time to time by the MLS(s) of which it is a member. Broker will maintain at all times an agreement between itself and each such MLS as may be

required by that MLS to allow for MLS data to be provided to the Broker or on the Broker's behalf to Leads or the general public. If the Broker is not in compliance with any such agreement or is notified by the MLS of potential non-compliance, Broker will immediately notify both M2B and M2B's Designated Realtor of such notification or non-compliance. Broker acknowledges that both M2B and M2B's Designated Realtor may have contractual arrangements with the Broker's MLS(s) which could be adversely affected by Broker's non-compliance, and Broker covenants to take such remedial actions as seem reasonable to eliminate and preclude a continuing state of non-compliance. M2B reserves the right to suspend the provision of Services to Broker during any period when the Broker is in non-compliance with the requisite MLS obligations and Broker hereby waives any claim for damages which may ensue due to such suspension of Services.

4.0 TERM AND TERMINATION.

4.1 Term. This Agreement shall remain in effect for a period of twelve months (12), commencing on the Effective Date, provided however, that this Agreement may be terminated as set forth in this Section 4.0. The termination of this Agreement shall not release either party from any accrued liability or obligation that remains to be performed or satisfied as of the date of such termination. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. This Agreement will automatically renew for successive periods of twelve months (12), unless terminated by either Party within ninety days (90) of the expiration of the then current term.

4.2 Effect of Termination. Upon termination or expiration of this Agreement, for any reason:

- (a) All rights and licenses granted to Customer and Broker hereunder shall immediately terminate and all such rights shall immediately revert back to M2B provided, however, that Customer shall continue to own all rights and licenses in the Customer Content hereunder;
- (b) Customer shall pay all outstanding fees up to the date of the effective date of termination or effective date of expiration of this Agreement including the termination fee;
- (c) Customer shall cease using the Services and Software; and unless governed by another in-force agreement, Broker shall cease using the Services and Software;
- (d) M2B shall destroy any Customer Content it possesses within thirty (30) days of termination and M2B shall keep any information or data collected in aggregate or for statistical purposes after termination; and
- (e) After the payment of all fees called for herein, M2B shall use commercially reasonable efforts to assist in the transfer of Customer's data to the computer system owned and operated by Customer and/or its designated third party contractor, provided, however, that any such services shall be provided at M2B's then prevailing rates.

4.3 Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the following Sections 2.2 (Transactions), 5 (Ownership), 10 (Limitations of Liability), 11 (Indemnities), 12 (Confidentiality), 16 (Non-Solicitation), and 18 (Miscellaneous).

5.0 OWNERSHIP

5.1 Customer Content. All Customer Content owned by Customer as of the Effective Date and all enhancements and derivative work, if any, of such materials, including United States and foreign patent, copyright, trade secret, and other intellectual property rights in such work product, shall remain the sole property of Customer. All such materials shall be destroyed or returned to Customer upon request in writing. Further, no such materials shall be destroyed or used in any manner by M2B, except as provided by this Agreement. Customer expressly reserves all rights to freely exploit such Customer Content without any obligation to M2B, whether or not prepared by M2B for Customer. M2B's modification of any materials or image or production of copies using any such materials or images shall create no right or title to, or interest in any of such Customer Content. M2B hereby assigns all of its rights or title to, and interest in, including copyright, any such modified materials or images to Customer and shall assist Customer, at Customer's written request and expense, in taking all steps necessary to register or confirm Customer's copyright, patent, or other intellectual property right.

5.2 M2B Software, Content and Services. All M2B Content owned by M2B as of the Effective Date and all enhancements and derivative work, if any, of such materials, including United States and foreign patent, copyright, trade secret, and other intellectual property rights in such work product, shall remain the sole property of M2B. Further, no such materials shall be destroyed or used in any manner by Customer or Broker, except as provided by this Agreement. All Software and Services provided by M2B to Customer and/or Broker are the sole and exclusive property of M2B and/or, to the best of its knowledge, its licensors and are owned by their respective owners as of the Effective Date together with (except as otherwise agreed in writing) all enhancements and derivative work, if any, of such materials, including United States and foreign patent, copyright, trade secret, and other intellectual property rights in such work product.

5.3 Customizations. Subject to Customer's rights in Customer Content, any customizations developed for Customer in connection with the Services, and all enhancements and derivative work, if any, thereof, including United States and foreign patent, copyright, trade secret, and other intellectual property rights therein shall be the sole and exclusive property of M2B. If Customer requests M2B to develop customizations in connection with this Agreement and M2B agrees to develop such customizations, the Parties shall agree in writing on the specifications of such customizations.

5.4 Copyright Notices. The Parties agree to reproduce copyright legends that may appear on any portion of the materials that may be owned by each Party or third parties.

6.0 PRICING/FEEES

- 6.1 Fees. Customer shall pay M2B for Services provided under this Agreement, in accordance with the fee schedules set forth in attached Schedule B.
- 6.2 Fee Increases. After the initial term of this Agreement, M2B reserves the right to increase fees for Services. Customer will be given notice at least ninety days (90) prior to such fee increases becoming effective.
- 6.3 Additional Products and Services. Fees for additional services not listed in Section 2 or on Schedule A shall be as mutually agreed in writing between Customer and M2B prior to performance.

7.0 INVOICES/TAXES/PAYMENT.

- 7.1 Invoices. M2B shall submit invoices to the address set forth in the Service Fee Schedule, Schedule B less the credits set forth in Schedule C. All invoices shall be due and payable ten (10) calendar days from the date of Customer's receipt. Invoices shall be transmitted by email. All overdue amounts shall bear interest at the rate of 5% per month. Costs of outside collection and related Customer charges shall be paid by Customer.
- 7.2 Credit Cards. Customer hereby consents for M2B to charge Customer's credit card (as defined in Schedule D and as may be modified by Customer with written notice to M2B) the amounts due pursuant to Section 7.1 above on or about the 12th (twelfth) day of each calendar month.
- 7.3 Suspension of Service for Nonpayment. If, after having been given fifteen (15) days written notice, Customer defaults in payment of any uncontested amount due or interest thereon, then M2B, many, in addition to any other rights or remedies at law or under this Agreement, in its sole discretion, suspend the provision of Services, until such failure is remedied. Customer acknowledges and agrees that M2B shall have no liability to Customer for the interruption of Services upon exercise of the rights established in this Section 7.3.

- 8.0 MUTUAL REPRESENTATIONS AND WARRANTIES:** Each Party represents and warrants the following: (a) the Party's execution, delivery and performance of this Agreement (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party; (b) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

9.0 REPRESENTATIONS AND WARRANTIES

- 9.1 M2B Warranties. M2B represents and warrants to Customer as follows: (a) M2B is in good standing in the state of its organization; (b) M2B shall secure or has secured all permits, licenses, regulatory approvals and registrations required to render the Services; ; (c) M2B shall, and shall be responsible for ensuring that M2B's representatives and subcontractors shall, perform all obligations of M2B under this Agreement in compliance with all laws, rules, regulations and other legal requirements; and (d) M2B has the full and unrestricted power and authority to make use of the Market2Buyers Software and Third Party Software to provide the Services. M2B further represents and warrants that, to its actual knowledge, as of the Effective Date, the license or use of the Market2Buyers Software does not infringe, misappropriate or otherwise violate any Intellectual Property Right. M2B shall use commercially reasonable efforts to ensure the availability of required Third Party Software for use in connection with Services, during the term of this Agreement, but makes no representations of any nature with respect to any such Third Party Software/Services so used or obtained.
- 9.2 Customer Warranties. Customer represents and warrants to M2B as follows: (a) Customer is in good standing in the state of its organization; (b) Customer shall secure or has secured all permits, licenses, regulatory approvals and registrations required to make use of the Services and to cause the same to be transmitted to Leads including but not limited to the agreement between Broker and Broker's respective MLS (s) granting Customer access to MLS data.
- 9.3 Broker Warranties. Broker represents and warrants to M2B as follows: (a) Broker is in good standing in the state of its organization; (b) Broker shall secure or has secured all permits, licenses, regulatory approvals and registrations required to make use of the Services and to cause the same to be transmitted to Leads including but not limited to the agreement between Broker and Broker's respective MLS (s) granting Broker access to MLS data; (c) Broker shall, and shall be responsible for ensuring that Broker's representatives shall, perform all obligations of Broker under this Agreement in compliance with all laws, rules, regulations and other legal requirements; and (d) Broker has the full and unrestricted power and authority to agree to the Transaction-based fees as set forth in this Agreement.
- 9.4 EXCLUSIONS. THE WARRANTIES STATED IN SECTIONS 9.1, 9.2, 9.3 AND 9.4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. M2B EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 10.0 LIMITATION OF LIABILITY.** NO PARTY SHALL BE LIABLE TO ANOTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, INCURRED BY SUCH PARTY OR ANY THIRD PARTY, IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR SOFTWARE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL M2B'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER IN THE PREVIOUS 12 MONTHS FROM THE

DATE OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12, OR THE MISAPPROPRIATION OR MISUSE OF PROPRIETARY INFORMATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

11.0 RELATIONSHIP OF THE PARTIES. The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties (or any of their subcontractors or representatives).

12.0 CONFIDENTIAL INFORMATION

12.1 Confidential Information Defined. The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever that: (a) a Party (“Discloser”) discloses, in writing, orally or visually, to another Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and that (b) relates to: (i) the Discloser, (ii) in the case of M2B, Customer, Broker and its customers and employees, or (iii) third-party vendors or licensors who have made confidential or proprietary information available to Customer or Broker. Information about Leads is, by definition, included in the term Confidential Information.

12.2 Nondisclosure and Nonuse. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that Confidential Information will not be disclosed, made available to, or used by, any person for any reason whatsoever, other than on a “need to know basis” to carry out the purposes for which Discloser disclosed such Confidential Information to Recipient and then only to: (a) its employees, officers and affiliates; (b) subcontractors, independent contractors, agents, consultants and other third parties specifically permitted under this Agreement, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section; (c) pursuant to the exceptions set forth in 15 USC 6802(e) and accompanying regulations which disclosures are made in the ordinary course of business; and (d) as required by law or as otherwise permitted by this Agreement. The restrictions set forth herein shall apply both during the Term and after the termination of this Agreement. Prior to any disclosure of Confidential Information as required by law, the Recipient shall: (i) notify the Discloser of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.

12.3 Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the request of a Disclosing Party, the Recipient shall return all the Discloser's Confidential Information, in the possession of the Recipient or in the possession of any third party over which Recipient has or may exercise control.

12.4 Exceptions. The obligations of confidentiality in this Section shall not apply to any information which a Party rightfully has in its possession when disclosed to it by another Party, information

which a Party independently develops, information which is or becomes known to the public other than by breach of this Section or information rightfully received by a Party from a third party without the obligation of confidentiality.

- 13.0 ASSIGNMENT.** Neither this Agreement, nor any right or obligation hereunder is assignable in whole or in part, whether by operation of law or otherwise, by Customer or Broker without the express written consent of M2B, which consent shall be at the sole discretion of M2B. Customer and Broker acknowledges that M2B may assign this Agreement to any entity which acquires from M2B or the ownership of, or exclusive license rights to the Services or Software, or to any corporation or other business entity which controls, is controlled by, or is under common control with M2B or to any corporation or business entity resulting from the merger or consolidation with or reorganization of M2B.
- 14.0 PUBLICITY.** Either Party may announce or disclose to any third party, in any manner or medium, directly or indirectly, the general nature this Agreement for any reason, including but not limited to advertising, publicity, promotional or other public relations purposes. By way of example only, M2B may hyperlink to, display, and use for marketing purposes Customer's Web Site.
- 15.0 NON-EXCLUSIVE NATURE OF AGREEMENT.** Customer acknowledges that M2B is in the business of providing computer and information technology services, and may provide services to third parties similar to the Services. Subject to M2B's confidentiality obligations pursuant to Section 9, M2B retains the right and shall not be precluded from using any ideas, concept, methods, processes, know-how, organization, techniques or any software (including the Software) in providing any services to third parties.
- 16.0 NON-SOLICITATION:** M2B will not solicit any Lead provided by Customer or Broker with respect to the provision of any real estate services by any party other than Broker.
- 17.0 FORCE MAJEURE.** No party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event. Without limiting the foregoing, Customer acknowledges and agrees that M2B shall not be liable for loss of service, access, or data, related to or resulting from changes in the infrastructure or traffic capabilities, failure or breakdown of the Internet, the World Wide Web, any related telecommunications equipment or systems, or any computer hardware or software.
- 18.0 MISCELLANEOUS**
- 18.1 Governing Law.** This Agreement shall be governed by the internal laws, and not by the laws regarding conflicts of laws, of the State of Florida. Each Party hereby submits to the exclusive jurisdiction of the courts of such state, and waives any objection to venue with respect to actions brought in such courts.
- 18.2 Injunctive Relief.** Both parties acknowledge that the disclosure of any aspect of the Confidential Information of the other party shall immediately give rise to continuing irreparable injury to the non-disclosing party inadequately compensable in damages at law and without prejudice to any

other remedy available to the non-disclosing party, and shall entitle the non-disclosing party to obtain injunctive relief.

- 18.3 Dispute Resolution. Subject to the parties' rights to seek extraordinary relief pursuant to Section 18.2, all disputes arising between the parties in connection with this Agreement shall be resolved exclusively by binding arbitration in Florida in accordance with the then-prevailing rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Collier County, Florida.
- 18.4 Attorneys Fees. If any action or proceeding is commenced to enforce this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.
- 18.5 Headings. Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.
- 18.6 Waivers. No delay, failure or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.
- 18.7 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 18.8 Amendments. No amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.
- 18.9 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument.
- 18.10 Remedies. The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity. In arbitration a Party may seek any remedy generally available under the governing law.
- 18.12 Construction. Notwithstanding the general rules of construction, both Customer and M2B acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- 18.13 Notices. All notices or other communications required under this Agreement shall be given to the Parties in writing to the applicable addresses set forth on the signature page, or to such

other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows: (a) by first class, registered or certified United States mail, return receipt requested and postage prepaid, (b) over-night express courier or (c) by hand delivery to such addresses. Such notices shall be deemed to have been duly given either five Business Days after the date of mailing as described above or one Business Day after being received by an express courier during business hours.

- 18.14 Consents. Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed, unless expressly provided otherwise.
- 18.15 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Except as expressly set forth in this Agreement and with the exception of the affiliates of Customer, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.
- 18.16 Entire Agreement and Attachments. This Agreement is the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby. The attached Schedules shall be deemed to be a part of this Agreement as though such provisions had been set forth in full in this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

MARKET2BUYERS, LLC:

By: Michael Lissack, Manager Signature Date: _____

Address for Notices: Market2Buyers, LLC, Attn: Michael Lissack, 3411 Tamiami Trail North, Naples, FL 34103 -- Telephone:239.254.9648 Facsimile: 305-513-5658 Email: lissack@lissack.com

Broker:

By: _____ Title: _____

Signature Date: _____

Address for Notices:

Customer:

By: _____

Signature Date: _____

Address for Notices:

Telephone: _____

Cell Phone: _____

Email: _____

Schedule A -- SERVICES

M2B's Lead Incubation services include:

- A) Setting up email correspondence on behalf of Customer with each Lead originated by Customer
- B) Setting up Listing Alerts on behalf of Customer with each Lead originated by Customer
- C) Setting up Listing Alert Accounts with each Lead originated by Customer
- D) Providing Customer with a web site to be used by the Customer's Leads in performing real estate searches
- E) Providing interactive email messages on behalf of Customer with each Lead originated by Customer in response to market changes and/or Lead interactions
- F) Providing map based responses to each Lead whenever a Lead indicates interest in or saves a listing
- G) Monitoring all interactions each Lead has with above emails, Listing Alerts, and Listing Alert accounts and using the results of such monitoring to notify Customer (and/or Customer's designated representatives) of required further actions which M2B believes are needed with the Lead (including phone calls and personalized mail) and handling that portion of such further actions as agreed from time to time with the Customer

Schedule B -- FEES

- 1. Set-up Fees: \$ 299 per Customer
- 2. Training and Custom Integration Services: \$150 per hour plus associated travel expenses
- 3. Transaction-based Fees: \$25 per closing for record keeping
- 4. Monthly Fees: \$200 per Customer Seat (each seat includes the first 200 Listing Alert Accounts (Leads who receive listing alert notifications) plus 1 per month (or portion thereof) for each Listing Alert Account above 200
- 5. Termination Fees: Upon termination of this Agreement, Customer will immediately owe a Termination Fee equal to the prior month's fees

Schedule C -- CREDITS

M2B Designated Realtor Credits

- 1. Pursuant to the Master Referral Fee Agreement between Broker and the M2B Designated Realtor, Broker will pay a 20% referral fee with respect to all commissions received by Broker from any real estate transactions entered into by clients or customers of said broker who have been entered into the M2B system for Lead Incubation.
- 2. Upon receipt by the M2B Designated Realtor of each such referral fee, M2B shall credit to the account of the Customer three months fees as per paragraph number 4 of Schedule B above not to exceed 50% of the amount so received by the M2B Designated Realtor.
- 3. For each Customer referred to M2B by an existing Customer, the referring Customer shall receive a credit equal to one month's fees as per paragraph number 4 of Schedule B above.
- 4. The sum of the above credits will not exceed the Fees owed to M2B by each such Customer.

Schedule D – Credit Card Information

Customer hereby authorizes Market2Buyers LLC to charge the following credit card each month for invoices submitted to Customer pursuant to this agreement. The initial invoice shall be for the set-up fee and the first month.

Customer:

Billing Address:

City/State/Zip:

Daytime Phone

Evening Phone:

Email Contact:

Card Type: (check one)

VISA _____ MASTERCARD _____ American Express _____

Card Number: _____

Name Listed On Credit Card: _____

Expiration date: _____

Four Digit Security Code: _____ (3 digits for AMEX)

Signature: _____ Date: _____

Schedule E – MLS Information

Customer hereby authorizes Downing Frye Realty Inc and Market2Buyers LLC to send MLS information to Leads on Customer's behalf pursuant to this agreement.

Customer:

Address:

City/State/Zip:

Daytime Phone

Evening Phone:

Email Contact:

MLS Membership:

I am a member of _____ MLS

MLS Number: _____

MLS Password: _____

Signature: _____ Date: _____

Approved by:

Broker Signature: _____ Date: _____