

Real Estate Agent Terms and Conditions (“T&C”)

WHEREAS, Supplier is in the business of helping homeowners protect their homes and their budgets with comprehensive coverage for home warranty programs;

WHEREAS, Real Estate Agent wishes to refer clients to Supplier for Products in New Jersey; and

WHEREAS, Supplier wishes to engage Real Estate Agent as an independent sales representative to solicit orders for the Products in New Jersey, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment as Real Estate Agent

Supplier hereby appoints Real Estate Agent, and Real Estate Agent accepts such appointment, to act as a non-exclusive independent sales representative of Products (“Products” are identified in Schedule 1, as Supplier may amend in its sole discretion from time to time) to Customers (“Customer” means a prospective customer that has acquired a Product through the sales efforts of Real Estate Agent under these T&C utilizing Real Estate Agent’s unique offer code assigned by Supplier). Supplier may in its sole discretion directly, through a different sales representative using their own unique offer code, or through an unaffiliated third party, sell Products to any other prospective customer.

2. Status as Independent Contractor

Real Estate Agent is an independent contractor pursuant to these T&C. These T&C are not intended to create, and shall not be construed to create, a relationship of partnership, agency, joint venture, an association of profit, or an employee/employer relationship between Supplier and Real Estate Agent.

Supplier has no right or obligation to supervise the day-to-day conduct of Real Estate Agent. Real Estate Agent has sole control of the manner and means of performing under these T&C. Real Estate Agent is solely responsible for any and all costs or expenses including travel and administrative costs that they may incur in the performance of its obligations hereunder, as well as any and all taxes and fees associated with doing business as an independent contractor.

3. Real Estate Agent Obligations

3.1 Real Estate Agent shall at their own expense market the Products utilizing Supplier approved marketing, and consistent with good business practices, in each case using their best efforts to maximize Product sales volume in New Jersey;

3.2 Real Estate Agent shall meet all regulatory and legal requirements specific to their industry (for example, if Real Estate Agent is required to disclose that they receive a credit, rebate, or profit).

3.3 Real Estate Agent shall comply with any and all applicable Federal, state or local statutes and laws, and all ordinances, rules and regulations promulgated thereunder; as well as all codes of ethics or standards of practices to which Real Estate Agent is subject. Real Estate Agent shall hold Supplier harmless for any violation of Sections 3.2 or 3.3.

3.4 Prohibited Acts. Notwithstanding anything to the contrary in these T&C, Real Estate Agent shall not directly or indirectly:

(i) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments to any prospective customer with respect to the Products, which representations, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in these T&C or any online or written documentation made available from Supplier to Customer;

(ii) engage in any unfair, anti-competitive, misleading, or deceptive practices respecting the Products, Supplier or any third party, including product disparagement and any trade libel of Supplier or any third party including any customer or competitor;

(iii) sell, market, advertise, promote, solicit the sale of, or offer to sell any goods that compete with the products of Supplier, except to the extent this restriction is prohibited by applicable law, and whether a product or product line is deemed to compete with the products of Supplier is solely determined at the discretion of Supplier.

3.5 Real Estate Agent's rights and obligations under these T&C shall not be assigned, subcontracted or transferred, by operation of law or otherwise, without the prior written consent of Supplier, and any purported assignment in conflict with this sentence shall be null and void. Supplier may assign these T&C at any time to any affiliate upon prior written notice to Real Estate Agent.

4. Supplier Obligations.

During the Term, Supplier shall:

(a) provide marketing and promotional materials that Real Estate Agent can download to aid in making sales; and

(b) provide each Real Estate Agent their own unique identifier in the form of an offer code that Real Estate Agent can supply to prospective customers so that Real Estate Agent can be credited with Customer sales; and

- (c) provide Real Estate Agents with tracking reports of their sales on an “as requested” basis, but no more than once every thirty days; and
- (d) approve or reject, in its reasonable discretion, any promotional information or material submitted by Real Estate Agent for Supplier's approval within ten business days of receipt.

5. Customer Contracts

5.1 Solicitation of Customer. All orders solicited by Real Estate Agent are subject to acceptance, rejection, or modification by Supplier. Real Estate Agent shall have no authority to enter into any Contract (binding agreement between Customer and Supplier) on behalf of Supplier or to otherwise bind Supplier to sell or deliver any Products to any Customer. Real Estate Agent shall direct all prospective customers to enroll on Homesential.com using the Real Estate Agent's unique offer code.

5.2 Supplier's Discretion to Accept or Reject Customer orders. Supplier reserves the right, in its sole discretion, to:

- (a) accept, decline to accept, or negotiate directly with the prospective customer;
- (b) cancel, terminate, or negotiate directly with the Customer to modify any Contract previously accepted by Supplier; or
- (c) negotiate any terms and conditions of the Contract with Customer, including modifying Product features and quantities, and the purchase price, delivery, or payment terms.

6. Credits

6.1 Real Estate Agent shall earn Credit as defined in the attached Exhibit A upon each Completed Sale (as defined herein) of Products in New Jersey. A Completed Sale shall occur when a Customer accepts the terms and conditions and otherwise successfully completes enrollment in the Homesential program utilizing the Real Estate Agents unique offer code, and pays Supplier for the Contract, subject to these T&C.

6.2 Real Estate Agent shall provide Supplier with a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) prior to any Credits being assigned to Real Estate Agent.

6.3 This link www.homesential.com/become-an-affiliate-partner/realestate provides the details for the credit structure.

6.4 Credits will be issued upon customers successful enrollment in a Homesential plan using the Real Estate Agent's unique offer code assigned by Supplier. Real Estate Agent can use the Credits to order items for customers from www.homesential.com/closinggifts. One Credit is valued as One US Dollar (\$1.00).

6.5 Credits are earned by Real Estate Agent only when Supplier actually receives unconditional payment from Customer under the corresponding Contract. In the event of any cancellation by Customer prior to the one-year anniversary of any Completed Sale, Supplier may equitably adjust Real Estate Agent's Credit related to that Customer.

6.6 Real Estate Agent shall notify Supplier in writing of any dispute regarding any Credit and/or tracking report from Supplier (along with substantiating documentation and a reasonably detailed description of the dispute) within ten business days from the Real Estate Agent's receipt of such Credit or tracking report. Real Estate Agent will be deemed to have accepted and agreed with all Credits and/or tracking reports for which Supplier does not receive timely notification of disputes. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

7. Marketing Right Only. Real Estate Agent is authorized to market the Products only in the form authorized by Supplier to Real Estate Agent.

8. Confidentiality.

Real Estate Agent will be bound by Supplier's Privacy Policy found here:
<https://www.homesential.com/privacy-policy/>

9. Limitation of Liability.

NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THESE T&C, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL SUPPLIER OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE T&C, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Severability. In the event that any one or more of the provisions of these T&C shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Choice of Law. These T&C shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to its conflict-of-laws rules.

EXHIBIT A: CREDIT STRUCTURE

1. All Credits will be issued commensurate with Section 6 of the Real Estate Agent Terms and Conditions.
2. Sale Credit: A Sale Credit will be issued for each Completed Sale. For each coverage option a Customer purchases using the Real Estate Agent's unique offer code assigned by Supplier, 50 Sales Credit will be earned. For example, if a single Customer purchases a single coverage package, the Sale Credit earned for that sale would be 50 credits; if the Customer purchases a two-coverage package, 100 Sale Credits would be earned; and if the Customer purchases a three-coverage package, 150 Sale Credits would earned.