True Realty Services Inc 2633 McKinney Ave. #130-154 Dallas, TX 75204 Phone: 214-714-5834

Fax: 214-279-0130

****Please initial each page, sign, and fax agreement to 214-279-0130. Email the password you would like for your email account to davidwetters@apartmentmax.com and we will reply back with the service manual to get you started.****

"New Sponsorship Agreement"

- 1. Confirmation of Eligibility. You hereby assert, represent, and warrant that you A) are responsible for maintaining an active license including all continuing education required by the Texas Real Estate Commission (TREC); B) must notify True Realty Services Inc immediately if the status of your license should change at any time in the future while in this agreement; C) can't take your first lead until all paperwork for transferring your license under True Realty Services Inc has been submitted to TREC; E) shall not service leads if individual contractor's license falls inactive or is transferred to another brokerage firm; D) are responsible for obtaining the state-required automobile liability insurance; E) understand that all monies for commissions, bonuses, leases, sales, etc., regardless if you hold a TREC brokers license, must be deposited to True Realty Services Inc; and F) It is the responsibility of the Independent Contractor to notify True Realty Services Inc in writing of any changes in their address.
- 2. Pay Procedure for Commissions. For the ApartmentMAX service and True Rents service, checks are released to Independent Contractor no later than five business days after True Realty Services Inc collects on invoices. Independent Contractor receives 70% of net revenue total revenue [all monies including gift checks/bonuses]. On the checks sent to independent contractors, the invoice numbers will be on the memo line of the checks so the independent contractor will know what leases have been paid. For the Builder Rep Realty service, payment will happen upon closing and funding of the transaction with the title company. The CDA will reflect the amount of your commission depending upon if changes are made at the time of closing.
- 3. Use of Service. You agree (a) to respond to requests from Users in a timely manner and to report the outcome to True Realty Services Inc if requested; (b) to treat information about Users as confidential and to not disclose User requests or information to others except for the purposes of serving the lead; (c) to not take any action that may undermine the integrity of any True Realty Services Inc User feedback system; (d) to allow True Realty Services Inc to present your name and phone number on our website and in our advertisements for contact purposes; (e) to not solicit or entice other True Realty Services Inc independent contractors to join another real estate company; (f) to allow True Realty Services Inc to audit any books, communication, and/or records concerning the generated leads.
- 4. No Solicitation. The information and materials found on our sites ApartmentMAX.com, TrueRents.com, and BuilderRepRealty.com are not an offer to sell or a solicitation of an offer to buy any real estate. All real estate information and materials on our site, as well as reference materials or links to other services, are for general educational, informational, and research purposes only, and are not intended to be relied upon for transactional or other purposes.
- 5. Indemnification. You agree to defend, indemnify, and hold harmless True Realty Services Inc and its affiliates, all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, and

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the Users from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising out of or in connection with any claim, suit, action, or other proceeding brought against True Realty Services Inc or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: your provision of services to any third party, regardless of whether or not they are Users using the Service; The provisions of this Section shall survive the termination of this Agreement or your termination or suspension from True Realty Services Inc.

- 6. Governing Law. This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of Texas, as applied to agreements entered into and completely performed in Texas. Any action to enforce this Agreement will be brought in the courts presiding in Texas, and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. This Service is controlled and operated by True Realty Services Inc from its offices within the United States.
- 7. Term and Termination. This Agreement will take effect at the time when you have signed and dated this Agreement. You may terminate this Agreement at any time upon 2 weeks written notice. True Realty Services Inc may terminate this Agreement at any time immediately upon written notice. Furthermore, True Realty Services Inc may terminate this Agreement immediately for any breach by you of this Agreement or any policy of True Realty Services Inc, as such breach is determined in the sole discretion of True Realty Services Inc. In the event this agreement terminates, you agree that you will not, for a period of one year, contact in any way, any lead source developed, utilized or introduced to you from any lead generation agreement with True Realty Services Inc. Furthermore, you agree to update all records on all leads and email those leads back to True Realty Services Inc within 3 days of termination, delete all company letters, training, and marketing materials from your computer(s) and records, and to continue to follow up on all outstanding invoices and update True Realty Services Inc in writing of any changes in your address.
- 8. Waiver. Failure to insist on strict performance of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by True Realty Services Inc of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.
- 9. No Assignment. You agree not to assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of True Realty Services Inc. Any purported transfer, assignment or delegation by you without the appropriate prior written approval will be null and void and of no force or effect.
- 10. Admissibility. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 11. Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.
- 12. No Relationship With True Realty Services Inc. The relationship between True Realty Services Inc and you shall be that of independent contractors and no joint venture, partnership, employment, or agency relationship exists between you and True Realty Services Inc as a result

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of this Agreement or your utilization of this Service. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. You are authorized to present yourself with True Realty Services Inc in association with the: ApartmentMAX service, Builder Rep Realty service, or True Rents service. You are considered an Independent Contractor; therefore you are responsible for all obligations imposed by the Internal Revenue Service.

- 13. Survival. The obligations of the parties under this Agreement which by their nature would continue beyond the termination, cancellation or expiration hereof, will survive the termination, cancellation or expiration of this Agreement for any reason.
- 14. Damages. For fraud damages you will be liable for any attorneys' fees and costs if we have to take any legal action (including the retention of a lawyer) to enforce this Agreement and furthermore, you agree to pay ten (10) times the damages for any fraud damages.
- 15. Submissions. From time to time, you will create original works (pictures and writings of real estate) for True Realty Services Inc. The copyrights to your works are exclusively assigned to True Realty Services Inc upon submission and True Realty Services Inc grants you a license to use that work for any purposes for 100 years. You further acknowledge that you are responsible for the originally and reliability of the works you submit.
- 16. Confidential Information. This Agreement imposes obligations on you with respect to any portion of Information disclosed by True Realty Services Inc which describes our trade secrets, confidential, and proprietary information (hereinafter collectively "Information") pertaining to our methods of operating and advertising including the use of our technology and business processes. The provisions of confidential information shall not apply to that part of the Information which you are clearly able to demonstrate: (a) was in the public domain at the time of disclosure: (b) later became part of the public domain through no act or omission of yourself, your employees, agents, successors or assigns; (c) was lawfully disclosed to you by a third party having the right to disclose it; (d) was already known by you at the time of disclosure; or (e) was independently developed by you without reference to Information. Confidential Information shall not be deemed to be available to the public or be in your possession merely because it: (a) includes information that falls within an area of general knowledge available to the public or to you (i.e. it does not include the specific Information provided by True Realty Services Inc); or (b) can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or you, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance. The disclosure of Confidential Information by True Realty Services Inc is in strictest confidence and thus you will: (a) not disclose the Information to any other person except employees who are using the Information for purposes expressly permitted and agree to maintain these confidential obligations; (b) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information, but always at least a reasonable degree of care; (c) use the Information only for the purpose of servicing the leads provided by True Realty Services Inc; and (d) not use the information to duplicate the service in full or in part.
- 17. Use of Copyrights and Service Marks. True Realty Services Inc owns the copyright, title, service marks and all other related rights in and to the symbols, letters, and marks use to represent the services of True Realty Services Inc and hereby grants you permission to copy and incorporate the copyright work and service marks, in whole or in part, for only the purpose of fulfilling this agreement while under contract with True Realty Services Inc.
- 18. Fair Housing Acknowledgement. According to the Fair Housing Amendment Act of 1988, families and handicapped persons are treated as a protected class. Independent Contractor can never refer to race, color, national origin, sex, handicap, or familial status as a factor or

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preference when recommending properties. Independent contractor can't ask questions nor refer to race, color, national origin, sex, handicap, or familial status. Senior housing properties are the only ones that can discriminate against children. Handicap people can live anywhere and have the right to make reasonable modifications to the property at their expense to accommodate their handicap.

19. Entire Agreement. This Agreement represents the entire agreement between you and True Realty Services Inc with respect to your use of and participation in the Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and True Realty Services Inc with respect to your use and participation in the Service. Upon signing this contract, I have read and understand the above stated agreement and accept these terms.

Independent Contractor Signature
Date
Independent Contractor Name
SSN
Area Code and Phone Number
Address
City, State, and Zip
True Realty Services Inc. Signature
Date