

**True Realty Services Inc
2633 McKinney Ave. #130-154
Dallas, TX 75204**

INDEPENDENT CONTRACTOR RECRUITER AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the _____ day of _____, _____, (the "Effective Date") by and between True Realty Services Inc, ("TRS"), and _____, Recruiter, ("Recruiter"), each individually referred to as a "party" and collectively referred to as the "parties."

WHEREAS, TRS desires to utilize Recruiter to furnish certain referral services, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants 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. SERVICES/ACCOUNTABILITIES: TRS hereby engages the Recruiter on a non-exclusive basis during the Term (as defined below) performing such referring services as TRS authorizes in email memorandums. TRS acknowledges that Recruiter's Services shall be performed at such times as are convenient to Recruiter, provided that Recruiter agrees to hold itself reasonably available to render the Services contemplated herein.

Recruiter shall devote its best efforts to the performance of the Services and shall protect and promote the interests of TRS. Recruiter shall cooperate in any reasonable manner whatsoever with TRS in connection with the performance of the Services.

2. TERM: The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"), and thereafter shall be automatically renewed for successive one-year periods under like terms and conditions ("Renewal Term") unless terminated in accordance with the terms hereof. (The Initial Term and all Renewal Terms, if any, shall hereinafter be referred to collectively as the "Term").

3. INDEPENDENT CONTRACTOR: Recruiter represents and warrants that its relationship to TRS and its various parent, subsidiary and affiliated corporations hereunder shall be that of an independent contractor and not an employee of TRS for any purpose whatsoever. Recruiter shall have sole control of the manner and means of performing its work, and TRS is interested only in the results Recruiter obtains. Recruiter does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon TRS, its parent, subsidiary or affiliated companies, unless TRS or any of the foregoing companies shall consent thereto in writing.

4. COMPENSATION:

- a) In consideration of the full and faithful performance by Recruiter of all of his obligations hereunder, TRS shall pay Recruiter:

_____ when a referred party enters into an agreement with TRS.

Such amount shall be due and payable within 3 days after monies received for first commission earned by agent.

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_____ of received compensation earned by TRS from the referred party for
_____ from the time that the referral party entered into an agreement with TRS.

Received compensation is considered the monies received after a split or the whole per lead fee after monies are earned. Such amount shall be due and payable on or before the last day of each month during the Term.

b) TRS shall reimburse Recruiter for any reasonable and necessary expenses ("Expenses") actually incurred by Recruiter in the performance of the Services hereunder, subject to TRS's then current policies regarding such reimbursement, provided that any and all such Expenses are approved in advance by TRS and only upon receipt of adequate supporting documentation. Such Expenses shall be reimbursed within fifteen (15) business days following submission to and approval by TRS.

5. TERMINATION: Either party, in its sole discretion, may terminate this Agreement upon written notice to the other party at any time with or without cause, provided that TRS's only remaining obligation hereunder shall be to pay Recruiter compensation and/or reimbursement expenses, as applicable then due and accrued but not yet paid from performed services.

6. OTHER COVENANTS OF RECRUITER. In order to induce TRS to enter into this Agreement, Recruiter hereby agrees as follows, as of the Effective Date:

(a) CONFIDENTIALITY. Recruiter acknowledges that by reason of its relationship with and service to TRS, it has had and will have access to confidential information relating to operations and technology and know-how which have been developed by TRS and its affiliates, including, without limitation, information and knowledge pertaining to lead productions and performances, public relations and marketing, products and their design and manufacture, methods of operation, sales and profit data, customer and supplier lists and relationships between TRS and its affiliates and their respective customers, suppliers and others who have business dealings with it, other information not readily available to the public, and plans for future developments relating thereto. In recognition of the foregoing, during the Term and at all times thereafter, Recruiter will maintain the confidentiality of all such information and other matters of TRS and its affiliates known to Recruiter which are otherwise not in the public domain and will not disclose any such information to any person outside the organization of TRS, wherever located, except as required by law or with TRS Board of Directors' prior written authorization and consent.

(b) RECORDS. All papers, books and records of every kind and description relating to the business and affairs of TRS, or any its of affiliates, whether or not prepared by TRS, other than personal notes prepared by or at the direction of TRS, shall be the sole and exclusive property of TRS, and Recruiter shall be allowed to view them any time upon request.

(c) NON-COMPETITION. Recruiter hereby agrees with TRS that during the Term and for a period of one (1) year following the date of termination or non-renewal, it shall not: (i) provide Services or any other services to any person or entity engaged in the business of lead generation other than TRS or any parent, subsidiary or affiliated company thereof; (ii) actively solicit any employee or agent of TRS or any of its subsidiaries or affiliates to leave the employment or engagement thereof; and (iii) induce or attempt to induce any customer, supplier, licensee or other individual, corporation or other organization having a business relation with TRS or its subsidiaries or affiliates to cease doing business with TRS or its subsidiaries or in any way interfere with the relationship between any such customer, supplier, licensee or other person and TRS or its subsidiaries or affiliates.

(d) WORKS. Recruiter hereby acknowledges that all duties performed hereunder were specifically ordered or commissioned by TRS ("Work"); that the Work constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976; that TRS is

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and shall be the author of said work-made-for-hire and the owner of all rights in and to the Work throughout the universe, in perpetuity and in all languages, for all now known or hereafter existing uses, media and forms, including, without limitation, the copyrights therein and thereto throughout the universe for the initial term and any and all extensions and renewals thereof; and that TRS shall have the right to make such changes therein and such uses thereof as it may deem necessary or desirable. "Works" shall include, but not be limited to all material and information created by Recruiter in the course of or as a result of Recruiter's engagement with TRS which is fixed in a tangible medium of expression, including, but not limited to, notes, drawings, memoranda, correspondence, documents, records, notebooks, flow charts, computer programs and source and object codes, regardless of the medium in which they are fixed. To the extent that the Work is not recognized as a work-made-for-hire, Recruiter hereby assigns, transfers and conveys to TRS, without reservation, all of Recruiter's right, title and interest throughout the universe in perpetuity in the Work, including, without limitation, all rights of copyright and copyright renewal in said Work or any part thereof. Recruiter will take whatever steps and do whatever acts TRS requests, including, but not limited to, placement of the TRS's proper copyright notice on such Works to secure or aid in securing copyright protection and will assist TRS or its nominees in filing applications to register claims of copyright in such works. Recruiter will not reproduce, distribute, display publicly, or perform publicly, alone or in combination with any data processing or network system, any Works of TRS without the written permission from TRS.

(e) ENFORCEMENT. Recruiter agrees and warrants that the covenants contained herein are reasonable, that valid considerations has been and will be received therefor and that the agreements set forth herein are the result of arms-length negotiations between the parties hereto. Recruiter recognizes that the provisions of this Section 6 are vitally important to the continuing welfare of TRS, and its affiliates, and that money damages constitute a totally inadequate remedy for any violation thereof. Accordingly, in the event of any such violation by Recruiter, in addition to any other remedies they may have, TRS and its subsidiaries and affiliates shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by Recruiter in violation of this agreement.

7. APPROVAL AND CONTROLS: TRS shall have the sole and absolute control, approval and discretion over the design, colors, presentation, depiction and exhibition of TRS's characters and intellectual properties that are created or relate in any way to the Services. Moreover, TRS reserves all rights to the trade names and trademarks and to any other commercial symbols that it may adopt or use that are created or related in any way to the Services.

8. NOTICES: Any notices are to be sent by email.

9. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas governing contracts entered into and to be fully performed therein.

10. SEVERABILITY: In the event that any provision or portion of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

11. NAME AND LIKENESS: TRS and its licensees and/or assignees shall have the exclusive and perpetual right, but not the obligation, to use and license the use of Recruiter's name, photograph, likeness and other biographical data ("Name and Likeness") for the purpose of advertising, marketing, promoting, publicizing and exploiting any matter related to the Services performed hereunder with Recruiter's permission, which shall not be unreasonably withheld.

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(a) Recruiter shall hold TRS, its parent, subsidiary and affiliate companies and their respective directors, officers, employees, independent contractors, licensees, successors, assigns and agents of the foregoing, harmless from and against all claims, liabilities, damages, costs and attorneys' fees arising from: (1) any negligent or intentional acts by Recruiter; or (2) any breach or alleged breach by Recruiter of any representation, warranty or agreement made by Recruiter hereunder.

(b) TRS shall hold Recruiter harmless from and against all claims, liabilities, damages, costs and attorneys' fees arising solely from (1) any negligent or intentional acts by TRS; or (2) any breach or alleged breach by TRS of any representation, warranty or agreement made by TRS hereunder.

13. REMEDIES: The waiver by either party of any breach hereof shall not be deemed a waiver of any prior or subsequent breach hereof. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

14. INTEGRATION: This Agreement contains the complete understanding existing between the parties on the subjects covered and supersedes any previous written or verbal understandings with respect thereto. This Agreement may not be amended except by a writing signed by Recruiter and TRS.

15. ASSIGNMENT: This Agreement is not assignable or delegable, in whole or in part, by Recruiter. TRS may assign this Agreement in whole or in part, without limitation or restriction. This Agreement shall insure to the benefit of TRS, its successors, assignees, licensees and grantees and associated, affiliated and subsidiary companies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Recruiter

True Realty Services Inc

By:

By:

Name _____

Name _____

Date _____

Date _____

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