

SEEKING AGENTS SERVICE AGREEMENT

This SEEKING AGENTS SERVICE AGREEMENT (this “**Agreement**”) is made as of the Effective Date (as defined below), by and between SEEKING AGENTS, LLC, an Arizona limited liability company (“**Seeking Agents**”) and the party agreeing to these terms and conditions by clicking or checking the I AGREE check box pertaining to this Agreement on the Seeking Agents website (“**Customer**”). This Agreement is effective as of the date Customer clicks or checks such I AGREE check box (the “**Effective Date**”). Seeking Agents and Customer are sometimes referred to as the “**Parties**” and each individually as a “**Party**”.

RECITALS

- A.** Seeking Agents has developed and operates an Internet website located at www.SeekingAgents.com (the “**Site**”), and operates on the Site an online, Web-based software service (the “**Service**”) which enables home buyers and home sellers to submit their home search criteria. Real estate agents can then review these criteria and compete to earn the buyer’s and/or seller’s business. The platform also facilitates direct connections between home buyers and home sellers and real estate agents, enhancing the home-buying and home-selling experience for both parties.
- B.** Customer desires to subscribe to and use the Service.

Therefore, the Parties agree as follows with the intent to be legally bound.

AGREEMENT

- 1. License of Software.** Customer hereby subscribes to the Service. In connection with Customer’s subscription, Customer agrees to perform Customer’s obligations described in this Agreement. Customer agrees to use, and Seeking Agents agrees to provide, the Service under the terms and subject to the conditions in this Agreement. As used herein, the term “**Service**” expressly includes, without limitation, (a) the Site, (b) the Seeking Agents software applications (including, without limitation, all source and object code related thereto), (c) all documentation related to the Site and such software applications (including, without limitation, all operator and user manuals, training materials, guides, listings, drawings, reports, descriptions, and specifications describing the performance, functionality, operation and use of such applications), and (d) all content provided on and delivered through the Site and such software applications.
- 2. License Grant; Use of Software.**
 - (a) License. Seeking Agents grants to Customer a non-exclusive, non-transferable, non-assignable, nonsublicensable, revocable, limited right and license to access and use of the Service during the Term (as defined below) solely for the purposes of (i) for residential home buyers and home sellers, identifying and connecting with real estate brokers and (ii) for real estate brokers, identifying and connecting with home buyers and home sellers. Subject to the limited rights expressly granted hereunder, Seeking Agents reserves all right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.
 - (b) Customer Responsibilities and Obligations.
 - (i) Customer is solely responsible for (A) all activities occurring under Customer’s account; (B) maintaining the confidentiality of Customer’s account and password and creating secure passwords; (C) the content of all data submitted by Customer to and through the Service; (D) setting and modifying Customer’s profile and preferences for the Service; and (E) for real estate broker Customers, the use of the Service by Customer’s employees.
 - (ii) Customer shall (A) prevent unauthorized access to, or use of, the Service, and will notify Seeking Agents promptly of any unauthorized use Customer becomes aware of; and (B) comply with all applicable local, state, federal and foreign laws, treaties and regulations in using the Service, and

other laws and regulations governing data privacy, international communications, and transmission of technical or personal data) (collectively, “**Laws**”).

Service

(iii) Customer shall use the Service solely for the purposes permitted pursuant to Section 2(a) above. Except as expressly set forth in this Agreement, Customer shall not (A) make the Service available to any third party; (B) share Customer’s account password and login credentials with any third party; (C) use, or attempt to use, any content obtained through the Service for any commercial purpose, or share such content with any third party; (D) send spam or similar unsolicited messages; (E) send or store infringing, obscene, threatening, libelous, defamatory, or otherwise unlawful material; (F) send or store viruses or other harmful or malicious code, files, scripts, agents or programs; (G) interfere with or disrupt the integrity or performance of the Service or Seeking Agents’ sites, servers, or networks; or (H) attempt to gain unauthorized access to Seeking Agents’ systems, networks, infrastructure, or the Service.

(c) Ownership of the Service.

(i) The Service (including, without limitation, the software, technology, and documentation incorporated in and underlying the Service) is Seeking Agents’ sole and exclusive property. Subject to the limited rights expressly granted in this Agreement, Seeking Agents reserves all right, title and interest in and to the Service (including, without limitation, all software, technology, and documentation, as well as all derivative works thereof), including all related intellectual property and proprietary rights (including, without limitation, all copyrights, patent rights, trademark and service mark rights, trade secret rights, and moral rights). No rights are granted to Customer other than as expressly described in this Agreement.

(ii) Seeking Agents is also the sole and exclusive owner of (A) all updates, improvements, enhancements, revisions, modifications, new releases and versions, fixes, patches, and derivative works of the Service, (B) all including, without limitation, all operator and user manuals, training materials, guides, listings, drawings, reports, descriptions, and specifications describing the performance, functionality, operation and use of such applications, and other supporting documentation related to the Service, in whatever form recorded, and (C) all integrations, customizations, components, modules, workflows or other work product produced by Seeking Agents (whether alone or jointly with Customer) for Customer. Any of the items described in this Section 2(c)(ii) that are provided by Seeking Agents, in Seeking Agents’ sole discretion, to Customer will be deemed to be included in the definition of the “Service” hereunder and available for use by Customer under the terms and subject to the conditions in this Agreement.

(iii) As used herein, “**Intellectual Property**” means any and all discoveries, improvements, ideas, concepts, creative works, processes, methods, formulas, techniques, know-how, designs, works of authorship, trade secrets, copyrights, patent rights, trademarks, service marks, and any other intellectual property that relates to, or is used to develop or improve, the Service.

Any Intellectual Property (A) made, conceived, developed, or reduced to practice, or caused to be made, conceived, developed, or reduced to practice, by Customer, alone or in conjunction with others, during the Term and (B) disclosed to Seeking Agents (whether orally, in writing, electronically or otherwise) (“**Service-Related IP**”) will be deemed to have been made or developed by Customer solely for Seeking Agents’ benefit, will be held in trust for Seeking Agents’ exclusive use and benefit, and will be Seeking Agents’ sole and exclusive property. Customer will not, either during the Term of this Agreement or at any time thereafter, use or disclose to any party ServiceRelated IP. Customer agrees to assign, and does hereby assign, to Seeking Agents all right, title, and interest in and to any Service-Related IP, including, without limitation, any “moral” rights which Customer may have in the Service-Related IP under any copyright law or other similar law. Customer also agrees, during the Term of this Agreement and at any time thereafter, at Seeking Agents’ request and expense but without further consideration, to review, execute, acknowledge, and deliver any and all papers necessary to secure legal protection for ServiceRelated IP in any country

in the world. Without limiting the generality of the foregoing, Seeking Agents may, in its sole discretion, incorporate the Service-Related IP into the Service.

(iv) Customer expressly agrees not to (and will not authorize any third party to): (A) license, sublicense, modify, copy, reproduce, rent, loan, lease, sell, resell, assign, distribute, grant a security interest in, transfer any right to, commercially exploit, create derivative works (including, without limitation, improvements, enhancements, revisions or modifications) based on, or infringe or violate, Seeking Agents' intellectual property or other rights in, the Service; (B) decompile, disassemble, translate, reverse engineer or otherwise attempt to identify, reconstruct, derive or discover the source code (or the underlying ideas, user interface techniques, algorithms, structure or organization) of the Service; (C) remove or alter any identification, copyright, trademark, patent, or other proprietary notices, legends, symbols, or labels appearing in the Service; (D) directly or indirectly circumvent or violate the technical restrictions of the Service; (E) publicly disseminate performance information about or analysis of the Service; (F) access the Service in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics of the Service; (E) use the Service for any purpose other than as expressly authorized herein; (G) take any action that would cause any part of the Service to be placed in the public domain; or (H) challenge the validity of the copyright or any other rights of Seeking Agents to the Service or title or interest thereto.

(v) Provided that Seeking Agents does not personally identify Customer (and subject to Seeking Agents' confidentiality obligations under Section 10(b) below), Customer hereby grants Seeking Agents the right to use the data generated, in aggregated form where applicable, from Customer's use of the Service to maintain, support, and improve the Service, and for any other legal purpose.

(d) Modification of the Service. Seeking Agents shall be entitled to modify, change, and upgrade the functionality, features, and capabilities of the Service and the underlying technical infrastructure, in its sole and absolute discretion.

3. Privacy Policy. All of the information that Seeking Agents collects from Customer is subject to Seeking Agents' privacy policy and applicable privacy laws. Go to <https://www.SeekingAgents.com/privacy> to see Seeking Agents' full privacy policy. This policy is incorporated into and made part of this Agreement.

4. Fees.

(a) Fees. Seeking Agents will provide Customer with access to and use of the Service for the fees described in Exhibit A, and Customer agrees to pay such fees. All fees paid to Seeking Agents are non-refundable. Seeking Agents reserves the right to adjust the fees at any time at Seeking Agents' sole and absolute discretion.

(b) Late Fees; Taxes. Seeking Agents may charge interest on all overdue fees at a rate equal to one and one-half percent (1.5%) per month (or, if lower, the maximum allowable by applicable Laws) on the unpaid amount until such amounts are paid. Customer will be solely responsible for, and will pay, any sales, use, transaction privilege, gross receipts, goods and services, value-added, and personal property taxes, any other taxes and levies, and any interest and penalties related to the foregoing (other than taxes based on Seeking Agents' income) that are imposed by any governmental authority in connection with this Agreement.

(c) Suspension. If Customer fails to pay, when due, any fees, late fees, or other charges due to Seeking Agents under this Agreement, Seeking Agents may, in Seeking Agents' sole and absolute discretion and upon written notice to Customer, immediately suspend Customer's use of the Service. Customer expressly acknowledges and agrees that Seeking Agents will have no liability to Customer whatsoever if Seeking Agents elects to suspend Customer's use of the Service (even if Seeking Agents has been advised of the possibility of damages (which include, but are not limited to, damages for injury to person or property, loss of revenue or profits, business interruption, loss of goodwill, use or loss of data, and/or the claims of third parties)).

5. Term and Termination.

(a) Term. The initial term of this Agreement will commence on the Effective Date and will continue for the period set forth on Exhibit A hereto (the “**Term**”).

(b) Termination. Either Seeking Agents or Customer may terminate this Agreement at any time by providing notice to the other Party.

(c) Effect of Termination.

(i) When this Agreement expires or is terminated, (A) Customer will immediately stop using the Service, (B) Customer’s license to the Service will immediately terminate, (C) Seeking Agents will immediately cease provision of the Service to the Customer, and (D) Customer will pay Seeking Agents, within three (3) days following the expiration date, all fees and other charges which accrued prior to such expiration or termination date but remain unpaid. Customer expressly acknowledges and agrees that Seeking Agents will have no liability to Customer whatsoever with respect to the termination of Customer’s use of the Service (even if Seeking Agents has been advised of the possibility of damages (which include, but are not limited to, damages for injury to person or property, loss of revenue or profits, business interruption, loss of goodwill, use or loss of data, and/or the claims of third parties)).

(ii) Customer will also pay any damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) that arise out of or in connection with any breach of this Agreement occurring prior to or after the expiration or termination hereof.

6. Representations and Warranties. Customer represents and warrants to, and covenants with, Seeking Agents as follows:

(a) Customer has the requisite power and authority to execute, deliver, and perform Customer’s obligations under this Agreement.

(b) Customer’s execution, delivery, and performance of this Agreement, and the consummation of the transactions described in this Agreement, have been authorized by all necessary actions on Customer’s part. This Agreement is valid and binding on Customer, enforceable against Customer in accordance with its terms.

(c) The execution, delivery and performance of this Agreement by Customer do not and will not (i) conflict with, or constitute a default (now or in the future) of any agreement, instrument or other understanding to which Customer are bound, or (ii) result in a violation of any Laws, judgment, injunction, decree or other restriction of any court or governmental authority to which Customer is subject.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with, any government authority, body, or any other party is required by Customer to execute, deliver, and perform under this Agreement.

7. Disclaimers. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. SEEKING AGENTS MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SECURITY, ACCURACY (INCLUDING, WITHOUT LIMITATION, ACCURACY OF WIRE INSTRUCTIONS PROVIDED BY A CONSUMER), COMPLETENESS, TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SERVICE OR ANY OF THE CONTENT, SERVICES, OR PRODUCTS PROVIDED IN CONNECTION THEREWITH. SEEKING AGENTS DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (A) THE SERVICE WILL BE 100% SECURE OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SERVICE OR DATA; (B) THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA STORED USING THE SERVICE WILL BE ACCURATE,

RELIABLE, OR SECURE; (D) ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED; OR (E) THE SERVICE OR THE THIRD PARTY PRODUCTS OR SERVICES USED BY SEEKING AGENTS IN CONNECTION WITH THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SEEKING AGENTS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, AND WILL HAVE NO RESPONSIBILITY WHATSOEVER, WITH RESPECT TO ANY THIRD PARTY PRODUCTS, SERVICES, CONTENT OR OTHER MATERIALS OFFERED, ACCESSED, ENCOUNTERED OR OBTAINED BY CUSTOMER THROUGH THE USE OF THE SERVICE.

SEEKING AGENTS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND THAT A REAL ESTATE BROKER USING THE SERVICE (A) WILL BE ENGAGED BY A CERTAIN NUMBER OF (OR ANY) HOME BUYERS OR HOME SELLERS, (B) WILL CLOSE A CERTAIN NUMBER OF (OR ANY) TRANSACTIONS WITH THE HOME BUYERS OR HOME SELLERS (IF ANY) WHO DO ENGAGE SUCH REAL ESTATE BROKER, OR (C) WILL EARN A CERTAIN AMOUNT OF (OR ANY) COMMISSIONS THROUGH USE OF THE SERVICE. SEEKING AGENTS DOES NOT UNDERTAKE ANY BACKGROUND CHECK ON, OR INVESTIGATION OF, HOME BUYERS OR HOME SELLERS USING THE SERVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, AND WILL HAVE NO RESPONSIBILITY WHATSOEVER, FOR HOME BUYERS OR HOME SELLERS THAT MATCH WITH AND ENGAGE SUCH REAL ESTATE BROKER.

SEEKING AGENTS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND THAT A HOME BUYER OR HOME SELLER USING THE SERVICE (A) WILL BE CONNECTED WITH A CERTAIN NUMBER OF (OR ANY) REAL ESTATE BROKERS THAT SATISFY SUCH HOME BUYER'S OR HOME SELLER'S REQUIREMENTS, OR (B) THAT A REAL ESTATE BROKER THAT SUCH HOME BUYER OR HOME SELLER IDENTIFIES AND ENGAGES PURSUANT TO USE OF THE SERVICE WILL BE SUCCESSFUL IN LOCATING A HOME OR A BUYER THAT SATISFY SUCH HOME BUYER'S OR HOME SELLER'S REQUIREMENTS (OR DOING SO ON A TIMELY BASIS). SEEKING AGENTS DOES NOT UNDERTAKE ANY BACKGROUND CHECK ON, OR INVESTIGATION OF, REAL ESTATE BROKERS USING THE SERVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, AND WILL HAVE NO RESPONSIBILITY WHATSOEVER, FOR REAL ESTATE BROKERS THAT MATCH WITH AND ARE ENGAGED BY SUCH HOME BUYER OR HOME SELLER.

8. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEEKING AGENTS WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES IN CONNECTION WITH OR ARISING OUT OF (I) THE SERVICE, (II) ANY THIRD PARTY PRODUCTS, SERVICES, CONTENT OR OTHER MATERIALS OFFERED, ACCESSED, ENCOUNTERED OR OBTAINED ON, WITH, OR THROUGH THE USE OF THE SERVICE, OR (II) THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR SEEKING AGENTS'S PERFORMANCE OR THE FAILURE OF SUCH PERFORMANCE

HEREUNDER, OR FOR ANY BREACH BY SEEKING AGENTS HEREOF), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER CONTRACT, TORT OR OTHERWISE) AND EVEN IF SEEKING AGENTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, USE OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, AND THE CLAIMS OF THIRD PARTIES). IF ANY JURISDICTION DOES NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES, SEEKING AGENTS'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT WILL SUCH LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

(b) CUSTOMER EXPRESSLY AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR SEEKING AGENTS'S PERFORMANCE OR THE FAILURE OF SUCH PERFORMANCE HEREUNDER, OR FOR ANY BREACH BY SEEKING AGENTS HEREOF, WILL BE TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 5(b) ABOVE. CUSTOMER ACCEPTS THE RESTRICTIONS ON CUSTOMER'S RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF CUSTOMER'S BARGAIN WITH SEEKING AGENTS, AND CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT, WITHOUT SUCH RESTRICTIONS, THE FEES WOULD BE HIGHER.

9. **Indemnification.** Customer will defend, indemnify and hold harmless Seeking Agents and Seeking Agents' affiliates, officers, directors, members, managers, equity holders, employees, insurers, legal counsel, representatives, and agents (each an "**Indemnitee**") from and against any and all claims (including, without limitation, any investigation, action or other proceeding, whether instituted by a third party against an Indemnitee or by an Indemnitee for the purpose of enforcing its rights hereunder), damages, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) that constitute, or arise out of or in connection with (a) any breach by Customer of Customer's representations, warranties, agreements and covenants set forth in this Agreement; or (b) Customer's use or misuse of the Service.

10. **Miscellaneous.**

(a) **Audit.** Seeking Agents reserves the right to audit Customer's compliance with this Agreement. Customer will allow Seeking Agents and/or Seeking Agents' representatives with access to the Customer's books, records, and personnel as is necessary to determine such compliance.

(b) **Confidentiality.**

(i) Except as provided in Section 10(b)(ii) below, during the Term of this Agreement and at all times thereafter, Customer will (A) keep confidential and not divulge, furnish or make accessible to any third party any Confidential Information, and (B) use the Confidential Information solely for purpose of utilizing the Service during the Term pursuant to the terms and conditions set forth in this Agreement and not for the benefit of any third party.

(ii) Customer shall be permitted to disclose Confidential Information to the extent, but only to the extent, (A) Seeking Agents provides Seeking Agents' express prior written consent to such disclosure; or (B) required by law; provided, that prior to making any disclosure of Confidential Information required by law (whether pursuant to a deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process), Customer must notify Seeking Agents of Customer's intent to make such disclosure, so that Seeking Agents may seek a protective order or other appropriate remedy and may participate with Customer in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with applicable law.

(iii) Promptly after the expiration or termination of this Agreement or upon Seeking Agents' request at any time, Customer shall return to Seeking Agents, or confirm in writing the destruction of, any Confidential Information which is in tangible form and which is then in Customer's possession. As used herein, "**Confidential Information**" means all information concerning or related to Seeking Agents' business, operations, financial condition or prospects (whether prepared by Seeking Agents, Seeking Agents' affiliates or advisors, or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and shall specifically include (without limitation): (A) all information regarding Seeking Agents' members, managers, officers, directors, employees, equity holders, customers, sales representatives, dealers, and licensees, in each case whether past, present or prospective; (B) all of Seeking Agents' Intellectual Property, software, inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how (including, without limitation, the Software); (C) all of Seeking Agents' financial statements, audit reports, budgets and business plans and forecasts; and (D) all analyses, compilations, forecasts, data studies, notes, translations, memoranda, or other documents or materials, prepared by or

for Customer containing, based on, generated or derived from, in whole or in part, any Confidential Information.

(c) Entire Agreement; Amendment. This Agreement (including, without limitation, all Exhibits hereto) constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions. Seeking Agents may amend this Agreement, or any provision thereof, or add or remove terms at any time, and such amendments, additions or deletions will be effective immediately upon posting to the Site. Customer's use of the Site and the Service after such posting shall be deemed to constitute acceptance by Customer of such amendments, additions or deletions.

(d) Electronic Signatures Effective. This Agreement is an electronic contract that sets out the legally binding terms of Customer's subscription to the Service. Customer indicates its acceptance of this Agreement by clicking or checking the I AGREE check box in connection with its subscription to the Service. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking or checking the I AGREE check box, Customer agrees to the terms and conditions contained or referenced in this Agreement. When Customer clicks or checks the I AGREE check box, Customer also consents to have this Agreement provided to it in electronic form. Customer is encouraged to print a copy of this Agreement for its records.

(e) Equitable Relief. Customer acknowledge and agrees that Seeking Agents would be irreparably damaged in the event that any of the provisions of Sections 2(b), 2(c), 5(c), 10(a) and 10(b) are not performed by Customer in accordance with their specific terms or are otherwise breached, and that money damages would not be a sufficient remedy for such breach. Accordingly, Customer agrees that Seeking Agents will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach, without any requirement to post bond or other security or to prove actual damage or harm. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity.

(f) Expenses. Except as may otherwise be specifically provided in this Agreement, each Party is responsible for any expenses incurred in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

(g) Force Majeure. Seeking Agents shall not be liable to Customer for any delay in or failure of Seeking Agents' performance under this Agreement (including, without limitation, Seeking Agents' failure to make available the Service or any component thereof) resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo, epidemic or pandemic, or any other cause beyond Seeking Agents' reasonable control ("**Force Majeure**"). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, Seeking Agents shall be relieved from fulfilling Seeking Agents' obligations under this Agreement during the period of such Force Majeure event.

(h) Governing Law; Consent to Jurisdiction. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Arizona, without giving effect to any conflict of laws rules, and each Party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Phoenix, Arizona for the purposes of any action or proceeding arising out of or relating to this Agreement. Each Party hereby waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted under this Agreement. If any legal action or any arbitration or other proceeding is brought in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. The phrase "**prevailing party**" means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, judgment, or otherwise. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH

PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) Non-Disparagement. During the Term of this Agreement, Customer agrees that Customer will not make any statements (or cause or encourage others to make any statements), written or verbal, that defame or disparage Seeking Agents or the Service.

(j) Notices. Any notice, demand or request required or permitted under this Agreement shall be in writing and deemed delivered (i) when delivered personally (including by recognized national courier), (ii) five (5) business days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid; or (iii) one (1) business day after sent via email. Notices to (A) Seeking Agents shall be addressed to Seeking Agents, LLC, 2949 N 48th Street, Phoenix, AZ 85018, Attn: James Gruler, Email: jim@SeekingAgents.com, and (B) Customer shall be addressed to the mailing address and email address on file with Seeking Agents.

(k) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(l) Successors and Assigns. Customer may not assign Customer's rights or delegate or cause to be assumed Customer's obligations hereunder without Seeking Agents' prior written consent (which consent may be withheld in Seeking Agents' sole and absolute consent). Any attempted assignment, delegation or assumption not in accordance with this Section 10(l) shall be null and void and of no force or effect whatsoever. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

(m) Survival. The provisions of Sections 2(b)-(d), 4, 5(c), 6-10 and the portions of Exhibit A referenced therein will survive any termination or expiration of this Agreement.

(n) Waivers. The due performance or observance by the Parties of their respective obligations under this Agreement shall not be waived, and the rights and remedies of the Parties shall not be affected, by any course of dealing or performance or by any delay or failure of any Party in exercising any such right or remedy. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought.

(End of Agreement)

EXHIBIT A

Fee

There is currently no fee for buyers or sellers to use the Seeking Agents Service. Seeking Agents reserves the right to modify its pricing in the future in accordance with this Agreement.