

Eproperty365 Dealer Agreement

Rev-3- 01/09/19

THIS EPROPERTY365 DEALER AGREEMENT (“Agreement”) is entered into by and between Eproperty365 Corp and or Butcher Capital Management Corp trading as Eproperty365.com and Eproperty365.net located at 809 N. Bethlehem Pike, Lower Gwynedd, PA 19002 herein known as “Eproperty365” and the Dealer, _____ located at _____ herein known as (“Dealer”).

1. DEFINITIONS

As used in this Agreement, the word “Dealer” shall mean any person or business entity who owns Eproperty365 Exclusive Territory License or which shall independently market, and develop Eproperty365 Sales Partners to sell Eproperty365 services to organizations in particular area.

2. WHEREAS;

Dealer must have completed the Eproperty365 training program and sign an Eproperty365 Dealer agreement. There may be more requirements and details published on the website <http://www.Eproperty365.com> under Sales portal section.

3. APPOINTMENT

Eproperty365 hereby grants Dealer exclusive territory license area outline in Dealer Application to receive override or commissions on any sales of Eproperty365 units as long as he / she successfully complete the Eproperty365 training program and meets all provisions within this agreement.

4. LICENSE FEE

Dealer shall pay to Eproperty365 a onetime Dealer Exclusive Territory license fee for each Eproperty365 Exclusive Territory License Certificates area and to become an authorized and qualified Dealer.

5. YEARLY RENEWAL LICENE FEE

Dealer shall pay to Eproperty365 a yearly Dealer Exclusive Territory license renewal fee. The price is outline in; www.Eproperty365.com/Eproperty365pricing.html. The price may not exceed an increase of 10% per year.

6. MARKETING

Eproperty365 will provide some marketing materials to Dealer. If Dealer wishes to create his/her own marketing materials, Dealer shall, prior to its use of such materials, submit such materials to Eproperty365 for approval. Dealer shall be solely responsible for all costs and expenses related to advertising, marketing, promoting, reselling, delivery, and distribution related to the Eproperty365 service.

7. COMMISSIONS

Dealer hereby accepts the Eproperty365 commissions and conditions set forth. All commissions are calculated on fees paid and received by Eproperty365;

- 1) To received 10% of what an owner or property manager paid each month for per unit within the Dealer’s authorized area for first year. No matter who the parties are who sold Eproperty365 month rental services. Must have paid Exclusive Territory license fee and be good standing with Eproperty365.
- 2) To receive 10% recurring commissions after the first year on accounts within the Dealer’s area you must meet the following;
 - a. Dealer must have at paid Exclusive Territory License renewal fee on all area.
 - b. Dealer has a yearly quota to sign up one (1) Sales Partner per year and have at least three (3) Eproperty365 software customers per year per zip code area.
 - c. If the above conditions are not meet the Dealer will be placed on probation for 3 months to correct the situation. If after 3 months the situation is not corrected it’s agreed by both parties that Eproperty365 may terminated the Dealer agreement if it’s in writing. Dealer would hold Eproperty365 harmless from any and all actions. Eproperty365 would have no obligation to refund any of the Dealer’s License Fees or commissions in of the past or further expert under Limited Guarantee License Fee Section of the agreement.

- d. It's understood and agreed by Dealer that Eproperty365 has the right to waive in writing any and all yearly quotes for a given point of time. In addition, It's understood that Eproperty365 has right to raise the yearly sales quotes to the Dealer at anytime for next year, but the increase cannot be more than 5% from the previous year.
- 3) To received 40% of what an owner or property manager paid each month for per unit within the Dealer's authorized area for first year. No matter who the parties are who sold Eproperty365 month rental services. Must have paid Exclusive Territory license fee and be good standing with Eproperty365.
 - 4) To receive 40% recurring commissions after the first year on accounts within the Dealer's area you must meet the following;
 - a. Dealer must promote Eproperty365 in your area via Facebook, social media, and other approved forms of promotion. Dealer must prove that Dealer has spent at least 60% of the commissions received on promoting Eproperty365 in your area. Eproperty365 will provide the content for the Ads.
 - b. Dealer must have at paid Exclusive Territory License renewal fee on all area.
 - c. Dealer has a yearly quota to sign up three (3) Sales Partner per year and have at least five (5) Eproperty365 software customers per year per zip code area.
 - d. If the above conditions are not meet the Dealer will be placed on probation for 3 months to correct the situation. If after 3 months the situation is not corrected it's agreed by both parties that Eproperty365 may terminated the Dealer agreement if it's in writing. Dealer would hold Eproperty365 harmless from any and all actions. Eproperty365 would have no obligation to refund any of the Dealer's License Fees or commissions in of the past or further expert under Limited Guarantee License Fee Section of the agreement.
 - e. It's understood and agreed by Dealer that Eproperty365 has the right to waive in writing any and all yearly quotes for a given point of time. In addition, It's understood that Eproperty365 has right to raise the yearly sales quotes to the Dealer at anytime for next year, but the increase cannot be more than 5% from the previous year.
 - 5) Dealer will receive 50% of any local banner ad space sold on tenant's Dashboard on Tenant Portal.
 - a. Dealer may set the pricing for his 10 mile radius or his Area.
 - b. Dealer is responsible for any and all commissions due for the sale of the banner advertising.
 - c. Dealer holds Eproperty365 harmless for agreements or the performance of the advertising.
 - d. Dealer agrees that Eproperty365 has right to offset any fees owed to any party.

8. PAYMENT OF COMMISSIONS

Dealer hereby accepts the commissions payment procedures set forth.

- a) Eproperty365 will pay Dealer their commissions on or before either the 15th and or 30th for the preceding month commissions.
- b) Eproperty365 reverses the right to place a minimum amount needed to be earned before payment check is made unless it's a termination check or the last month in the year.
- c) The Dealers must be in good standing. Eproperty365 reserves the right to offset any commissions owed with any claims for returns or refunds.

9. TERM OF LICENSE

The Dealer granted by Eproperty365 pursuant to this Agreement shall continue in full force and effect for a period of one (1) year from the date of approval of the Dealer into the Eproperty365 Dealer program.

10. AUTOMATIC RENEWAL OF AGREEMENT

Provided this Agreement has not been terminated, then this Agreement shall automatically renew itself from year to year after the initial first year term, upon thirty (30) thirty days written notice to the Dealer. Dealer agrees that, notwithstanding the number of times this Agreement may be renewed, it is not the intention that it be construed as a contract of indefinite duration.

11. ASSIGNMENT

The Eproperty365 agrees that its rights and obligations under this Agreement may be transferred or assigned by the Dealer under the following terms;

- 1) Any transfer of a controlling interest in Dealer shall be considered an assignment.
- 2) Dealer must give Eproperty365 the first right of refusal in writing for period of 30 days to purchase the exclusive territory certificate areas.
- 3) Eproperty365 must approve the assignment in writing.
- 4) The assignee must sign a Eproperty365 Dealer Agreement and all Territory License Certificate will be re-issued
- 5) Dealer will provide Eproperty365 with background and financial information of the assignee.
- 6) Dealer is in good standing with Eproperty365
- 7) Dealer pays a transfer fee 15% of the purchase price to Eproperty365 after the deduction of the original license fee.

Eproperty365 reserves its full rights to transfer or assign this Agreement without any written notification. This Agreement shall be binding upon and endure to the benefit of the legal representative, successors, and assigns of Eproperty365.

12. INDEPENDENT CONTRACTORS

The relationship between Eproperty365 and Dealer under this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the Dealer as agents, employees, Dealer, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or allow the Dealer to create or assume an obligation or legal representation on behalf of Eproperty365 for any purpose whatsoever.

13. COMPLIANCE WITH LAWS

Dealer shall comply with all laws and regulations applicable to Dealer with respect to the conduct of business generally. Non-compliance by Dealer or its employees or agents shall be considered a default under this Agreement, justifying termination.

14. LIMITED EPROPERTY365 LICENSE FEE GUARANTEE

Eproperty365 has given a limited guarantee that if either party gives a written termination of Eproperty365 Dealer Agreement for any reason that the bearer of Eproperty365 Exclusive Territory License Certificate at that time will receive from Eproperty365 ongoing bases 10% commissions of the monthly paid units within the Territory License Certificate area until at least 2 times the original cost of Exclusive Territory License that the Original Dealer paid less any commissions already paid for the area before written termination of the Dealer Agreement to the Dealer. In addition, Eproperty365 will pay 10% interest per year on the outstanding money owed as long as there are paying users within the Territory License Certificate. Eproperty365 will continue to pay the bearer of Territory License Certificate on monthly bases until it meets the Limited Eproperty365 License Guarantee is paid in full, as long as bearer is in good standing with Eproperty365 and if any and all fees are paid. In addition, the bearer does not act in a negative way (the term "negative way" is agreed by both parties to be determined by Eproperty365) to Eproperty365 or Eproperty365 customers or vendors.

15. LIMITED WARRANTY

Eproperty365 represents and warrants that the Eproperty365 website and subscription service has been designed and developed with reasonable diligence and skill.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY EPROPERTY365, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SOFTWARE OR SERVICE OFFERED BY EPROPERTY365 THROUGH EPROPERTY365 PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EPROPERTY365 BE LIABLE FOR ANY LOSS OF BUSINESS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT.

Any software, products, or equipment supplied by third parties are subject to the applicable warranties provided by such third parties, and Eproperty365 makes no additional warranties with respect to such software, products, or equipment. Dealer shall in no way imply or state to any customers or prospect that any warranties not expressly given by Eproperty365 or applicable third parties are in effect with respect to the software, products, or equipment.

16. LIMITATION OF LIABILITY

In the event that Eproperty365 is found liable for any act or omission under warranty or otherwise by a court of competent jurisdiction, the parties expressly understand and agree that Eproperty365's liability to respond in damages shall be limited to the return of the Eproperty365 Dealer program license fee paid by Dealer to Eproperty365, and in no event shall Eproperty365 be liable for any special, incidental or consequential damages, including but not limited to loss of revenues and loss of profit, and Eproperty365 shall not be liable for any injury or damage to Dealer, Dealer properties, Dealer's business, or Dealer's employees, agents or other business invitees in any way related to or arising out of the Eproperty365 service, its use or inability to use or its implementation.

17. INDEMNIFICATION

Dealer will indemnify, defend and hold Eproperty365 harmless from any and all liabilities, losses, obligations, expenses (including without limitation to attorney's fees) and costs arising in connection with any lawsuit, proceedings, or other action arising out of the operation of Dealer's business or related to any claim by a third party based, in whole or in part, on Dealer's marketing, selling, reselling, delivery, training, distribution, use, or installation related to the Eproperty365 service. The activities of any of Dealer's employees, and or agents of representatives will be considered activities of the Dealer for purposes of this Section. Eproperty365 will

have the right, but not the obligation, to assume the defense of any such lawsuit, proceeding, or action. Eproperty365 and Dealer will each give the other prompt notice of any such claim, lawsuit, proceeding or action.

18. TAXES

The Dealer understands and agrees that it is the Dealer's full responsibility for all tax obligations including compensation where applicable by law.

19. TITLE AND PROPERTY RIGHTS

Dealer agrees that the Eproperty365 service and any software created by Eproperty365 for Eproperty365, in whole or in part, is owned and is the sole and exclusive property of Eproperty365. Dealer agrees that, the grant of this license notwithstanding, Eproperty365 has and shall retain all proprietary rights including copyright privileges in and to the web site, software, instructions, training manuals, marketing materials, operation procedures, programs, drawings, brochures, literature or any other type of written, printed, or machine readable materials.

20. COVENANTS OF DEALER

For the purpose of protecting the proprietary interest of Eproperty365 and for the purpose of setting forth the rights and restrictions relating to the license for the Eproperty365 subscriptions and related service as granted in this Agreement, Dealer covenants and agrees with Eproperty365 as follows:

- a) Dealer and Dealer's employees, Sales Partners, and agents shall protect the confidentiality of the Eproperty365 subscriptions and related services and all information relating to the Eproperty365 service, whether provided to Dealer by Eproperty365 or otherwise; and neither Dealer nor any of Dealer's employees or agents shall disclose to any person, firm, company or corporation any information concerning the manner in which said service or software accomplishes its purpose.
- b) Dealer agrees that all Eproperty365 website, software, and documentation of the service and all written, printed or machine readable materials, programs, drawings, instructions, training manuals, operation procedures, brochures or literature of any type which Dealer may receive from Eproperty365 with regard to the service shall remain the property of Eproperty365 and Dealer understands that such materials are loaned to Dealer for the limited purpose of facilitating the promotion and sale of Eproperty365 services by Dealer. No such materials or documentation shall be reproduced in whole or in part by Dealer for any purpose whatsoever, without the prior written consent of Eproperty365 upon the expiration of the term of this Agreement or upon any breach by Dealer of any of the terms of this Agreement, whichever occurs first.
- c) Dealer agrees to promptly report to Eproperty365 the existence or apparent existence of any program error in the Eproperty365 service.
- d) Dealer shall promptly report to Eproperty365 in writing upon its discovery of any unauthorized use or infringement of the service.
- e) Dealer shall not, and shall not authorize any third party to, modify, alter, reverse engineer, disassemble, or decompile any software used with the service.
- f) Dealer shall provide, immediately, in writing any changes to the information provided to Eproperty365 in the Dealer application.
- g) Dealer agrees that it may be terminated at any time if the Dealer breaches this Agreement or engages in any conduct that may be deemed disreputable by Eproperty365.
- h) Dealer agrees that entering into this Agreement does not violate or breach any other agreement Dealer may have with any other person or entity.

21. PROTECTION OF TRADE SECRETS

Dealer hereby acknowledges that in connection with this Agreement, Eproperty365 may have disclosed certain processes, devices, techniques, plans, methods, and know-how which were designed and developed by Eproperty365 at great expense and over lengthy periods of time, which are secret, confidential and unique; and which constitute the exclusive property and trade secrets of Eproperty365. Eproperty365 may disclose some of its confidential information to Dealer for the sole purpose of inducing Dealer to become one of Eproperty365's Dealers of the Eproperty365 service offered by Eproperty365. In addition, from time to time during the term of this Agreement, Eproperty365 may disclose certain processes, devices, techniques, methods, and know-how, designed and developed by Eproperty365, which are secret, confidential, and unique; and which constitute the exclusive property trade secrets of Eproperty365. The Dealer, its agents, its successors, personal representatives, and assigns shall not, at any time, without the express written consent of Eproperty365, publish, disclose or divulge to any person, firm, or corporation, from directly or indirectly, the aforesaid confidential information and trade secrets. The Dealer hereby acknowledges and agrees that in the event of any violation

from any court of competent jurisdiction preliminary and permanent injunction relief as well as an equitable accounting of all profits or benefits arising out of such a violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which Eproperty365 may be entitled.

22 TRADEMARKS, TRADE NAMES, SERVICE MARKS, and LOGOS

During the term of this Agreement, Dealer shall have a limited license to use the trademarks, trade names, service marks, and/or logos in connection with Dealer's promotion of the service as a qualified Eproperty365 Dealer, but only in strict compliance with such license and the policies, instructions and guidelines of Eproperty365, and the failure to do so constitutes a material breach of this Agreement allowing Eproperty365 to immediately terminate this Agreement without notice or penalty. This compliance shall include proper display of trademark notices and warnings with each use of trademark or logo (e.g. Eproperty365, Eproperty365 logo, are trademarks or registered trademarks of Eproperty365 Corp. in the United States and other countries), and any use of such trademarks or logos shall be subject to prior approval of Eproperty365. Dealer acknowledges the exclusive right, title, and interest of Eproperty365 in and to its trademarks and logos. Nothing contained in this Agreement shall be construed as conveying to Dealer any right, title of interest in or to any of Eproperty365's trademarks or logos other than an express right to a permissive use thereof in connection with the promotion of the Eproperty365 service.

Dealer shall cooperate to the fullest extent possible with Eproperty365 or its nominee to take such actions as Eproperty365 in its sole discretion may consider necessary to protect any of its trademarks. Dealer shall fully cooperate with Eproperty365 in maintaining and defending the ownership and validity of each of Eproperty365 trademarks against infringement and claims of infringement. Dealer will promptly notify Eproperty365 of any infringement or unauthorized use of any Eproperty365 trademark by any third party, or any assertion by any third party that Dealer's use of any Eproperty365 trademark constitutes infringement. Eproperty365 shall not be obligated to initiate or defend legal action with respect to any Eproperty365 trademark, and Dealer shall not initiate or defend any such action itself without Eproperty365's prior written consent; and Dealer hereby agrees and warrants that Dealer will not incorporate all or any portion of Eproperty365's trademarks, trade names, service marks, or logos into Dealer's identification, corporate name, or trade names. Upon termination of this Agreement, Dealer shall cease to use all trademarks and logos.

23. TERMINATION FOR CAUSE

- a.) If either party defaults in the performance of any provision of this Agreement, then the non-defaulting party may terminate this Agreement without prior notice. Without limitation, Dealer's failure to provide proper service to customer shall be cause for termination.
- b.) This Agreement shall terminate, without notice, upon the institution by or against Dealer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Dealer's debts, upon Dealer's making an assignment for the benefit of creditors, upon Dealer's dissolution, or upon the sale, transfer, hypothecation or other disposition of fifty percent (50%) or more of the stock or ownership of Dealer.
- c.) For the lack of sale of a unit. If Sale Partner has not sold at least one unit within a ninety (120) day period, Eproperty365 shall have the right to terminate this agreement without notice.
- d.) For lack of payment for Exclusive Territory License.

24. TERMINATION FOR CONVENIENCE

Either Eproperty365 or Dealer may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

25. EFFECT OF TERMINATION

- a.) Upon termination of this Agreement for any reason, Eproperty365 shall not be liable to Dealer for, and Dealer hereby expressly waives all rights to account rights, territory certificates, compensation, indemnities, or damages of any kind, whether on account of the loss by Dealer of present or prospective profits, commissions, anticipated orders, expenditures, investments or commitments made in connection with this Agreement, goodwill created, or on account of any other reason. Upon termination of this Agreement for any reason, Dealer shall deliver to Eproperty365, within ten (10) days, the name, address, phone number, and email address of each service customer of Dealer except for the terms of Limited Eproperty365 License Fee Guarantee Par 16.
- b.) Upon termination of this Agreement, for any reason whatsoever, Dealer shall immediately pay Eproperty365 any and all amounts owed to Eproperty365.

c.) If, under any applicable law, Dealer is entitled to any compensation upon termination for cause or the expiration of a fixed term of their Dealer agreements, this Agreement shall be deemed a contract for a duration of not more than one (1) year, and shall expire upon the expiration of such one (1) year after the initial effective date of this Agreement. To the extent any such compensation is deemed earned as a matter of law, the parties shall retroactively readjust all prices so that the prices charged to the Dealer shall be increased by the amount necessary to give such compensation to the Dealer as part of the overall pricing and compensation arrangements between the parties, and no additional payments shall be due to Dealer from Eproperty365.

d.) Territory Certificates become void.

26. CONSTRUCTION OF AGREEMENT

This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania. In the event of litigation between the parties, Eproperty365 shall have the choice of venue.

27. INACTIVITY

In the event the Dealer does not have activity for more than ninety (90) days, the Dealer is determined to be inactive and is terminated. If U.S. Postal Service returns mail to Eproperty365 more than 3 times within three (3) months, the Dealer is deemed inactive. In the event a Dealer does not provide reasonable and satisfactory service at the discretion of Eproperty365, the Dealer may become inactive and terminated. Any Dealer must remain an active Dealer to earn any commissions, compensation, or any other service benefit. The Dealer may request once to have the Account and agreement reinstated, but it's up to sole discretion of Eproperty365 to reinstate a Dealer's account.

28. DEFAULT

In the event Dealer shall fail to keep, observe, or perform any of the terms or conditions of this Agreement, in the opinion of Eproperty365, the license provided by this Agreement may be terminated. All of the Dealer's accounts, compensation, and commission will be transferred to Eproperty365. Furthermore, any then pending orders of Dealer may be cancelled or transferred.

29. FORCE MAJEURE

Nonperformance of either party (except for payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, flood, act of God, governmental acts, failure of suppliers, or any other reason beyond the reasonable control of the non-performing party.

30. SEVERABILITY

If any provision of this Agreement becomes or is declared by an arbitrator or court of competent jurisdiction to be illegal, unenforceable or void, this Agreement and its remaining terms shall continue in full force and effect without said provision. Eproperty365 may offer a substitute provision for negotiation in good faith which, upon agreement, would become a(n) binding, valid, and enforceable provision.

31. WAIVER OF BREACH

The failure of either party to require the performance of any terms of this Agreement or the waiver of either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, or be deemed a waiver for any subsequent breach.

32. CONFLICTS WITH PRIOR DEALER AGREEMENT

In the event that the parties to this Agreement have contemporaneously or previously entered into a Dealer Agreement with terms inconsistent with this Dealer's Agreement, then the terms of this or the most current Dealer's Agreement shall control.

33. MODIFICATION

This Agreement shall not be modified or changed unless in writing and signed by Eproperty365 and Dealer.

34. POLICY AND PROCEDURE

Dealer agrees to follow any and all policies and procedures of the Eproperty365 Dealer program which can be found online at <http://www.Eproperty365.com/Dealer/PolicyAndProcedures>. Dealer agrees to monitor the policy and procedures.

35. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties. All understandings and agreements heretofore had between the parties hereto respecting the Eproperty365 Dealer program which is the subject matter of this Agreement are merged into this Agreement. No representation or warranties have been made by any party to the other except as herein expressly set forth.

Eproperty365, Inc. (Eproperty365)

Dealer

_____ Date ____/201_

Authorized Signature

_____ Date ____/201_

Authorized Signature