



ENROLLMENT FORM

YES, please enroll the undersigned Property Manager (PM) in your **“We do it for you”** Program! We would like for SureVestor’s VIRTUAL RISK MITIGATION DEPARTMENT to provide certain marketing and administration services to support our property management clients!

Here's what SureVestor will do:	Here are the Action Steps for PM to do:
(1) Establish a schedule of 3 emails that SureVestor will send the first email out through the PM's Property Management software directly to the PM's clients. Emails 2 and 3 will be sent from SureVestor	(1) Authorize Webmaster to work with SureVestor to: Add the SureVestor template(s) to PM's website, and to provide any other code necessary to facilitate the email marketing program.
(2) Once credentials are finalized, then SureVestor will manage and oversee the email campaign in accordance with the agreed schedule.	(2) Advise SureVestor of all relevant contact information for the website: <ul style="list-style-type: none"> ➤ Name of hosting contact ➤ Email ➤ Phone Number
(3) Quarterly, SureVestor will be emailing to our clients various risk mitigation tips and information through SureVestor	(3) Create a new email address for SureVestor on PM's email server: <p style="text-align: center;">RiskMitigation@YourDomain.com</p> <p style="text-align: center;">Set the initial password and send it to us to: WDIFY@surevestor.com</p>
(4) SureVestor will provide landlord support as to any questions, issues, problem resolutions, renewals, marketing materials, or other matters that may relate to landlord liability insurance coverage. SureVestor may provide this support by utilizing its CSR (Customer Support Representatives) personnel, employed or contracted by and through SureVestor.	(4) Provide sufficient access by creating a new User in PM's Property Management software, using the above email address for the login credentials for SureVestor to send a broadcast email to your property owners.

The undersigned hereby authorizes SureVestor to begin providing services on our behalf as set forth above and subject to the standard terms and conditions found in the attached Addendum.

Name of PM Company:

Property Manager (PM):

X _____

Authorized signature

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Thank you!

SureVestor, Inc.
7217 Bandera Rd
San Antonio, TX 78238

ADDENDUM

Standard Terms and Conditions

1. **Limited Appointment of Agency.** With regard to SureVestor providing various client-facing marketing and administrative services, including certain types of data entry and data processing, and various client communications, directly to the PM's clients, the PM hereby appoints SureVestor as its agent and authorizes SureVestor to perform such services for and on behalf of the PM, whether such services or communications are provided under the name of SureVestor or the PM, at the discretion of SureVestor.
2. **Non-Licensee Functions Only.** Both parties agree that SureVestor shall not perform functions that require a property management license, and the above grant of agency is specifically limited in such regard.
3. **Tracking.** SureVestor agrees to keep and maintain a log of all client communications in which it participates, and to make that log available to the PM for inspection at all times.
4. **Disclaimer of Commissions.** PM acknowledges that it is not a licensed insurance agency, and PM further understands that it is not eligible to receive any commissions for the placement of any insurance product coordinated by or through SureVestor.
5. **Limitation of Remedies.** SureVestor's and PM's entire liability and exclusive remedy in any cause of action based on contract, tort or otherwise in connection with any Services furnished pursuant to this Agreement including its Exhibits shall be limited to the total fees paid by PM to SureVestor, or \$5,000, whichever amount is less. No action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the occurrence of the event giving rise to such cause of action.
6. **Limitation of Liability.** EXCEPT WITH RESPECT TO AMOUNTS PAYABLE ARISING OUT OF CLAIMS BASED UPON WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF THE LIABLE PARTY, NEITHER SUREVESTOR NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICES SHALL IN ANY EVENT WHATSOEVER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES IN EXCESS OF THE TOTAL PRICE PAID BY PM TO SUREVESTOR (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES EVEN IF PM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR \$5,000, WHICHEVER AMOUNT IS LESS.
7. **Proprietary Information.** For purposes of this Agreement, the term "Proprietary Information" shall mean all of the information, data and software furnished by one party to the other, whether in oral, written, graphic or machine-readable form, which may include but not be limited to, code, software tool specifications, functions and features, integration and shared data block specifications, financial statements, corporate and stock information, file layouts, marketing strategies, business, product or acquisition plans, current business relationships or strategies and client lists. "Proprietary Information" shall not include information which: (a) is or becomes available to the general public through no fault of either party; (b) is independently developed by non-disclosing party; (c) is rightfully received by the non-disclosing party from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or operation of law. Before disclosing any Proprietary Information under court order or operation of law, the non-disclosing party shall provide the disclosing party reasonable notice and the opportunity to object to or limit such disclosure.
8. **Non-Disclosure.** Each party acknowledges that, in and as a result of visit(s) to the other party's facilities and/or discussions with a party's officers and employees, a party shall or may be making use of or acquiring Proprietary Information. As a material inducement to disclose such Proprietary Information, each party covenants and agrees that it shall not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee: (i) copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information or (ii) use Proprietary Information for any purpose other than in connection with the consummation of any of the proposed transactions under this Agreement. Failure to mark any of the Proprietary Information as confidential, protected or Proprietary Information shall not affect its status as part of the Proprietary Information under the terms of this Agreement.
9. **No Interest.** Each party covenants and agrees that all right, title and interest in any Proprietary Information shall be and shall remain the exclusive property of the disclosing party.
10. **Ownership Rights.** Except as expressly set forth on any Statement of Work or other agreement between the parties, all right, title and interest in and to all products, services and materials provided to PM by SureVestor under this Agreement

shall be and remain the property of SureVestor exclusively. PM shall have no right, title or interest in or to any products, services or materials except as expressly set forth in this Agreement. SureVestor retains shall retain all rights and title to any and all capital improvements and intellectual property it utilizes or contributes as part of its rendering of the Services hereunder.

11. **Term.** This Agreement shall commence on the date in which this Enrollment Form is submitted to SureVestor (the "Effective Date") and shall continue in full force and effect unless cancelled by either party upon giving ten (10) days' notice.
12. **Taxes.** SureVestor agrees to pay all applicable federal and/or state taxes and all local excise, sales, use, or other taxes which arise as a result of the services performed by SureVestor or any employee or subcontractor of SureVestor under this Agreement.
13. **Independent Contractor Status.** It is expressly agreed and understood between PM and SureVestor that SureVestor (and any person employed by SureVestor) is performing the Services hereunder as an independent contractor for PM, and shall not be an employee of PM. As part of the Services to be provided hereunder, SureVestor will make available to PM and its clients various individuals to serve in the role of a CSR (Customer Service Representative); said individuals shall at all times be contractors or employees of SureVestor and their services shall be rendered to the PM and its clients solely on a loan-out basis whereby SureVestor retains full responsibility as their employer or contract counterparty, and agrees to indemnify the PM against any payroll or employment related taxes or costs. SureVestor shall retain exclusive managerial control over the CSRs.
14. **Governing Law and Exclusive Jurisdiction.** This Agreement shall be deemed to be made and entered into pursuant to the internal laws of the State of Delaware and for all purposes this Agreement shall be construed and interpreted in accordance with and be governed by the laws of the State of Delaware. Venue shall lie exclusively with any court of competent jurisdiction within the State of Delaware.
15. **Force Majeure (Unforeseeable Circumstances).** Neither SureVestor nor PM shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.
16. **Entire Agreement.** The provisions herein constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the parties, including any and all supplier or distribution agreements. No term or condition contained in any document provided by one party to the other party pursuant to this Agreement shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.
17. **Representations of PM.** PM conducts property management services for and on behalf of its clients, typically residential real property investors and landlords, for real properties located within the PM's local geographic service area. PM represents and warrants to SureVestor that as of the Effective Date the operations of its property management business and the provision of services to its clients is compliant with: (a) the PM's property management agreements with its clients; (b) its vendor contracts; (c) all operating leases and real estate covenants for its business; (c) state or federal government laws, regulations and/or filing requirements related to its property management business. Upon request by SureVestor, PM agrees to furnish a copy of any licenses or certifications.
18. **Representations of SureVestor.** SureVestor is a licensed insurance agency in all 50 states of the United States of America, and has an exclusive license to market a comprehensive landlord liability insurance policy (herein the "Scheer Landlord Protection Insurance Policy" or merely the "Scheer Policy"). SureVestor represents and warrants to PM that as of the Effective Date the operations of its insurance business and support services business, and the provision of services to its clients is compliant with: (a) SureVestor's agreements with its clients; (b) its vendor contracts; (c) all operating leases and real estate covenants for its business; (c) state or federal government laws, regulations and/or filing requirements related to its insurance and services businesses. Upon request by PM, SureVestor agrees to furnish a copy of any licenses or certifications.